

Cooperative Cost-per-Image Agreement for Copying and Printing Services
For
Scott County School District and Forest Municipal School District

November 11, 2015

Vendors:

The Scott County School District and Forest Municipal School District (“SCSD and FMSD”) have entered into a cooperative agreement to obtain the managed print items and services described herein. The SCSD and FMSD are accepting competitive sealed, written bids from qualified companies for print management services in accordance with the terms, conditions and requirements set forth in the Invitation for Bid (“Invitation for Bid” or “IFB”).

Bids for **“Cost-Per-Image Agreement for Copying and Printing Services”** for the Scott County School District and the Forest Municipal School District will be received in the Central Office of the Scott County School District, located at **100 East First Street, Suite B, Forest, MS 39074 until 11:00 a.m., December 4, 2015.**

For mailed bids, the following address should be used:

Scott County School District
IFB# 121015-001
Attn: Al Ladner, Business Manager
100 East First Street, Suite B
Forest, MS 39074

A bid must be submitted in a sealed envelope that is clearly marked on outside of the envelope **“Cost-Per-Image Agreement for Copying and Printing Services”**.

Sincerely,

Mr. Al Ladner and Mr. Jeff Jones
Scott County School District & Forest Municipal School District
Business Managers

BID FORM

Board of Education
Scott County School District
100 East First Street, Suite B
Forest, MS 39074

Board of Education
Forest Municipal School District
325 Cleveland Street
Forest, MS 39074

Scott County/Forest Municipal School Board Members:

Having examined the specifications outlined on the attached pages, my firm agrees to furnish and deliver items and provide services according to your specifications and instructions at the indicated prices. I understand and accept on behalf of my firm, the instructions and conditions under which this bid is being submitted.

This bid consists of a Bid, General Conditions/Specifications, Detailed Specifications (under Table of Contents) and Invitation to Bid Form. I understand that a company officer's signature is required on each form and unless this has been done, my firm's bid may be considered incomplete and therefore rejected. Also, included is a list of commercial references and other information required.

FIRM: _____

BY: _____

ADDRESS: _____

TITLE: _____

STATE: _____

TELEPHONE: _____

DATE: _____

CELL PHONE: _____

E-mail: _____

GENERAL CONDITIONS/SPECIFICATIONS

The Boards of Education of the Scott County School District (“SCSD”) and the Forest Municipal School District (“FMSD”) will receive sealed bids in the Scott County School District Office, 100 East First Street, Suite B, Forest, MS 39074 until **11:00 a.m., December 4, 2015**. The Scott County School District and Forest Municipal School District reserves the following rights:

1. To appoint or authorize a person or persons to evaluate bids, act, and make decisions on matters pertaining to bids received.
2. To reject any and/or all bids and 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.

The above bids will be opened in the Scott County School District at the address and on the date and time noted above. All bids must be submitted to this address on or before the above time and date. Envelopes containing bids must be plainly marked "**Cost-per-Image 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 envelopes containing the sealed bids that are intended to amend the bids 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 bid opening date.

Bidders must be licensed to do business in the State of Mississippi. Non-resident and resident bidders must attach written notice to this bid when preference statutes apply in the letting of public contract. A non-resident bidder domiciled in a state having laws granting preference to local contractors must be awarded Mississippi contracts only on the same basis as the non-resident bidder's state awards contracts to Mississippi contractors. 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.

School Contact for IFB Specifics:

Betty Weaver

bweaver@scott.k12.ms.us

(601) 469-3861; ext. 206

PRICES

Prices must be shown on the attached Bid Summary Sheet supplied for this purpose. All bids must be FIRM PRICES, free of any escalator clauses. Prices must include any taxes. Scott County School District and Forest Municipal School District will furnish tax-exemption certificates for State and Federal taxes where applicable.

BILLING

See Section V Terms and Condition for Billing Instructions. Payment will not be made for services that have not been rendered. Any source(s) that potential vendors utilize financially to fund this contract must be completely transparent to SCSD and FMSD. SCSD and FMSD will have no communication or accept any communication from any third party, including any entity providing financing for a vendor, during the term of the Cost-Per-Image Agreement for Copying and Printing Services.

