



HOOVER CITY BOARD OF EDUCATION

2810 Metropolitan Way
Hoover, Alabama 35243
(205) 439-1000

Invitation to Bid - Bid #2021-04

Price Per Copy Program – Minimum 75 Copies-Per-Minute
High Speed Copiers/Imaging Machines

The Hoover City Board of Education (“HCS” or “Board”) invites sealed bids from interested vendors to furnish 14 High Speed Copiers/Imaging Machines (the “Product”) at designated HCS schools. The Product shall be capable of producing a minimum 75 black & white copies per minute and meet other specifications in the Bid Package. The Product will be owned, maintained, and serviced by the successful vendor (“Contractor”), and service be provided in compliance with the Board’s Price Per Copy Program. Responses will be evaluated and award of the contemplated contract (“Contract”) be made considering, among other factors, a unit cost per copy.

Bids from interested vendors will be received by HCS by submitting them to Mrs. Michele McCay, Chief School Financial Officer, at 2810 Metropolitan Way, Hoover, AL 35243 no later than **10:00 a.m. Tuesday, August 3, 2021**, at which time they will be opened and publicly read.

The Bid Package includes this Invitation to Bid, the Bid Instructions, Specifications and Conditions, the Notary, Attachment A, the Product Quote Form for the requested product, the Bid Certification, the bidder’s Form W-9, and a copy of the bidder’s E-Verify Memorandum of Understanding. Each bidder should carefully read the Bid Package and furnish with its Bid all information requested. The Bid Certification must be signed and notarized. The Board will award the contemplated contract to a responsive Contractor meeting specifications and submitting the lowest responsible bid. The Board may reject any or all bids, reject a response that is not timely submitted or incomplete, or waive informalities in submitted responses.

If you have any questions concerning this Bid or questions regarding the specifications, please contact Michele McCay at 205-439-1012.

s/ Michele McCay
HCS - Chief School Financial Officer

July 16, 2021

BID PACKAGE- Bid #2021-04

I. GENERAL

The Hoover City Board of Education (“HCS” or “Board”) seeks to enter a contract (the “Contract”) with the successful contractor (“Contractor”) for it to furnish 14 High Speed Copiers/Imaging Machines (collectively, the “Product”) at designated HCS schools. The Product shall be capable of producing a minimum 75 black & white copies per minute and meet other specifications in the Bid Package and in HCS’s Price Per Copy Program, the specifications for which are set forth on Attachment A. The Contract may be in effect for up to five (5) years.

HCS’s Price Per Copy Program contemplates that Contractor will charge a comprehensive price per copy for HCS to use the Product supplied by it. That price includes all the Contractor’s expense of furnishing, delivering, maintaining, insuring, and transporting the Product and its other costs of operation related to them (including, but not limited, to, supplying parts, toner, and copier/image supplies), but excluding the cost of paper, staples, and power which will be supplied by HCS.

II. SPECIFICATIONS

a. Delivery of Product/Locations

Within thirty (30) days following the award of the Contract, Contractor will deliver a total of 14 copying/imaging machines meeting specifications to locations designated by HCS in the following Board schools in Hoover, Alabama:

- 3 at Hoover High School
- 3 at Berry Middle School
- 3 at Simmons Middle School
- 2 at Bumpus Middle School
- 1 at each of Deer Valley, Riverchase & Rocky Ridge Elementary Schools

b. Product Type

Each Product shall comply with the specifications that are indicated in the General information section above and on the Price Quote Form and reflected in Attachment A (the Price Per Copy Program). Among other requirements, each Product must be new or have been refurbished in the last three (3) years.

When completing the Price Quote Form, Contractor should indicate the Make, Model, and Manufacturer of Product that it will furnish for use by HCS at the respective locations.

c. Term of Contract/Termination

Term/Termination. The period of the Contract and performance of services shall commence no later than thirty (30) days after the award and thereafter continue in effect for three calendar years (the “Initial Term”). Beginning with the fourth contract year, the Board may renew the Contract on the same conditions applying during the Initial Term for up to two (2) additional periods of one year each (a “Renewal Term”). Notwithstanding, the Board may terminate the Contract effective at the end of the

Initial Term or the subsequent Renewal Term by giving intent to not renew at least sixty (60) days prior to the expiration of then current term. The Initial Term and any Renewal Term are collectively referenced herein as the "Term."

