

INVITATION FOR BIDS
Cost-Per-Image Agreement for Copying and Printing Services
For
Wayne County School District
Bid#10446

March 20, 2023

Vendors:

The Wayne County School District (the “District”) is soliciting bids for certain managed print strategy pursuant to a **“Cost-per-Image” Agreement for Copying and Printing Services**. We are looking for the most economical, best priced option for our District with a robust, remote-access monitoring solution for service and supply replenishment, and an installation plan that will cause the least disruption to our schools and support sites.

Bids will be received by the Wayne County School Board of Education, 810 Chickasawhay Street, Waynesboro, MS 39367 or electronically at www.centralbidding.com, until **10:00 am, CST, Wednesday, April 19, 2023**. Neither dating of the bid, nor placing it in the mail by this date will meet legal requirements. All bids must be received at the Board of Education or electronically at www.centralbidding.com on or before the date and time specified. The Wayne County School Board of Education reserves the right to reject any and/or all unpriced proposals received and to waive any and all informalities.

If submitting a paper bid, it shall be typed and any changes that are made must be initialed. No changes shall be allowed after the bids are opened. The Wayne County School District shall not be responsible for any errors or omissions. Bids may be hand delivered, mailed, or submitted electronically. Paper bids must be submitted in a sealed 8” x 10” or larger envelope. Please label outside envelope or shipping box as follows or the bid may be rejected:

Attn: Person’s Name

IFB CPI Agreement for Copying and Printing Services

IFB Number

Date and time to be received by

Name of company or person submitting bid

NOTE: It is the respondent’s responsibility to see that its bid is received by the Bidding Office at the aforesaid address prior to the bid opening date and time. Each bidder is responsible for all costs incurred in preparing and delivering its bid.

If any Bidder contemplating submitting a bid is in doubt as to the meaning of the requirements of the bid or the bid process, the Bidder must submit a written request for clarification by **10:00 am, CST, Wednesday, April 12, 2023**, by email to singleterryd@wcsdms.com. The District will respond to all inquiries and render an official interpretation of the question in writing via addendum/clarification and will be sent to all bidders requesting bid information. The Bidder shall certify its acknowledgement of the addendum/clarification by noting in space provided on the Schedule of Required Submittals and Signature Sheet and returning it with their bid. Questions received after the mentioned deadline for Written Questions/Clarifications shall not be

considered.

Revisions:

The District will be the sole determinants of whether any revisions/addenda should be issued as a result of any question or other matters, and may extend the bid 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 bids will be opened at 810 Chickasawhay Street, Waynesboro, MS 39367 on the date and at the time stated above and will be read to the public.** An evaluation of the bids will be conducted after the opening and submitted to the District's Board of Education or Trustees for approval when the evaluations are complete. The District reserves the right to reject any and all bids received for any reason, to waive any bid informality and to negotiate further with any bidder.

If it becomes necessary to revise any part of this Invitation For Bid, specifications and related documents prior to the assigned return date, the District will send the revision via email to all parties to whom the Bidding Agent has sent the Invitation for Bids and related documents. Vendors must adhere to the due date for Invitation For Bid/Questions listed on the Invitation For Bid Schedule of Events.

Sincerely,

Mr. Dennis Singleterry
Wayne County School District
Business Manager

Publication Dates: March 30, 2023
April 6, 2023

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BID COVERSHEET

Board of Trustees
Wayne County School District
810 Chickasawhay Street
Waynesboro, MS 39367

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 bid is being submitted.

This bid consists of this Bid Coversheet, General Conditions/Specifications, Detailed Specifications, and IFB Forms all of which are attached to this Bid Coversheet. The undersigned understands that a company officer's signature is required on each form, and unless this has been done, the firm's bid may be considered incomplete and therefore rejected. Also, included is a list of commercial references and other required information.