VENDOR REQUIREMENTS

The successful vendor will be expected to provide the following:

- (a) Equipment and service to SCSD and FMSD
- (b) 4-hour response time for service by contracted vendor; One hour phone response
- (c) Provide a project manager for the installation of equipment that will oversee all aspects of the installation from start to finish, including connectivity and training. The project manager will work hand in hand with a designated SCSD and FMSD contact on a continual basis (working hours) until the SCSD and FMSD contact deems that the installation is complete.
- (d) Remote monitoring of all networked placements for the purpose of supply replenishment, maintenance, and service.
- (e) Maintain minimum insurance requirements listed in Section III and provide SCSD and FMSD with a current certificate of insurance at all times throughout the entirety of the contract period.

LIQUIDATED DAMAGES

The vendor must acknowledge that the equipment must be completely installed and operational by January 29, 2016, in order to not disrupt the District's start of the 2016 spring school semester. The vendor must agree to pay liquidated damages to the District in the amount of \$100 per day per school where the equipment is not completely installed and operational. The liquidated damages will continue to accrue for each school until all the equipment is completely installed and operational at that school. Any liquidated damages will not be imposed as a penalty, but will constitute the parties' estimate of the damages that will result to the District if the foregoing deadline is not met. The contract entered into with the successful vendor will contain the liquidated damages provision described in this IFB.

CONTRACTOR EMPLOYEES.

Contractor must perform the following duties:

- (a) use reasonable efforts to employ only persons skilled in the performance of services;
- (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 Contractor;
- (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 School 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 Contractor employees in performing this Contract;
- (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.

DAMAGE CAUSED BY SUCCESSFUL BIDDER

The Scott County School District and Forest Municipal School District will hold the successful bidder responsible for damage caused to the buildings or assets of the Scott County School District and Forest Municipal School District under all conditions.

Agreed to:

FIRM _____

BY _____

TITLE _____

(Remainder of page intentionally left blank.)

**Scott County School District and Forest Municipal School District
Cost-per-Image Agreement for Copying and Printing Services
Detailed Specifications
(Table of Contents)**

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Section I
Definitions

Relative to this document, and any addenda incorporated therein, the following definitions apply.

General:

Addendum: A written instrument, issued solely by Scott County School District and Forest Municipal School 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 SCSD and FMSD 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 SCSD and FMSD.

Agreement, Contract or Purchase Order: The contract, in substantially the form hereto as Section X, will be entered into by SCSD and FMSD and the winning bidder as the result of the Invitation For Bid.

CPI: Cost per Image

Digital Multifunctional Printer: (MFP) Copier that can also print, scan and fax.

Evaluation Criteria: To ensure fairness to respondents, but protect the district(s), the Invitation For Bid evaluation and award will be based on scores. Each of the categories will be 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, SCSD and FMSD may, at its 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.

SCSD and FMSD: Scott County School District and Forest Municipal School District

Vendor: Respondent to the Invitation for Bid

Section II

Notice to Potential Respondents

Scott County School District and Forest Municipal School District
C/O Scott County School District
100 East First Street, Suite B, Forest, MS 39074

Date: November 11, 2015

The Scott County School District and Forest Municipal School District (“SCSD and FMSD”) are accepting competitive sealed bids from qualified companies for print management services in accordance with the terms, conditions and requirements set forth in the Invitation for Bid (“Invitation For Bid” or “IFB”). This Invitation For Bid provides sufficient information for interested parties to prepare and submit bids for consideration by SCSD and FMSD.

Invitation For Bid Closing Date and Location:

Responses to this Invitation for Bid are due and must be received no later than **11:00 a.m., December 4, 2015** and delivered to:

Mr. Al Ladner
Scott County School District
100 East First Street, Suite B
Forest, MS 39074

Invitation For Bid envelopes must be sealed and clearly marked:

“Cost-per-Image Agreement for Copying and Printing Services,” along with the Name and Address of Respondent, and IFB # **121015-001**

NOTE: It is the respondent’s responsibility to see that the Invitation For Bid is received in the district office prior to the bid opening date and time.

Revisions:

SCSD and FMSD will be the sole determinant of whether any revisions/addenda should be issued as a result of any question or other matters, and may extend the bid deadline, if in SCSD and FMSD’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 100 East First Street, Suite B, Forest, MS 39074. Invitation For Bid’s are formal bids and will be opened and read to the public. An evaluation of the bids will be conducted after the opening and submitted to the Scott County School Board and Forest Municipal Public School Board for approval when the evaluations are complete.