Notwithstanding the provision immediately above, The Contract may terminate before the expiration of its then current Term on occurrence of any of the following:

(a) Termination for Cause by Board. If the Contractor fails to perform any material obligation in the Specifications or the Contract (a "Default"), the Board may terminate it for cause on fourteen (14) days' advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the Board in the Contract or available by law that arises from a Default;

(b) Termination for Cause by Contractor. If the Board does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate it for cause on thirty (30) days' advance written notice to the Board; provided that the Board shall have a reasonable opportunity to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause; and

(c) Notwithstanding any provision above in this section or elsewhere in the Contract, the Board, for its convenience and in the exercise of its sole discretion, may terminate the Contract effective at the end of its first 12-month period of the Term by providing Contractor at least sixty (60) days advance notice of its intent to terminate at that time.

The following understandings apply upon expiration or early termination of the Contract: (i) each party shall perform all their obligations hereunder arising out of events occurring up to the effective date of expiration or termination; (ii) Contractor shall remove the Product from HCS locations; and (iii) Contractor's obligation to indemnify HCS shall survive and continue in effect for two (2) years.

d. Title/Risk of Loss of Product

(a) Title. At all times during the Term, Contractor shall own and retain title to Product, and it solely shall bear the risk of loss for damage, loss, destruction, fire, theft, or other casualty concerning each machine and any other materials, equipment, or supplies used to fulfill its the obligations of the Contract. By entering this Contract, HCS is not leasing the Product or does not have any property interest or right in it other than Contractor hereby granting it the right to use same.

(b) No Responsibility to Insure. HCS has no responsibility to insure any Product for fire, theft, casualty, or other loss. Further, Contractor waives and releases HCS from any claim for damages, loss from fire, theft, or other casualty, or other loss to any equipment furnished by Contractor occurring during transportation, installation, or use of equipment for a HCS school or location; provided that, the scope of this waiver and release does not extend to claims to damage or loss of equipment resulting from the gross negligence of HCS.

e. Price/Compensation/Invoices

(a) Compensation for Services. Board will pay Contractor for its services based on (i) the actual number of copies made at the various locations, and (ii) the unit prices for Product specified on the completed Price Quote Form that Contractor submits with its bid. This unit price is inclusive of all expenses incurred by Contractor in performing its responsibilities under the Contract, including labor, transportation (inclusive of damage to Product in transit), handling, packaging, installation, and all operational costs associated with the Contract.

(b) No Guaranteed or Minimum Amount of Revenue or Business. As noted herein, compensation will be made to Contractor based on the actual number of copies made at each machine. HCS anticipates that there will be high-volume use of each machine at the designated locations, but does not warrant or represent that the successful Contractor will receive any minimum amount of revenue or compensation for its services over the Term if the Contract is awarded to it. Further, the Board does not warrant or represent that the Board will require or purchase any minimum number of copies during the Term.

(c) Unit Prices Firm. The unit, cost-per-copy price will remain firm throughout the duration of the Term.

(d) Invoices. During the Term Contractor may invoice HCS monthly for amount payable for services provided during the preceding calendar month. Contractor shall include records and information therewith that reasonably evidence how the invoiced amount was calculated. HCS will pay the uncontested amount of those invoices within twenty (20) days following receipt.

(e) Full Compensation. The Board's payment of said invoices will fully compensate Contractor for all of the following: it furnishing and delivering all Products, materials, goods, and ancillary items required by the Contract; it performing all labor, work and services contemplated and embraced under the Contract; for all loss or damage it may incur that arises out of the performance of its responsibilities under the Contract; for all risks of profit or loss it incurs with connection with performing or entering the Contract; and for completing and performing its obligations, responsibilities and operations contemplated in the Specifications, the Bidder materials and the Contract.