FIRM: _____

BY: _____

ADDRESS: _____

TITLE: _____

CITY/STATE: _____

TELEPHONE: _____

DATE: _____

CELL PHONE: _____

EMAIL: _____

GENERAL CONDITIONS/SPECIFICATIONS

The Wayne County School District, Mississippi, (the “District”) is soliciting bids for certain managed print services pursuant to a **“Cost-per-Image” Agreement for Copying and Printing Services** (the “Agreement”).

Bids will be received by the Wayne County School Board of Education, 810 Chickasawhay Street, Waynesboro, MS 39367 or electronically at www.centralbidding.com, until **10:00am, CST, Wednesday, April 19, 2023**. Neither dating of the bid, nor placing it in the mail by this date will meet legal requirements. All bids must be received at the Board of Education or electronically at www.centralbidding.com on or before the date and time specified. The Wayne County School Board of Education reserves the right to reject any and/or all unpriced proposals received and to waive any and all informalities.

Please address any questions to singleterryd@wcsdms.com. The bids will be opened in the Central Office of Wayne County Schools at the address and on the date and time noted above. All bids must be submitted on or before the aforesaid deadline time and date. Envelopes containing bids must be plainly marked “IFB CPI Agreement for Copying and Printing Services” along with the name and address of the bidder and the IFB number. Any notations appearing on the outside of an envelope containing a sealed bid that purport to amend the bid in any manner will not be considered.

Once submitted, a bid 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 bids and make decisions on matters pertaining to bids received.
- 2) To reject any and/or all bids 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 bid.
- 4) To determine the lowest and best bid submitted by a qualified vendor.

Bidders must be licensed to do business in the State of Mississippi. A non-resident bidder 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 bidder’s state awards contracts to Mississippi vendors. Mississippi vendors will be granted preferences over non-resident vendors 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 vendor. When a non-resident vendor submits a bid, the vendor must attach to the bid a copy of its resident state’s current law pertaining to such state’s treatment of non-resident vendors. The non-resident vendor must also attach to its bid evidence of its state of incorporation and principal place of business and a certificate of good standing evidencing that the vendor is qualified by the Mississippi Secretary of State to do business in Mississippi.

PRICING

Prices must be shown on the attached Vendor Pricing Form supplied for this purpose. All bids 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 VENDOR FINANCING

Any source(s) that a potential vendor 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 vendor, during the vendor's bid 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 vendor will remain responsible to the District in all respects under the Agreement.

VENDOR REQUIREMENTS

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

- (a) Equipment and service to the District required for the vendor to fulfill its obligations under the Agreement;
- (b) Four-hour response time for service and one-hour response time by the vendor 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, start to finish until all products and services required by the Agreement are in place and operational for the District for the entirety of the contract.
- (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 vendor must acknowledge that the equipment required by the Agreement must be completely installed and operational in each location by June 30, 2023. The vendor must agree to pay liquidated damages in the amount of \$100 per location where the equipment is not completely installed and operational by the stated date. The liquidated damages will continue to accrue for each location until all the equipment is completely installed and operational at that location. 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 Agreement entered into with the successful vendor will contain the

liquidated damages provision described in this IFB.

VENDOR

Vendor 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 Vendor;
- (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 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 Vendor 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 BIDDER

The District will hold the successful bidder 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 _____

Wayne County 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 Bidding Coordinator, acting on behalf of the District that details amendments, changes or clarifications to the specifications and terms and conditions of this IFB. Such written instruments shall be the sole method employed by the District to amend, change or clarify this IFB, 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 bidder as the result of the Invitation for Bid.

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

CPI: Cost per Image.

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

District: Wayne County School District.

Evaluation Criteria: To ensure fairness to respondents, but protect the District, the Invitation for Bid 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.

Invitation for Bid: Invitation for Bids, also referred to herein as IFB.

Invitation for Bid Closing/Closing Date: The date and time specified in this Invitation for Bid by which the bid must be received. Bids received after such date and time shall not be considered valid.

May, Should: Indicates something that is requested but not mandatory. If the Vendor fails to provide requested information, the District may, at their sole option, either request that the Vendor provide the information or evaluate the Invitation for Bid without the information.