If it becomes necessary to revise any part of this Invitation For Bid prior to the assigned return date, the revision will be provided by the SCSD and FMSD to all Respondents involved in the project. Changes in the specifications will be provided to all Respondents, electronically, via an

addendum submitted by the district office through email. Vendors must adhere to the due date for Invitation For Bid Questions listed on the Invitation For Bid Schedule of Events.

(Remainder of page intentionally left blank.)

Section III

Invitation For Bid Specifications

SCOPE OF WORK

SCSD and FMSD are soliciting bids from qualified Vendors for the implementation and servicing of print devices and MFP's for all school locations, support services and the district office. SCSD and FMSD intend to award one (1) selected vendor who satisfies the Invitation For Bid's minimum requirements for new print devices including MFP's to the lowest and who is deemed the best bidder. 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.

Respondents must submit a bid based on a cost-per-image charge (CPI). It is the goal of SCSD and FMSD, through this Invitation for Bid process, to establish a four (4) year contract with no renewal option, agreed upon by mutual written assent of both parties, with a Vendor that meets all the requirements and specifications of SCSD and FMSD.

Following are the firm specifications which SCSD and FMSD require:

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) 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/ Proposals will not be accepted unless they are accompanied by a current Certificate of Insurance.

The following minimum insurance requirements must be met or the bid will be considered incomplete and therefore rejected:

- a) Commercial General Liability - In an amount of \$ 1,000,000.00 per occurrence with \$2,000,000.00 aggregate;
- b) Commercial Auto Liability - Combined Single Limit in an amount of \$1,000,000.00;
- c) Workers' Compensation and Employer's Liability Insurance:

- Workers' Compensation Limits: Statutory-State of Mississippi. Policy must include a waiver of subrogation in favor of Scott County School District and Forest Municipal School District.
- 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 Scott County School District and Forest Municipal School District as an additional insured on the General Liability Policy and Automobile Policy; and,
 - f) Proof of coverage must be placed on file with the school district by the awarded vendor and kept current throughout the term of this Contract.

3) Equipment Technical Specifications:

All printer/MFP 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 VIII of the IFB will be allowed. These speeds have been determined by the historical and anticipated use of each unit.
- d) All devices must be network capable and come standard with an internal NIC.
- e) Operable as network printers capable of receiving print requests from any networked PC.
- f) MFP's must be operable as "walk-up" copiers even if disconnected from the network
- g) All Mono Printers, Color Printers, and Desktop MFP'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). PostScript versions of your print drivers must be available upon request for each device model.
- j) All upgrades to software must be included in the original price, including costs to operating upgrades the school implements.
- k) Color simplex or duplex scanning to standard image formats including PDF, Tiff and JPEG; transmission to email and network folders
- l) Color scanning capability on all MFP devices.
- m) Secure/PIN mailbox for delayed printing, minimum capacity of 100 inboxes per MFP
- n) Email phonebook, minimum capacity of 200 addresses per MFP device
- o) Cost center/accounting code capability, minimum four digits, minimum capacity of 50 codes per MFP device.
- p) Standard user interface across all models (light production machines may vary)
- q) Accommodate the standard paper sizes of statement, 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 for all Console A3 MFP's.
- s) Offset stacking/collating with the exception of the desktop MFP's.
- t) Reduce/enlarge 25% to 400%.