(f) Board Exemption. HCS is exempt from all state and federal sales or use taxes concerning the supply of the Product. This exemption in no way relieves Contractor from its responsibility to pay governmental or taxing authorities all income or other taxes or charges assessable to it with respect to or arising from its performance of services hereunder.

f. Contractor's Service and Maintenance Responsibilities

See Attachment A and above Specifications.

g. Miscellaneous Other Contract Terms.

The following additional terms, conditions, and understandings are included in the Contract.

1. Contract/Contract Documents. As used herein, the term "Contract" refers to the agreement between the Board and the successful Contractor for the performance of their respective obligations

regarding performance of services or work contemplated in the Bid. The Contract includes all the following documents: the Invitation to Bid; Specifications and other provisions and conditions in the Bid Package (including, without limitation, Attachment A – Price Per Copy Program; and Contractor’s Price Quote Form (collectively the “Contract Documents”). These Contract Documents comprise the entire Contract regarding the subject matter herein, and any prior negotiation, discussion, understanding or matter not reflected in them is merged herein and of no effect.

2. Immigration Law Compliance. Alabama law requires that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program and a Form W-9 Request for Taxpayer Identification Number and Certification. During the performance of the Contract, the business entity or employer agrees that they will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor’s hiring practices to execute an affidavit to this effect on the form supplied by HCS and return the same to HCS. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the HCS may require to confirm Contractor’s enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its sub-Contractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Contract and shall include in all its contracts a provision substantially like this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees or sub-contractors in the State of Alabama, it will remove that employee or sub-contractor from the jobsite or premises of HCS and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its sub-Contractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the HCS. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless HCS from all losses, consequential damages, expenses (including, but not limited to, attorneys’ fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor’s failure to fulfill its obligations contained in this paragraph.

3. Contractor’s Insurance Requirements. Throughout the Term Contractor, at its expense, shall maintain the following types of insurance with limits not less than stated below:

- (i) Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, shall include completed operations and assumed contractual liability coverage, and shall have limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence. This insurance shall cover liability for

damages to third parties for personal injury, death, and property damage, and shall extend to damage, destruction, and injury to Board property and HCS personnel or caused by or resulting from the negligent acts, operations or omissions of the Contractor, and any Contractor representative, in performing the services and work contemplated in the Contract;

(ii) Workers' Compensation: As required by statute; and

(iii) Employer's Liability Coverage with limit of \$250,000 per occurrence.

All required insurance shall be provided through a policy(ies) issued by a company(ies) qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the Board. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein. Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the Board and its officers, employees and agents, as additional insureds with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its services or work. Additionally, all certificates of insurance shall provide thirty (30) days written notice be given to HCS before a policy(ies) of insurance is cancelled, materially changed, or not renewed.

Before the commencement of services hereunder, the Contractor shall provide the Board a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

4. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the Hoover City Board of Education, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or other representative of the Contractor, hereafter a "Contractor Representative") asserted against the Indemnitees that arise out of, relate to, result from, or are attributable to any of the following: (i) any failure by Contractor to perform its obligations under this Contract; (ii) any defects in the Product; and (iii) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform their services and work. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

HCS agrees to give Contractor reasonable notice of any such Claim asserted against HCS for which indemnification is required.

5. Non-Exclusive Contract. Nothing in the Contract precludes HCS from obtaining the Product or related services from another vendor or third-party supplier.

6. Independent Contractor. Contractor is an independent contractor of the Board. This Contract does not create any partnership, joint venture or principal-agent or employer-employee relationship between the

Contractor and HCS or between any personnel that the Contractor assigns to perform services at a Board facility. HCS retains no control or authority with respect to the means and methods in which the Contractor (or any of its employees, representatives, or subcontractors) performs its services or work.

Further, the Contractor shall establish and pay each of its employees, workers, or subcontractors the wages, benefits, and any other compensation owed them with respect to their services. No workers or other person engaged by the Contractor are eligible to receive any benefits provided by HCS to its employees. The Contractor acknowledges and accepts all responsibilities imposed by federal and state income tax or employment laws concerning the performance of work by the assigned workers, including, but not limited to, withholding amounts for federal income taxes, Social Security taxes, unemployment taxes and applicable state and local income taxes, and, if applicable, the provision of benefits under the Affordable Care Act or other federal or state laws.