Respondent: Individual or company submitting a bid in response to this Invitation for Bid.

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

Vendor: Respondent to the Invitation for Bid.

Section II

Invitation for Bid Specifications

GENERAL SCOPE OF WORK

The District is soliciting bids from qualified vendors for the implementation and servicing of print devices and MFD's for all school locations, support services and other District offices and facilities. The District intends to select one (1) vendor which has submitted the lowest and best bid, and which satisfies the Invitation for Bid'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 bidder.

Respondents must submit a bid based on a cost per impression charge (CPI). The equipment to be installed under the Agreement 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:

Vendor Qualifications for Evaluation Process and Requested Services (Place in chronological order as in the Invitation for Bid 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:

Bids will not be accepted unless they are accompanied by a current Certificate of Insurance. The following minimum insurance requirements must be met, or the bid will be considered incomplete and therefor 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) Worker’s Compensation Limits: Statutory-State of Mississippi. Policy must include a waiver of subrogation in favor of Wayne County School;
- (d) Employers’ Liability: \$100,000.00 Each Accident; \$500,000.00 Disease Policy Limit; \$100,000.00 Disease Each Employee;
- (e) Awarded Vendor must name the Wayne County School District as additional insured on the General Liability Policy and Automobile Policy; and
- (f) Proof of coverage must be placed on file with The District by the Awarded Vendor and kept current throughout the term of this Agreement.

3) Equipment Technical Specification:

All printer/MFD devices (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 manufactured**. (No refurbished or remanufactured).
- (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 IFB 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) MFD’s must be operable as “walk-up” copiers even if temporarily disconnected from the network.
- (g) All Mono Printers, Color Printers, and Desktop MFD’s 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 District 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 device;
 - (o) Cost center/accounting code capability, minimum four (4) digits, minimum capacity of fifty (50) codes per MFD device;
 - (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) MFD's Capable of 3 Hole Punch where requested.

4) Requirements for Delivery, Installation, Testing & Training:

- (a) Awarded Vendor 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) Awarded Vendor must specify all electrical requirements, including any necessity for special electrical receptacles, dedicated lines, etc. Awarded Vendor must provide an adequate surge protection device for each A3 MFD, as required, as part of the Agreement pricing.
- (c) Awarded Vendor 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) Awarded Vendor must identify, by name and qualifications, the person who will be responsible for overseeing the installation and configuration of the print devices in the District locations.
- (e) The Awarded Vendor must provide a typical implementation plan as part of its bid. This implementation should address **in detail** the following:
 - Pre-installation planning as it pertains to equipment configuration(s) before arrival.
 - Number of vendor 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) Existing equipment staging for removal, i.e. wooden pallets and shrink wrap. The Awarded Vendor will be provided floor plans that indicate the locations, models and serial numbers of the units to be removed. The Awarded Vendor will not be staging units included in the buyout, if applicable, of the current contract and will not be

responsible for any part of the current equipment removal beyond the staging phase unless otherwise negotiated with the District. The District will provide a staging area or areas for the equipment scheduled for removal.

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

Awarded Vendor 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) Awarded Vendor must provide equipment, service, supplies and remote monitoring to the District.
- (b) The Awarded Vendor must not subcontract or assign support, supplies, service, or any part of this Invitation for Bid or Agreement to any third party. The District will not accept any communication from any third party for the entirety of the Cost-per-Image Agreement for Copying and Printing Services.
- (c) A connection will be provided for the Awarded Vendor for the purpose of a print device remote monitoring/management system supplied by the Awarded Vendor, preferably web-based, that allows both the District and Awarded Vendor to monitor copier use and status; automated meter readings; programming of copier functions; service responses, uploading/editing of phonebooks, mailboxes and cost centers; standard and customizable reports of use/production; and related functions/services. (Use of fleet management system for automated supply ordering and submission of service calls would be a plus.) Awarded Vendor 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.
- (d) Describe the method by which supply items would be obtained, the proposed shipping method and lead time for receiving such products. The Awarded Vendor shall be responsible to deliver to the user location with automated shipping of needed supplies with next day delivery. Shipments must be identified with District 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) Awarded Vendor will provide a per copy credit for all images made during the course of preventative maintenance and/or service.
- (i) Provide an ongoing project manager to maintain on-site visits with each District 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) Awarded Vendor 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 District 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 separated by each location.
 - Total number of service calls by device.
 - Service call response times by device.
 - Service completion times by device.
 - Annual YTD mono and color volumes versus annual District volume commitment as a whole and by each District location
 - Additions/removals of equipment if applicable. Also, the ending count of any unit removed as well as the initial count of the unit taking its place.
 - Any ongoing training events