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

- (a) Vendor will be responsible for the delivery, installation, configuration, monitoring software, and testing of all print devices, in coordination with SCSD and FMSD district office and office of information technology (“IT”) staff. All of these items must be included as part of the agreement pricing.
- (b) Vendor must specify all electrical requirements, including any necessity for special electrical receptacles, dedicated lines, etc. Vendor must provide an adequate surge protection device for each A3 Console MFP, as required, as part of the agreement pricing.
- (c) Vendor must provide hard-copy manuals/use, and one “quick reference” card, sheet or booklet for each print device.
- (d) Vendor must identify, by name and qualifications, the person whom will be responsible for overseeing the installation, configuration and training of the print devices in all locations.
- (e) The vendor must provide a typical implementation plan as part of their bid. This implementation should address in detail the following:
 - Pre-installation planning as it pertains to equipment configuration(s) before arrival
 - Method of training and setup for end user, staff and administrative user codes
 - A list of all requirements/functions to be provided by SCSD and FMSD’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 of current contract and will not be responsible for any part of the current equipment removal beyond the staging phase unless otherwise negotiated with SCSD and FMSD. The districts will provide a staging area for the equipment scheduled for removal.)
- (g) Installed print devices will be deemed “accepted” by SCSD and FMSD 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? Vendor must set a training schedule and provide training to SCSD and FMSD 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 SCSD and FMSD end-users on general copier functions and features.
 - **Key-Operators:** In-depth training for a minimum of two “key-op users” for all SCSD and FMSD 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) Vendor must provide equipment, service and supplies to SCSD and FMSD
- (b) The vendor must not subcontract or assign support, supplies, service, or any part of this Invitation For Bid to any third party. SCSD and FMSD 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 Vendor, preferably web-based, that allows both SCSD and FMSD and 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.) 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 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 school name, room location, and unit ID number for which the supply is intended.
- (e) The key operators for each location may/will only be responsible for handling paper misfeeds and installing toner cartridges. Describe the ongoing resource commitment for SCSD and FMSD's key operators and 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 3:00 p.m., Monday to Friday, unless otherwise agreed on a case-by-case basis.
- (h) 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 school location on a quarterly basis 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) Must provide on-site quarterly account reviews. These reports will be provided showing the district as a whole as well as summarized by school locations. 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
 - Total number of service calls by device
 - Service call response times by device
 - Service completion times by device
 - Prints between device failures by device
 - Volume credits related to service and maintenance
 - Additions/removals of equipment if applicable
 - Any ongoing training events

6) Service Requirements:

Disclaimer: It is the expectation of SCSD and FMSD that during normal business hours the awarded vendor will respond to service issues through the remote monitoring tool within **four (4)** hours with a **one (1)** hour phone response at all campus, support and administrative locations. This is to include but not be limited to all maintenance, repair, and relocation of devices on campus. The awarded Vendor must have 2 or more trained factory certified technicians available, but not solely dedicated, to SCSD and FMSD when required to meet these service response requirements. Please acknowledge and/or respond to the following:

- a) Provide a description of your capabilities for automated service responses.
- b) Provide an organization chart that would represent the support that would be put into place to service and support SCSD and FMSD, including escalation.
- c) Remedial maintenance (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 school 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, preferably local, to call for requesting service and supplies as a **backup** to automated service response, available between 8:00 a.m. and 5:00 p.m. Monday to Friday, except for recognized school district holidays. Please explain how your call center is operated. Provide their name(s), and qualifications.
- f) Failure to respond as required will cause SCSD and FMSD to take a service credit and withhold that amount from invoices owed the vendor. The service credit will be \$50.00 per hour for each hour after the 4th hour.
- g) 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 school district holidays. If, during a repair call, it is determined that a copier cannot be repaired in place within forty-eight (48) hours, vendor will provide a comparable loaner print device, at no cost other than the contract maintenance cost-per-image rate already in effect.
- i) Each print device will be expected to perform the intended functions, to operate satisfactorily and to produce acceptable copy/print quality for a minimum of 95% uptime, defined as the available work hours over the life of the 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 SCSD and FMSD for the amount of \$50.00 per hour for each hour below the 95% uptime requirement.
- j) What is the procedure for resolving a machine with frequent problems? Any print device(s) that does not meet the 95% measurement for any of the three-month periods must be replaced with a like print device, at no additional charges to SCSD and FMSD.

7) Pricing:

- (a) It is the intent of SCSD and FMSD to capture a 12-month cycle of a school year regardless of what month the agreement begins. This is to ensure that the “peaks and valleys” of that 12 month cycle are leveraged by the district. Annual mono and color cost-per-image minimums will be committed to the selected vendor then divided into 12 monthly installments for each school 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 school year cycle has been exceeded.

SCSD and FMSD are committing to a forty-eight (48) month cost-per-image (CPI) agreement. Bid responses must include two cost-per-image pricing units, one for a mono cost-per-image, and one for a color cost-per-image. Pricing structure for both the mono and color cost-per-image (CPI) shall include, but not be limited to, service, hardware, parts, software(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. SCSD and FMSD acknowledge that paper and staples are not included in this agreement.