7. Safety. HCS makes no representations and gives no warranties that the locations at HCS schools or other Board properties that Contractor Representatives may enter to perform services or work in connection with this Contract (a "Work Site") are safe, fit for the purposes required by Contractor, or free from defect (latent or patent), Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at a Work Site that will prevent it from safely performing its services and work, and (b) is exclusively responsible for performing those services and that work in a safe manner that does not put at risk the safety of persons or endanger property in or about a Work Site. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to the following: (i) all persons who may be affected by its services and work; (ii) all materials and equipment to be incorporated therein; and (iii) HCS property on or about the Work Site or adjacent thereto.

8. Damage/Loss/Replacement of HCS Property. Contractor will be responsible for and reimburse HCS for any damage or loss to its real or personal property resulting from the negligent acts of its Contractor Representatives in performing their services or work at a HCS school or location that is contemplated hereunder. In the event of any theft or loss of property attributable to the Contractor or a Contractor Representative, the Contractor agrees to replace the property and/or reimburse HCS for the replacement value of the subject item and necessary repair.

9. No Waiver Unless in Writing. No forbearance or delay by HCS in enforcing any of its rights under this Contract shall be construed as a waiver of those rights. No terms of this Contract shall be waived by HCS unless expressly waived in writing.

10. Applicable Law. The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.

11. No Third-Party Beneficiaries. The Contract is made only for the benefit of HCS and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

12. Amendment. This Contract may not be amended or modified except by a written instrument signed by both parties.

13. Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT, THE CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE BOARD ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT

OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE BOARD AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO CONTRACTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM THE BOARD'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE BOARD WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE BOARD BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS CONTRACT BY THE BOARD.

14. Construction of Contract. If any provision or term of this Contract is determined to be ambiguous, no presumption shall be made that either of the parties drafted the Contract.

15. Contract Representatives/Notices. HCS and Contractor each will appoint and provide contact information (including a cell telephone number and business email address) for a Contract Representative(s) who will be their primary contact(s) for regular communications concerning the operations contemplated herein and have authority to make timely decisions on the administration of the Contract. The Contract Representative appointed by Contractor must continuously be available during days and times when HCS is using the Product. Any notices required herein shall be directed to the respective Contract Representative designated by a party. Any notice shall be sufficiently furnished when given in writing and sent to the appropriate Contract Representative(s) via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

16. Dispute Resolution. The Contract Representatives will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). If those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request mediation of that Dispute.

17. Partial Invalidity. If any provision of the Contract is held to be invalid, illegal, or unenforceable, the remaining provisions of it shall remain in full force and effect.

18. No Assignment. Contractor may not assign this Contract, or any of its rights or benefits hereunder, to any other party without prior written approval of the Board, which approval will not be withheld for good reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

III. PRE-BID INQUIRIES/ QUESTIONS/ADDENDA

HCS will not conduct a pre-bid conference in connection with this Bid. Specific questions about the Specifications, other bid materials, or the bid processes should be directed in writing to Michele McCay, Chief School Financial Officer at mmccay@hoover.k12.al.us by July 28, 2021.

Mrs. McCay will attempt to respond to those inquiries in writing no later than July 30, 2021, and all written questions and responses thereafter will be treated as Addenda to the Specifications.

IV. INSTRUCTIONS

- a. All bidders must use, complete, sign, and notarize the included HCS Price Quote Form when submitting their bid.
- b. All bidders must use, complete, sign, and notarize the included Bidder Certification Form when submitting their bid.
- c. All bids must be sealed and marked on the exterior "Price Per Copy Program - Bid # 2021-04 Minimum 75 Copies-Per-Minute High Speed Copiers/Imaging Machines" - Opening: 10:00 a.m. Tuesday, August 4, 2021."
- d. Late bids will not be opened or considered.
- e. Bids and other materials submitted by a respondent should be typewritten or in ink. Bids submitted in pencil or faxed to HCS will not be accepted.
- f. In preparing their responses, bidders should consider that HCS is exempt from State Sales or Use Tax or Federal Excise Tax.