6) Service/Monitoring Requirements:

Disclaimer: It is the expectation of the District that during normal business hours the Awarded Vendor will respond to service issues within **four (4)** hours including a **one (1)** hour phone response at all locations. It is expected that the fleet of devices be monitored remotely for service issues and supplies. The expectation is that service and supplies will be administered from the vendor using remote monitoring with no interaction from the Client. This is to include, but not be limited to, all maintenance, repair, and relocation of devices. The Awarded Vendor must have 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 Observation 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. Note: It is the expectation of the District that all services and supplies be administered through remote management

by the Vendor without requiring active interaction by the District.

- b) Provide an organizational 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 hour 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 District holidays. Please explain how your call center is operated.
- f) 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 Awarded Vendor. The service credit will be \$50.00 per hour for each hour after the 4th hour in each instance.
- g) Awarded Vendor 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 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 Awarded Vendor notify the District. In any event that this is the case, the Awarded Vendor 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.
- j) Each print device will be expected to perform 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 48-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) 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) Volume Monitoring:

- (a) It is the intent of the District to capture a 12-month cycle of a District year 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 Awarded Vendor then divided into 12 monthly

installments for each District year cycle. 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 that District year cycle has been exceeded.

The District is committing to a forty-eight (48) month cost-per-image (CPI) Agreement. Electronic Bid Pricing Responses must include two cost-per-image pricing units, one for a mono cost-per-image, and one for a color cost-per-image. Relative overage pricing for both mono and color cost-per-image must be listed separately. Pricing structure for both the mono and color cost-per-image (CPI) shall include, but not be limited to, service, hardware, parts, software(s) and supplies required to support all the print devices proposed. These two cost-per-image unit totals will be structured on a minimum annual basis for the duration of the 48-month cost-per-image Agreement. The unit totals for both mono and color will be broken down in 12 monthly installments for each of the annual minimums. If, and only if, the annual total of either the mono and/or color cost-per-image unit totals are exceeded during an annual period will any overages apply. Overages, if applicable, will be reconciled on an annual basis at the end of the 12th month of each annual period for the life of the 48-month Agreement. For each twelve (12) month reconciliation, the Awarded Vendor is responsible for the page count collection for all devices. Under no circumstance will volume estimations for billing purposes be allowed for the entirety 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 vendors 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 during the entirety of the CPI Agreement.
- (c) Awarded Vendor 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 Awarded Vendor. The service credit will be \$50.00 per hour for each hour after the 4th hour.
 - Awarded Vendor 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 Awarded Vendor then adjusted accordingly. Over the term of the Agreement, the District shall reserve the right to add to the initially installed population of devices.

Additional Requirements:

In addition to the foregoing, and/or by way of reiteration, respondents to the Invitation for Bid must provide the following:

1) Qualifications

- (a) Describe the experience of the vendor in working with 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.

Network Connectivity Requirements:

- (a) Connectivity to the Windows 7, Windows 8, Windows 10, CITRIX, Windows Server/Active Directory, macOS and iOS
- (b) Protocols supported: TCP/IP
- (c) 10/100/1000MB Ethernet Connection
- (d) Scan supported: JPG, PDF, and TIFF
- (e) SMTP (Simple Mail Transfer Protocol) supported
- (f) SMBv2 (Server Message Block) or greater supported

Security Requirements:

- (a) Awarded Vendor 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 guaranty of removal of all the District's documents and information from the hard drives of all copiers. (The cost of this service must be included in the bid pricing.)