- (b) Any source(s) that potential vendors utilize financially to fund this contract must be completely transparent to SCSD and FMSD. SCSD and FMSD will have no communication or accept any communication from any third party during the entirety of the CPI Agreement for Copying and Printing Services.
- (c) 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 SCSD and FMSD to take a service credit and withhold that amount from invoices owed the vendor. The service credit will be \$50.00 per hour for each hour after the 4th hour.
 - 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 SCSD and FMSD for the amount of \$50.00 per hour for each hour below the 95% uptime requirement.
- (e) Either 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 vendor then adjusted accordingly. Over the term of the agreement SCSD and FMSD 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 school districts and names of individuals with whom you have worked closely. (These individuals may also serve as references.)
 - (b) Demonstrate understanding of the responsibilities of handling products and services such as the SCSD and FMSD require.
2. References (Sheet for references provided in Section VII of this IFB)
List the name, address, telephone number and email address of five (5) references that SCSD and FMSD may contact to discuss your company, preferably, organizations of like scope and size to this project.

Minimum Network Connectivity Requirements:

- (a) Connectivity to Windows 7, Windows 8, Window 10, CITRIX and Windows Server/Active Directory
- (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) SMB (Server Message Block) supported

Security Requirements:

- (a) Vendor will work in coordination with SCSD and FMSD to ensure the confidentiality and security of documents and information that pass through the copiers.
- (b) At the end of the contract term, SCSD and FMSD are to receive a guaranty of removal of all SCSD and FMSD 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 IV

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 SCSD and FMSD 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 SCSD and FMSD.

SCSD and FMSD reserve 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 contract, if awarded, within sixty (60) days from the date of the bid opening date. Bid by vendor shall remain firm for this 60-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 a contract 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, electronic or facsimile bids will be considered. Bids received after the time for closing will be returned to the respondent unopened.

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 chronological order as presented in the Invitation For Bid. All submittals should note Invitation For Bid Section numbers. One (1) original and four (4) copies of your response to the Invitation For Bid are required. The original bid must be clearly labeled "ORIGINAL." Should a discrepancy arise between various copies of the Invitation For Bid, information contained in the "ORIGINAL" shall prevail over conflicting information. All information requested in this Invitation For Bid must be submitted in a manner consistent with Section VI: Schedule of Required Submittals and Signature Sheet.

Bids may be submitted in an organized fashion on 8-1/2" x 11", letter sized paper. Submittals must be in chronological order as in this Invitation For Bid. Each bid should be prepared simply and economically, providing a straightforward concise description of the approach and ability to meet the SCSD and FMSD requirements.

This Invitation For Bid states the instructions for submitting bids, the procedures and criteria by which SCSD and FMSD propose to govern the relationship between it and the selected Vendor. Only information contained in this Invitation For Bid, or supplemental written information supplied by SCSD and FMSD, will 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 SCSD and FMSD.

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

There will be no pre-bid conference. Any and all IFB questions must be submitted via the email listed below; subject line must contain Invitation For Bid "**Cost-Per-Image Agreement for Copying and Printing Services – Questions**". The deadline for bid questions is **November 23, 2015 @ 5:00 pm 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:

Betty Weaver

bweaver@scott.k12.ms.us

All questions and concerns received will be replied to ALL participating vendors. SCSD and FMSD will respond to the emailed question(s) with the single word reply of "received" for verification purposes only. If the Vendor does not get a confirmation that the question(s) were received, it will be the responsibility of the Vendor to contact Betty Weaver by phone (601-469-3861; ext. 206) to make sure the email was successfully transmitted. ALL questions and - responses to those questions will be posted on the SCSD website for all the potential Vendors viewing. Bid results will not be given out until such time as an award is made. Results will be posted on the SCSD website for all participating respondents viewing.

Award Timelines:

SCSD and FMSD intend to award the contract 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 SCSD and FMSD as quickly as possible following the award. The contract will initiate on the first day of the month following the completion of the installation, unless otherwise agreed upon by SCSD and FMSD and the awarded vendor.

No Bid Requirement:

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

Pricing:

Firm prices for the full term of the agreement are required by SCSD and FMSD. All items listed under Section III, number 7, on page 15, titled “Pricing” must be included.

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	35%
(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	20%

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 SCSD and FMSD.

Tax Exempt:

SCSD and FMSD are exempt from Federal, State, and Property tax and no other taxes will be charged or passed on to the SCSD and FMSD 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 contract, Vendor will comply with all applicable Federal, state and local laws, regulations, rules, or ordinances.