V. AWARD PROCESS

1. HCS will award the contemplated Contract to a responsive bidder that submits the lowest responsible bid. HCS's determination of the lowest responsible bidder will not be made based on price only. In making this determination, HCS will consider price and the following factors: quality, conformity with specifications, past service, serviceability, experience, performance, material or equipment, terms of delivery (including date, point of delivery or pickup, and transportation charges), and other objective circumstance or considerations that reasonably reflect or evidence the bidder's ability to meet the requirements for this Bid, and award the Contract to the bidder who makes the proposal that is most advantageous to the Board.
2. HCS reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed previous contracts for them or other similarly situated customers that are of a nature like that contemplated in this Bid.
3. In determining the bidder to whom to make the award, HCS also reserves the rights to:
 - (a) reject the proposal of any bidder which, based on its investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;
 - (b) reject the proposal of any contractor who cannot demonstrate its fitness to meet and perform the Contract requirements to the reasonable satisfaction of HCS;

- (c) reject the proposal of any bidder who is in arrears or in default to HCS upon any prior contract or transaction;
- (d) request that a bidder present additional evidence that it has the ability and possesses the necessary facilities, financial or other resources and, if applicable, adequate insurance to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of HCS;
- (e) disqualify a response because it is not complete or the bidder failed to provide information requested in the Bidder Package materials;
- (f) accept or reject any or all bids, or any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents, or the bidder has failed to include material documents, assurances, and information requested in the bid. HCS further reserves the right to waive irregularities and technicalities in submitted bids; and
- (g) consider, but is under no obligation to accept, a response that proposes exceptions to Specifications that in the estimation of HCS materially deviate from the requirements herein.

4. Unless otherwise agreed, bids shall remain in force for 30 days after the date of the bid opening and may be accepted or rejected by HCS at any time prior to the expiration of this period.

5. After the Bid opening, the Board may require a period of up to fifteen (15) days to review the submissions. During this period, it may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.

6. The Board's governing body will make the award to the successful Contractor by passing a resolution approving same.

7. After making the award, the Board will require that the successful Contractor satisfy any outstanding conditions of the award (including, provision of insurance certificates evidencing compliance with insurance requirements and, if applicable, furnishing any required bonds) within ten (10) days after date of notice of the award. If the successful Contractor fails to take those actions, it shall be considered to have abandoned its proposal, and its bid shall be deemed to have been withdrawn and the proceeds of any bid bond or bid security, if applicable, shall be forfeited to the Board. In this case, the award of this Contract may be rescinded with the new award being made to the next low bidder meeting specifications. The submission of a bid by any bidder shall be considered as acceptance of these provisions by them.

VI. CONTRACT

After the award, the Board will not ask the successful Contractor to execute any form of agreement. In submitting a bid and accepting the award, the successful Contractor agrees to perform its obligations pursuant to the Contract, the Specifications therein, and all other Contract Documents. Unless expressly

agreed by the Board in writing, no terms, conditions, or language that Contractor includes with its bid, invoices, or other writing it submits to the Board with respect to performance of its obligations under this Bid shall be effective or modify those in the Contract.

**ATTACHMENT A TO Bid #2021-04
PRICE PER COPY PROGRAM SPECIFICATIONS**

PRICING

Vendor will charge a comprehensive price per copy for HCS to use each copier/imaging machine supplied by it. That price includes all of vendor's expense to furnish, deliver, maintain, insure, and transport the Product and its other costs of operation related to them (including, but not limited, to, supplying parts, toner, and copier/image supplies), but excluding the cost of paper, staples, and power which will be supplied by HCS.

REQUIREMENTS

Vendor must have the capability to provide the following:

- a. Delivery, service, maintenance, as required.
- a. Discrepancies concerning administration of Contract must be handled promptly (within 7 days on incorrect delivery and within 30 days for invoicing errors/problems).
- b. Call for repairs must be responded to within 2 hours of reported call.
- c. Repair of machine is to be furnished within 24 hours of reported call.
- d. After 3 repairs of the same nature on a machine, the machine is to be replaced within 48 hours.

PRODUCT EVALUATION

Bidder will deliver, upon request, a sample of each machine on which the vendor has bid for evaluation within 7 days of request. Failure to provide the sample within the time frame will result in rejection of the product from the award consideration.