(Remainder of page intentionally left blank.)

Section III

Invitation for Bid Instructions

Vendors 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, Vendors must submit a complete response to this Invitation for Bid in the format detailed by the specifications. Bids must be dated, signed by an official authorized to bind the Vendor to the terms of the bid and submitted to the District in accordance with the instructions, terms and conditions of this Invitation for Bid. All bids must be submitted in accordance with Section §31-7-13, Mississippi Code (1972). All bids must be typed or written in ink. Any alterations or changes that are made must be initialed. By submitting a bid, the vendor is agreeing that it has no reason for protest and that it has not made any unauthorized amendments to the requirements of this IFB.

All items on this Invitation for Bid are to be per specifications or approved by the District.

The District reserves the right to:

- (a) Accept or reject any or all bids, or any part thereof, or to withhold the award and to waive, or decline to waive irregularities in any bid when determined that it is in its best interest to do so;
- (b) Award the Agreement, if awarded, within forty-five (45) days from the date of the bid opening date. Bid by vendor shall remain firm for this 45-day period;
- (c) Waive any informalities or technicalities contained in any bid received;
- (d) Waive any minor defects in the bid;
- (e) Make an award based upon various selection criteria;
- (f) Request clarification from any Vendor on any or all aspects of its bid;
- (g) Retain all proposals submitted in response to this Invitation for Bid;
- (h) Award an Agreement with Vendor or Vendors deemed to have submitted the best and most advantageous bid(s), price, technology, and other relevant factors considered. Price alone shall not be the sole determining factor in the selection process.

No telephone or facsimile bids will be considered. Bids received after the time for closing will not be considered.

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

Response Format:

Responses must address all aspects of the Invitation For Bid and should follow proper sequential order as presented in the Invitation For Bid. All submittals should note Invitation For Bid Section numbers. All information requested in this Invitation For Bid must be submitted in a manner consistent with Section V: Schedule of Required Submittals and Signature Sheet.

Submittals must be in sequential order as in the Invitation For Bid. Each bid should be prepared simply and economically, providing a straightforward concise description of the approach and ability to meet the District's requirements.

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

The Vendor 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 Invitation For Bid. Vendor further understands and agrees that it has an affirmative duty to inquire about, and clarify, any Invitation For Bid 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 bid rejected, regardless of its value to the District.

Pre-Bid Conference and Invitation for Bid Clarifications/Questions:

There will be no pre-bid conference. **If you intend to submit a response for this IFB you must submit an email to singleterryd@wcdms.com stating your intent to respond in order that you are included in responses to all vendor questions.** List ONE email contact only for your company. Any and all IFB questions must be submitted via the email listed below; the subject line must contain Invitation for Bid **“Cost-Per-Image Agreement for Copying and Printing Services – Questions”**. **The deadline for bid questions is Wednesday, April 12, 2023, at 10:00 am CST. No questions after that date and time will be accepted.**

Questions or concerns regarding this Invitation for Bid shall be submitted in email format ONLY and directed to:

Dennis Singleterry
singleterryd@wcdms.com
Phone: 601-735-4871

The District will respond to emailed question(s) with the single word reply of “received”. If the Vendor does not get a confirmation that the question(s) were received, it will be the responsibility of the Vendor to contact the person named above by phone to make sure the email has been successfully transmitted. Bid results will not be given out until such time as an award is made. Results will be emailed to all registered vendors.

Award Timelines:

The District intends to award the Agreement as soon as possible following the evaluation of all responses. Part of the evaluation process may include visits to vendor sites for demonstration of any or all proposed units. Upon award, a purchase order will be submitted to the Awarded Vendor and performance should begin as soon after that time is operationally feasible. An implementation plan for the installation of this is to be coordinated with the District as quickly as possible following the award. The Agreement will initiate on the first day of the month following the completion of the installation and presentation of the applicable buyout checks, unless otherwise agree upon by the District and the Awarded Vendor. Upon completion of the award timelines, the Liquidated Damages Clause may be adjusted to consider installation logistics.