Section V

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 III. Insurance company of vendor shall provide new certificates of insurance to Scott County School District and Forest Municipal School District within thirty (30) days of any policy being changed or cancelled.

Liability:

Vendor shall hold SCSD and FMSD, their trustees, employees, agents and representatives harmless from all claims, liabilities, costs, damages, fees and expenses of any kind whatsoever, including attorney's fees, arising out of or resulting from Vendor's performance of the contract.

Contract:

A Contract shall be executed by the Vendor to SCSD and FMSD to contract on the terms and conditions specified in the IFB. The awarded vendor's signed bid shall be affixed to the executed Contract, and shall be considered an integral part thereof. A sample contract integrating the requirements specified herein as part of the Invitation For Bid shall be executed by the Vendor as an offer to the SCSD and FMSD to contract on the terms specified therein. Submitting a BID acknowledges the Vendor is agreeing that they have no reason for protest and they have not made any unauthorized amendments to the requirements of this IFB.

Delivery and Installation:

New devices shall be delivered throughout the SCSD and FMSD. A list of each location with quantities needed will be provided to the awarded vendor. Quantities are listed in Section VIII 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.

Contract Term:

The contract term will commence on the first day of the month following the completion of the installation and presentation of buyout check (if applicable) to SCSD and FMSD. The cost-per-image contract 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 SCSD are to be billed to Scott County School District, Attn: Accounts Payable, 100 East First Street, Suite B, Forest, MS 39074. All items/services pertaining to FMSD are to be billed to Forest Municipal School District, Attn: Accounts Payable, 325 Cleveland Street, Forest, MS 39074. All billing will be in accordance with MS Code §31-7-305. Monthly installment payments will be made to vendor the later of 45 days from the date the invoice is received at the district office or 45 days of the end of month of service, provided all is satisfactory

based on the bid requirements. In no case can the services be paid for in advance of the receipt of the service.

The invoice shall show the detailed summary billing by unit, by location, for each district 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 only if the total combined minimums for both districts have been exceeded.

Compliance with Laws:

The Vendor and SCSD and FMSD 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:

Contractor/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. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/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. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor to the following: (a) 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 Contractor/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, Contractor/Seller would also be liable for any additional costs incurred by the SCSD and FMSD due to contract cancellation or loss of license or permit.

Signing acceptance of the BID INSTRUCTIONS acknowledges that the company is complying with the Mississippi Employment Protection Act E-Verify Program.

Budgetary Constraints:

Each 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 SCSD and FMSD, the SCSD and FMSD may terminate the resulting contract.

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 a contract with SCSD and FMSD shall maintain reasonably complete and accurate records of the operations associated with this contract and all fees and expenses charged to SCSD and FMSD, or paid on behalf of SCSD and FMSD, with respect to goods and/or services secured by this contract. The Vendor will retain such records for the period of the contract plus three years from the ending date or termination of the contract and shall make all such records available to the SCSD and FMSD during normal business hours upon reasonable advance written notice.

(Remainder of page intentionally left blank.)

Section VI

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) Signature Sheet
- (b) Pricing Sheet
- (c) Vendor Qualification/Evaluation Documents (Title each as in the Invitation For Bid, i.e. Section Numbers/Question Numbers, and place in chronological order as in the Invitation For Bid)
- (d) References
- (e) A sample contract integrating the requirements specified herein as part of the Invitation For Bid. It shall be executed by the Vendor as an offer to the SCSD and FMSSD to contract on the terms specified therein, as stated in Section V.
- (f) A current Certificate of Insurance, as stated in Section V
- (g) Invitation For Bid – Official Bid Form

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

SCSD and FMSSD 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)