SCOPE

Successful bidder may be asked to analyze each school and recommend the most cost-effective machines for the application.

Pricing is based upon per copy image for a 36-month term with copiers to be provided by vendor. Copiers shall be new or refurbished within the last 3 years, with the ability to print, copy, or scan 75 images per minute. Copier supplies and parts shall be included in pricing. All billing shall be made in arrears for actual copies/prints made with no charge for scans or minimum billing.

QUALIFICATIONS

All dealers shall be factory authorized and shall provide certification of such authorization with this bid. Successful vendor must have a full service parts and service facility zoned according to its function that is located within 30 miles of the Hoover City Limits and is adequately staffed with personnel who can service and provide network support for equipment bid.

SERVICE REQUIREMENTS

Vendor will respond on site within two (2) working hours to calls for service on all equipment provided under this Contract on normal school days. Repair of machine is to be made within 24 hours of reported call. After 3 repairs of the same nature on a machine, the machine is to be replaced within 48 hours. Normal school days vary, but working hours are generally defined as 7:30 a.m.-3:30 p.m., Monday through Friday, excluding holidays. Bidder shall provide a centralized monthly report of all service calls by machine and location. Report shall show date and time of each service call, time of arrival at machine site, and time of service call completion.

ROUTINE SERVICE: Normal service shall include but not be limited to:

- i. Vendor will repair or adjust devices as required to maintain them in good working order. These costs are to be borne by the vendor and are included in the pricing of the Price Per Copy Program.
- ii. Preventive maintenance will be based upon specific needs of the individual device. Preventive maintenance will include lubrication, necessary adjustments and replacement of unserviceable parts.
- iii. On call remedial maintenance, including replacement of unserviceable parts. Only manufacturer approved parts are to be used. Maximum service response time at any location shall be two (2) working hours.

EXCESSIVE SERVICE CALLS

Vendor will be required to replace machine after 3 repairs involving the same issue or nature. The copier hardware failure rate requiring contractor corrections may not exceed two per month.

Machine must be replaced with equipment of equal or greater ability.

DISCOUNT FOR NON-COMPLIANCE WITH SERVICE REQUIREMENT

Charges to HCS shall be reduced for not responding to the two (2) hour service call requirement and subsequent 24-hour repair requirement will be as follows:

- If the response time is 2 – 3 hours, 20% discount of monthly bill for the machine requiring service
- If the response time is 3 – 4 hours, 30% discount of monthly bill for the machine requiring service
- If the response time is 4 – 5 hours, 40% discount of monthly bill for the machine requiring service
- If the response time is over 5 hours, FREE for that month on the machine requiring service

SUPPLIES AND PARTS

Contractor is to furnish supplies and parts as part of the price per copy program. Vendor must provide a local or toll-free number to be used by HCS when ordering supplies. Supplies are defined as black ink/toner, color toner (where applicable) developer, and fuser agent.

SPECIFICATIONS

1. Price is based upon a price per copy/image and includes maintenance and supplies.
2. Equipment must be new or refurbished, but not older than 3 years.
3. Equipment must be capable of reproducing general office correspondence and meet minimum specifications set forth in this Bid.
4. Equipment shall produce acceptable copy from colored paper, labels, and transparency material.
5. Equipment must reproduce on 15-20 lb. bond paper, both virgin and recycled and produce acceptable copy quality without feed problems.
6. Except for Product specifying black & white copies, equipment shall reproduce acceptable copy quality from: solids, architectural patterns, graduated patterns, lines and grids, standard black graphite #2 and redpencils, blue ball point pens, NCR copies, photographs, and colored originals.
7. Equipment shall be equipped with a non-resettable copy/image meter.
8. All safety retrofits shall be automatically installed at no cost to HCS.
9. Determination of compatibility/connectivity will be the responsibility of the vendor and each of HCS's requesting department or any other authorized user of this Contract. The awarded vendor must have qualified local analysts available to provide support for connectivity portion and to answer network questions where applicable.
10. Vendor must furnish and maintain a service log, which is to remain with equipment. The service person must fill out a "cause of breakdown" at time of each service call and return log to machine.
11. For all devices installed because of this price per copy program, the vendor agreesto provide supplies, parts, and maintenance service to all HCS departments and schools utilizing the equipment.
12. Awarded vendors will be responsible for initial training of a minimum of four (4) operators on all aspects of each device installed. Operator/instruction manuals must be included with equipment at time of installation.
13. Network scanning must include all required hardware and software to allow device to scan to PC desktop or network file server. Where scanning is specified, unit to scan document to editable format to include but not limited to PDT, TIFF, and JPEG formats.