No Bid Requirement

If the Vendor is unable to provide a bid, it should date and sign the Bid Coversheet, indicate “NO BID”, provide a brief explanation and return the Bid Coversheet before Bid Closing/Open Date. By responding to this bid you are waving any right to protest and you are in agreement with using the District’s Agreement as listed in Section IX of this IFB.

Evaluation:

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

- | | |
|---|-----|
| (a) Cost of eligible proposed products | 30% |
| (b) Quality of vendor’s services/products | 15% |
| (c) Reputation of vendor’s ability and stability to perform | 15% |
| (d) Remote monitoring/supply and service program | 15% |
| (e) Installation and implementation plan | 25% |

Each of these categories is assigned a percentage weight with the sum of all categories equaling 100%. All information provided by the applicants and other information available to the District staff will be used to evaluate the submitted bids. Copies of the evaluation weights scale will be available after the award to any applicant 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:

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

Section IV

Terms and Conditions

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

Insurance:

Vendor 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 workmen's compensation in minimum amounts of insurance as listed in Section II. Insurance company of vendor shall provide new certificates or insurance to the District within thirty (30) days if any policy is changed or cancelled.

Liability:

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

Agreement:

An Agreement shall be executed by the Vendor with the District to contract on the terms and conditions specified in the IFB.

Respondents must submit a bid based on a cost per impression charge (CPI). The pricing submitted by the vendor is to be uniform for the District. The equipment to be installed under the Agreements is listed in Section VII. The equipment will be installed in the various locations of the District as directed by the District.

The Awarded Vendor's signed bid 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 Invitation for Bid shall be executed by the Vendor as an offer to the District to contract on the terms specified therein. Submitting a bid acknowledges the Vendor is agreeing that it has no reason for protest and it has not made any unauthorized amendments to the requirements of this IFB.

Delivery and Installation:

New devices shall be delivered to all District locations as instructed. A list of each location with quantities needed will be provided to the Awarded Vendor. Quantities are listed in Section VII of the IFB. It is understood the successful bidder agrees to transport the new devices on the same day as installation. It is required that the Awarded Vendor layout 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 will commence on the first day of the month following the completion of the installation and presentation of buyout check (if applicable) to the District. The cost-per-image Agreement will continue for a period of four (4) years. Pricing must remain firm for the length of this Agreement.

Billing Information:

All items/services pertaining to WAYNE COUNTY SCHOOL DISTRICT are to be billed to Wayne County School District, Attn: Accounts Payable, 810 Chickasawhay Street, Waynesboro, MS 39367. All billing will be in accordance with MS Code §31-7-305. Monthly installment payments will be made to vendor within 45 days from the date the invoice is received at the District office, provided all is satisfactory based on the bid requirements.

The invoice shall show the detailed summary billing by unit location and shall only reflect the agreed monthly installment billings for the first 11 months of each school year. CPI overages, if applicable will be reconciled at the end of the 12th month for each year of the Agreement.

Compliance with Laws:

The Vendor 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:

Vendor/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. Vendor/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 Vendor/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. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor to the following: (a) Vendor/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 Vendor/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 BID INSTRUCTIONS acknowledges that the company is complying

with the Mississippi Employment Protection Act E-Verify Program.

Budgetary Constraints:

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

Cancellation/Termination:

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

Records and Audit:

The Vendor 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 Vendor 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.

(Remainder of page intentionally left blank.)

Section V

Schedule of Required Submittals and Signature Sheet

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

- (a) Bid Coversheet
- (b) Vendor Qualification/Evaluation Documents (Title each as in the Invitation for Bid, i.e. Section Numbers/Questions Numbers, and place in chronological order as in the Invitation for Bid)
- (c) References
- (d) A sample Agreement integrating the requirements specified herein as part of the Invitation for Bid; it shall be executed by the Vendor as an offer to the District to contract on the terms specified therein, as stated in Section IV
- (e) 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 Invitation for Bid **“Cost-Per-Image Agreement for Copying and Printing Services”** and provided in sequential order as identified above.