Title

Title

Telephone

Email

Date

Company Federal Tax ID Number

Section VII

References

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

Section VIII

NEW EQUIPMENT Request

Device Type	Quantity	Monthly Volume Band*	Description/Minimum Specifications
35+ ppm Mono Printer	107	592	35 or more ppm; Internal NIC; LCD Graphic Display; Minimum 1GB RAM Memory; 1-250 Sheet Internal Tray; Duplex; Minimum 6K Toner Cartridge** (Minimum 5% Coverage)
30+ ppm Color Printer	3	2,205 mono / 124 color	30 or more ppm; Internal NIC; LCD Graphic Display; Minimum 1.5GB RAM Memory; 1-500 Sheet internal Tray; Duplex; Minimum 7.5K Color Toner Cartridges** (Minimum 5% Coverage); Minimum 7.5K Black Toner Cartridge** (Minimum 5% Coverage)
35+ ppm Desktop Mono MFP	36	1,663	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 7K Toner Cartridge** (Minimum 5% Coverage) Must support statement & letter paper sizes for both input and output.
25+ ppm Desktop Color MFP	10	2,698 mono / 155 color	25 or more ppm; Internal NIC; LCD Graphic Display; 2GB Minimum RAM Memory; Minimum 50 Sheet RADF; Duplex; Copy; Print; Color Scan; Fax; 1-500 Sheet Internal Tray; Minimum 7K Toner Cartridge** (Minimum 5% Coverage); Minimum 5K Color Toner Cartridges** (Minimum 5% Coverage); Must support statement & letter paper sizes for both input and output
35+ppm A3 Mono MFP	6	5,130	35 or more ppm network ready mono MFP to include: Minimum 100 Sheet Capacity Dual Scan ADF; 2G Minimum RAM Memory; Duplex; Minimum 160GB HDD; Copy, Print, Fax, Color Scan; 2-500 Sheet Trays and 1-1,500 Sheet Drawer Paper Capacity; 500 Sheet Off-set/ Stapling Finisher, Stand. Must support statement, letter, legal & ledger paper sizes for both input and output.
30+ ppm A3 Color MFP	3	4,046 mono / 1,297 color	30 or more ppm network ready color MFP to include: Minimum 100 Sheet Capacity Dual Scan ADF; 2G Minimum RAM Memory; Duplex; Minimum 160GB HDD; Copy, Print, Fax, Color Scan; 2-500 Sheet Trays and 1-1,500 Sheet Drawer Paper Capacity; 500 Sheet Off-set/ Stapling Finisher, Stand. Must support statement, letter, legal & ledger paper sizes for both input and output.

NEW EQUIPMENT Request (Continued)

Device Type	Quantity	Monthly Volume Band*	Description/Minimum Specifications
45+ ppm A3 Color MFP	3	8,486 mono / 3,551 color	45 or more ppm network ready color MFP to include: Minimum 100 Sheet Capacity Dual Scan ADF; 2G Minimum RAM Memory; Duplex; Minimum 160GB HDD; Copy, Print, Fax, Color Scan; 2-500 Sheet Trays and 1-1,500 Sheet Drawer Paper Capacity; 500 Sheet Off-set/ Stapling Finisher, Stand. Must support statement, letter, legal & ledger paper sizes for both input and output.
50+ ppm A3 Mono MFP	7	16,496	50 or more ppm network ready MFP to include: Minimum 100 Sheet Capacity Dual Scan ADF; 2G Minimum RAM Memory; HDD 160GB; Duplex; Copy, Print, Color Scan; Minimum 4,000 Sheet Paper Capacity; 500 Sheet Off-Set/Stapling Finisher; Must support statement & letter input and output.
65+ ppm A3 Mono MFP	15	30,681	65 or more ppm network ready MFP to include: Minimum 150 Sheet Capacity Dual Scan ADF; Duplex, Copy; Print; Color Scan; 6,500 Minimum Total Sheet Paper Capacity; Minimum 160GB HDD; Off-Set/ Multi-Position Stapling Finisher. Must support statement, letter, legal & ledger paper sizes for both input and output.
80+ ppm A3 Mono MFP	13	56,949	80 or more ppm network ready MFP to include: Minimum 150 Sheet Capacity Dual Scan ADF; Duplex, Copy; Print; Color Scan; 6,500 Minimum Total Sheet Paper Capacity; Minimum 160GB HDD; Off-Set/ Multi-Position Stapling Finisher. Must support statement, letter, legal & ledger paper sizes for both input and output.

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

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

Section IX

INVITATION FOR BID VENDOR PRICING FORM

Based on the list of devices requested in Section VIII, please submit cost-per-image pricing 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 1,450,000 monochrome pages		
Proposed Cost-Per-Image Based on the Monthly Minimum Guaranteed Volume of 15,000 color pages		

Note: A buyout of \$20,000.00 is to be included in the total pricing of this IFB. This buyout must be reflected in the CPI pricing listed above.