Product Quote Form - Bid #2021-04

Below is the bid by the undersigned to perform the obligations of the Contract for this Bid. The undersigned submits this Form in response to the Invitation to Bid for the subject Contract. HCS may use the address and contact information below for its communications with the undersigned bidder. By submitting its bid, the undersigned acknowledges and agrees that it has read and understands the Specifications and other conditions for the award of the contemplated Contract, and, except as may be listed below, agrees to perform its services in accordance with those Specifications, the terms of the Contract, and other requirements in the Bidder Package.

Note: Please complete each of Sections a-c below.

a. Bid– Cost Per Copy: \$ _____

b. Please complete or indicate in right hand column whether Product meets the corresponding specification:

Specifications	Compliance
1. Machine Model, if refurbished, specify age	
1. Digital technology	
2. Minimum 75 copies per minute	
3. 600 X 600 DPI	
5. Reversing Automatic Document Feeder	
6. 6,000 sheet paper capacity plus bypass	
7. Dual 550 paper drawers	
8. 100 sheet bypass	
9. Automatic duplexing	
10. Automatic paper selection	
11. Zoom, reduction, enlargement: 25% to 400%	
12. Access codes for Management, Auditing, and Billing use	
13. Booklet mode	
14. 2,000 sheet multi-position stapling finisher	
15. 100 confidential user mailboxes for print on demand and document storage	
16. Scanner capabilities	
17. Text/Photo mode	
18. Automatic exposure	
19. Combine mode: 2-in-1, 4-in-1	

c. Make, Model, and Manufacturer of Product

At Hoover High School: _____
At Simmons Middle: _____
At Berry Middle: _____
At Bumpus Middle: _____
At Deer Valley Elem.: _____
At Riverchase Elem.: _____
At Rocky Ridge Elem.: _____

Name of Firm or Company Submitting Bid

Date of Bid

Street Address

Tax Id # of Bidder

City State Zip

Web Site of Bidder

Printed Name Representative Executing for Bidder

Cell Ph. # Bidder Contact

Signature of Bidder Representative

Office Ph. # Bidder Contact

Title

Email Address Bidder Rep.

NOTE: This Bid Response must be notarized.

Sworn to and subscribed before me on this _____ day of _____, 2021.

Notary Public

Commission Expiration Date

NOTES:

- (1) Please state any Exceptions to the Specifications or other requirements in the Bidder Package on a separate sheet and attach that sheet to your Bid Response.
- (2) In addition to completing the Contractor Price Quote Form that is attached, bidders must complete, sign, notarize and return the following Bidder Certification Form with their responses.

BIDDER CERTIFICATION FORM

The undersigned bidder warrants, represents and agrees that each of the following is true and correct in connection with Bid # 2021-04 (Price Per Copy Program – Minimum 75 Copies-Per-Minute High Speed Copiers/Imaging Machines):

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid, agreed to pay or offered any party or person (including, but not limited to, any employee or official of the Board, either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract for assistance or aid rendered to or to be rendered in attempting to procure or be awarded the Contract contemplated in this Bid;
- (d) it understands that, if any employee or official of the Board shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other thing of value from the Contractor as an inducement, or intended inducement, in the procurement of the Contract, or the giving of business that such conduct may constitute a crime that may subject that employee, official or the Contractor to punishment or a fine in accordance with state and/or federal law;
- (e) all the information contained in the response to the bid is true and correct; and
- (f) the Board may rely on information submitted in awarding the subject Contract.

Name of Firm or Company Submitting Bid

By: _____
Signature Bidder Representative

Printed Name: _____

Its: _____
Title

Date: _____

Sworn to and subscribed before me on this _____ day of _____, 2021.

Notary Public

Commission Expiration Date