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 Invitation for Bid according to your specifications and quantities at the indicated prices. I/We further agree not to request permission to withdraw our bid after the bids have been publicly opened.

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

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

If applicable, please acknowledge acceptance of addenda/clarification(s) issued by checking below:
Addendum 1 ___ Addendum 2 ___ Addendum 3 ___ Addendum 4 ___

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	Description/Minimum Specifications
45+ ppm Mono Printer	66	45 or more ppm; Internal NIC; LCD Graphic Display; Minimum 512 MB RAM Memory; 1-500 Sheet Internal Tray; Duplex; Minimum 6K Toner Cartridge** (Minimum 5% Coverage)
35+ ppm Color Printer	7	35 or more ppm; Internal NIC; LCD Graphic Display; Minimum 1GB RAM Memory; 1-500 Sheet internal Tray; Duplex; Minimum 5K Color Toner Cartridges** (Minimum 5% Coverage); Minimum 6K Black Toner Cartridge** (Minimum 5% Coverage)
45+ ppm Desktop Mono MFD	40	45 or more ppm; Internal NIC; LCD Graphic Display; 1GB Minimum RAM Memory; Minimum 50 Sheet RADF; Duplex; Copy; Print; Color Scan; Fax; 1-500 Sheet Internal Tray; Minimum 12K Toner Cartridge** (Minimum 5% Coverage) Must support statement & letter paper sizes for both input and output.
35+ ppm Desktop Color MFD	6	35 or more ppm; Internal NIC; LCD Graphic Display; 1GB Minimum RAM Memory; Minimum 50 Sheet RADF; Duplex; Copy; Print; Color Scan; Fax; 1-500 Sheet Internal Tray; Minimum 12K Toner Cartridge**; Minimum 1K Color Toner Cartridges**; Must support statement & letter paper sizes for both input and output.
40+ ppm Mono MFD	9	40 or more ppm network ready MFD to include: Minimum 100 Sheet Capacity RADF or Dual Scan ADF; 2G Minimum RAM Memory; HDD 160GB; Duplex; Copy, Print; Minimum 4,000 Sheet Paper Capacity & 1,000 Sheet Multi-Position Stapling Finisher; 3-hole Punch Unit; Must support statement, letter, legal, & ledger input and output.
35+ ppm Color MFD	6	35 or more ppm network ready color MFD to include: Minimum 100 Sheet Capacity RADF or Dual Scan ADF; 2G Minimum RAM Memory; Duplex; Minimum 160GB HDD; Copy, Print, Scan; Minimum 3,000 Sheet Paper Capacity & 1,000 Sheet Off-set/ Multi-Position Stapling Finisher; 3-hole Punch Unit; 3 with Fax; Must support statement, letter, legal & ledger paper sizes for both input and output.

NEW EQUIPMENT REQUEST (Continued)