Company

Authorized Signature

Telephone

Email

Date

Section X

Scott County School District and Forest Municipal School District

Cost-Per-Image Agreement for Copying and Printing Services

The Agreement is entered into by and between Scott County School District and Forest Municipal School District (hereinafter referred to as "Customer"), and _____ (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer 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 Customer, and Customer, 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 customer/installation location.
- (b) The Customer 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 Customer 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 Customer 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 Customer 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 Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer,

the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment. Otherwise, the vendor is responsible for replacing or repairing the equipment during the term of this agreement.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- (a) DELIVERY: Vendor shall deliver the equipment to the locations specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, 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, Customer shall have the right to terminate the order without penalty, cost or expense to Customer 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 Customer 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 Customer shall have twenty (20) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- (e) RELOCATION: Customer 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.

6. TERM: The term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue the Cost-Per-Image Agreement the equipment at the expiration of the original rental agreement, the customer 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.

7. OWNERSHIP: Unless the Customer 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 this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. 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. Charges 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 Customer. Customer 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 Customer 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 Customer, and during Customer’s regular business hours, to inspect the equipment and to monitor the meter readings.
- (c) COPY CREDITS: If applicable, for each print device in the Cost-Per-Image Agreement, the Customer will receive one (1) image credit for each image presented to Vendor which, in the Customer’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.

9. USE OF EQUIPMENT: Customer shall operate the print devices according to the manufacturer’s specifications and documented instructions. Customer 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.

10. 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 incorporated and included as requirements of this Agreement including, but not limited to, the performance clause.

11. 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 on the price lists. (3) Services will be provided during Customer’s usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, 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 Customer, any of the services noted above, the Customer 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.

12. HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer 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. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer 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.

13. ALTERATIONS, ATTACHMENTS, AND SUPPLES:

- (a) If Customer 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, Customer 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 Customer of the problem and may withhold maintenance until the problem is remedied.
- (b) Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

14. ASSIGNMENT:

- (a) BY CUSTOMER: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer 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 Customer 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 Customer, which consent shall not be unreasonably withheld.

15. 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, and venue for the resolution of any dispute with Scott County School District shall be Scott County, Mississippi, and venue for the resolution of any dispute with Forest Municipal School District shall be Forest Municipal, Mississippi. Vendor expressly agrees that under no circumstances shall Customer 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 of 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer 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.
21. 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.

22. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, 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 Customer 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.
23. 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 obligations 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.
24. TERMINATION: This Agreement may be terminated as follows: (a) Customer 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 receives 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 Customer to make payments required hereunder shall cease.
25. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer 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, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.
26. 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.
27. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications 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 Customer may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

28. 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 _____, 20__.

Vendor: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

Witness my signature this the _____ day of _____, 2015.

FMSD: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

28. 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 _____, 20__.

Vendor: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

Witness my signature this the _____ day of _____, 2015.

SCSD: _____

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 Customer and the Vendor shall be considered to be a part of the cost-per-image agreement between the parties.

Vendor Company Name: _____

Customer Name: _____

Bill to Address: _____

Ship to Address: Various schools based on information provided by SCSD AND FMSD.

Delivery Schedule and Installation Dates: _____

<u>Description of Equipment, Software, or Services</u>	<u>Total Monthly Price</u>
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(Note: This description MUST include a DETAILED listing of all The devices proposed including all peripherals and attachments for each device. You may submit a separate page(s) marked as an attachment to accomplish this task. While brochures that list available options should be included, they are not acceptable as a substitute for this task.)

Modifications:

This is a 48 month Cost-Per-Image Agreement that consists of four (4) annual minimums of 17,400,000 mono images and 180,000 color images annually. There are to be twelve (12) monthly installments for 1,145,000 mono images and 15,000 color images per contract year. Any overage rates apply only to mono and color images above these two annual minimum volumes per contract year. Overages, if applicable, are to be applied at the end of the twelfth month of each contract year for the duration of the contract period.

Vendor Signature

Customer Signature

Customer Signature

(The following signature spaces are to be signed only after the successful completion of installation and the presentation of the buyout check to FMSD.)

Contract is to begin upon completion of installation and presentation of buyout check to The District.

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

Vendor Signature

Customer Signature

Customer Signature