Device Type	Quantity	Description/Minimum Specifications
50+ ppm Mono MFD	5	50 or more ppm network ready MFD to include: Minimum 100 Sheet Capacity RADF or Dual Scan ADF; 2G Minimum RAM Memory; HDD 160GB; Duplex; Copy, Print; Minimum 4,000 Sheet Paper Capacity & 3,000 Sheet Multi-Position Stapling Finisher; 3-hole Punch Unit; Must support statement, letter, legal, & ledger input and output.
50+ ppm Color MFD	3	50 or more ppm network ready color MFD to include: Minimum 100 Sheet Capacity RADF or Dual Scan ADF; 2G Minimum RAM Memory; Duplex; Minimum 160GB HDD; Copy, Print, Scan; Minimum 4,000 Sheet Paper Capacity & 3,000 Sheet Off-set/ Multi-Position Stapling Finisher; 3-hole Punch Unit; 3 with Fax; Must support statement, letter, legal & ledger paper sizes for both input and output.
70+ ppm Mono MFD	7	70 or more ppm network ready MFD to include: Minimum 150 Sheet Capacity RADF or Dual Scan ADF; Duplex, Copy; Print; Color Scan; Minimum 6,500 Total Sheet Paper Capacity; Minimum 160GB HDD; Minimum 3,000 Sheet Multi-Position Stapling Finisher; 3-hole Punch Unit; Must support statement, letter, legal & ledger paper sizes for both input and output.
80+ ppm Mono MFD	2	80 or more ppm network ready MFD to include: Minimum 200 Sheet Capacity RADF or Dual Scan ADF; Duplex, Copy; Print; Color Scan; 6,500 Minimum Total Sheet Paper Capacity; Minimum 160GB HDD; Minimum 3,000 Sheet Multi-Position Stapling Finisher; 3-hole Punch Unit; Must support statement, letter, legal & ledger paper sizes for both input and output.

** Minimum toner yields are listed only in an effort to reduce the frequency of replacement toners.

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 Guaranteed Volume of 525,000 monochrome pages		
Proposed Cost-Per-Image Based on the Monthly Minimum Guaranteed Volume of 25,000 color pages.		

Company

Authorized Signature

Telephone

Email

Date

Section IX

Cost-Per-Image Agreement for Copying and Printing Services

The Agreement is entered into by and between _____ (hereinafter referred to as the "District") and _____ (hereinafter referred to as the "Vendor"). This Agreement becomes effective upon signature by the District and Vendor and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to issue 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.
- (d) Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the District if credit approval is denied within thirty (30) days after the date this Cost- Per-Image Agreement is accepted for Vendor by an authorized representative.

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.

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.

4) 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 District shall have twenty (20) working days from the date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
 - (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.
- 5) TERM: The term for each item of equipment shall be that as stated in the attached 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. Absent of any execution to purchase, the Vendor is required to pick up all equipment at no cost to the District on agreed upon dates and times.
- 6) 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.

7) 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.

8) 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.

9) INCLUSION OF ALL TERMS AND CONDITIONS OF REQUESTS FOR BIDS. 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.

10) 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.

11) 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.

12) 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.

13) 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 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.

14) 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.

15) 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.

16) 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.

17) 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.

18) 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.

19) 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.

- 20) 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.
- 21) 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.
- 22) EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligation or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.

27) 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 _____, 2019.

Vendor:

By:

Authorized Signature

Printed Name:

Title:

WITNESS:

Witness my signature this the _____ day of _____, 2019.

Wayne County School District

By:

Authorized

Signature:

Printed

Name:

Title:

WITNESS:

EXHIBIT "A"
COST-PER-IMAGE
AGREEMENT FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Cost-Per-Image
Transactions)

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: Wayne County School District

Bill to Address: 810 Chickasawhay Street, Waynesboro, MS 39367

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

Delivery Schedule and Installation Date: _____

Description of Equipment, Software, or Services

Total Monthly Price

Description of Equipment can be found in EXHIBIT "B"

Modifications:

This is a 48-month Cost-Per-Image Agreement that consists of four (4) annual minimums of **6,300,000** mono images and **300,000** color images annually. There are to be twelve (12) monthly installments for **525,000** mono images and **25,000** color images per Agreement year. Any overage rates apply only to mono and color images above these two annual minimum volumes per Agreement year. Overages, if applicable, are to be applied at the end of the twelfth month of each Agreement year for the duration of the Agreement period.

Vendor Signature

WAYNE COUNTY SCHOOL DISTRICT
Signature

Agreement is to begin upon completion of installation and presentation of buyout check (if applicable) to the District.

Agreement Term: Number of Months: 48 Start Date: _____ End Date: _____

(The following signature spaces are to be signed only upon the successful completion of installation.)

Vendor Signature

WAYNE COUNTY SCHOOL DISTRICT
Signature

