ATTENTION ALL BIDDERS

RETURN THE ENCLOSED BID IN A SEALED ENVELOPE CLEARLY IDENTIFIED TO:

SHANE CHRISTIAN, PROJECT DIRECTOR

EAST ALABAMA COOPERATIVE PURCHASING ASSOCIATION

QUINTARD TOWER

1130 QUINTARD AVENUE, SUITE 300

P.O. BOX 2186

ANNISTON, AL 36202

**THE ENVELOPE MUST BE MARKED**

**SEALED BID: “EACPA 23-03 DIGITAL COPIERS”**

RETURN All REQUIRED INFORMATION WITH ONE (1) ORIGINAL, ONE (1) COPY OF THE ORIGINAL AND AN ELECTRONIC VERSION ON THUMB DRIVE OR OTHER MEDIUM BY

**2:00 P.M. THURSDAY, SEPTEMBER 14, 2023**

For questions concerning this bid contact:

Shane Christian or Renea Thomas

Phone: 256-237-6741

Email: shane.christian@earpdc.org or renea.thomas@earpdc.org

Fax or e-mail responses to this bid will not be accepted.

Document Checklist

Have the following signed and/or completed and included with the bid submission:

* Affidavit For Business Entity/Employer /Contractor (Page 4)
* Cover Letter (Page 5)
* Statement of Non-Collusion (Page 6)
* Provide Proof of E-Verify Documentation
* Acknowledgement of Terms and Conditions (Page 7)
* Questionnaire (Pages 22-23)
* Rates of Products/Services in Provided Charts (accompanying Excel Sheets)
* An electronic version of this bid is available by emailing shane.christian@earpdc.org or renea.reese@earpdc.org in MS Word and MS Excel formats or obtained at: http://www.earpdc.org/pages/?pageID=41

In order to decrease the evaluation time and ensure award by the award date please enter your responses in the MS Word and MS Excel documents if possible, and return it in hard copy with your bid response package. **DO NOT EMAIL YOUR BID RESPONSE. IT WILL NOT BE OPENED OR CONSIDERED**. Exclusion of the electronic files in a bid response is a basis for rejection.

* The hard copy of the request for bids on file in the EARPDC office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid may be considered grounds for rejection of the bid response.
* Bid prices shall be firm ALL EACPA members and their departments and locations for term of the Agreement.
* Fax or e-mail responses to this bid will not be accepted.
* If the Bidder has 1 or more persons employed in the State of Alabama, the following Affidavit must be completed, as required of the Beason-Hammond Taxpayer and Citizen Protection Act. Bidder shall also provide documentation establishing enrollment in the E-Verify Program.

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Before me, a notary public, personally appeared

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(state position) for

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS

ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and

(b); Section 31-13-9 (h). History: New Rule: Filed December 12, 2011; effective December 12, 2011

Cover Letter

Commodity: Copy Machines

Bid #: EACPA-23-03

Contact: Shane Christian or Renea Reese

Telephone: 256-237-6741

The bid award will be made by the East Alabama Regional Planning and Development Commission Board of Directors on behalf of the Cooperative in accordance with provision of the intergovernmental agreement between the East Alabama Regional Planning and Development Commission and the members of the Cooperative. Each participating entity of the Cooperative will be responsible for issuing its own purchase orders, delivery instructions, invoicing, any insurance requirements, and issue its own tax exemption certificate as required by vendors.

This cover letter is considered an integral part of this Invitation to Bid document and shall be included by reference into any contract.

**Note: Only current and future members of the Cooperative may place orders under this bid and subsequent Contract**.

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

Vendor Name

Acknowledged by:

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

Name/Title (Printed or Typed)

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

Signature

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

Email

STATEMENT OF NON-COLLUSION

I/we agree to furnish the prices shown and guarantee that each offer will meet or exceed all specifications, terms, conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding otherwise. I have read and understand all terms and conditions of this bid.

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

Company Name Authorized Signature

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

Mailing Address Typed Authorized Name

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

City, State, Zip Title

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

Telephone Fax

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

Email

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Notice to All Vendors:

Pursuant to the State of Alabama Competitive Bid Law and the Intergovernmental Agreement of the Cooperative, members of the Cooperative may choose to use the State of Alabama Contracts, solicit bids for the same products themselves, use the EACPA Cooperative Contracts; or use the bids of other cooperatives legally available to a EACPA member. EACPA reserves to disregard all bid responses if the same or similar bid items are available on the State of Alabama contract for a price equal to or less than prices quoted for a particular bid. EACPA may choose to award or decline to make an award taking into consideration bid items and prices on the Alabama State Contracts.

(By signing below, you are agreeing to EACPA‘s Terms and Conditions & the Special Terms and Conditions as included herein.)

VENDOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Schedule of Events

Request for Bids: EACPA-23-03 Digital Copiers

Date Bid Issued: August 23, 2023

Bids must be received before: 2:00 pm, Thursday September 14, 2023

Bids will be publicly opened: 2:00 pm, Thursday September 14, 2023

Bids expected to be awarded no later than: September 27, 2023

Contract start date: October 1, 2023

Returns sealed bids to:

Ground Transportation or Hand Delivered:

EACPA

c/o East Alabama Commission

Quintard Towers

1130 Quintard Avenue, Suite 300

Anniston, AL 36201

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US Mail:

EACPA

P. O. Box 2186

Anniston, AL 36202

1. **Standard Terms and Conditions**

It is the express sincerity of the East Alabama Regional Planning and Development Commission that this document be error free. However, in the event that there is a spelling error, typo, misplaced word or phrase, missing word or phrase, or any other error, the correction shall be made as soon as possible and disseminated to the mailing list and any other requested mailings. If there is an error, please bring it to the attention of the contact listed above. An error in this document does not make this document void. It is the sole judgment of EARPDC to make the determination to cancel the Request for Bids.

In order to submit a responsive bid, it is very important that all terms and conditions, specifications and instructions are read thoroughly.

**All pages requiring a signature must be submitted on this form in ink or the bid will be rejected. Please clearly print or type any other requested information for clarity. Vendors shall submit 1 original signed copy and 1 copy of the original.**

For a “no bid” response, return the signature page signed and marked “no bid.” It is required that a “no-bid” response be identified on the envelope as if it were a bid

Bidder will be removed from active bidders list after three (3) consecutive no-responses.

Award will be based on the overall best-suited plan(s), economically and management wise for the EACPA and its members, along with the lowest costs for services.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of commodities/services the Cooperative is seeking to purchase. The bidder must indicate compliance to each specification item for which the bidder has indicated they are bidding for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received by the Cooperative prior to the date and time specified. The Cooperative does not assume responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service. Sufficient lead-time should be allowed to reach the Cooperative prior to “the received date and time” indicated on the invitation to bid. Late responses cannot be accepted.

The Cooperative will not accept facsimile transmissions or email of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Cooperative.

Non-Appropriation of Funds: Continuation of any agreement between members of the Cooperative and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the Cooperative members as a result. Any outstanding costs by a member shall remain due and collectable.

The Cooperative reserves the right to reject all or any portion of this Invitation to Bid when the best interest of the Cooperative is involved.

Pursuant to the State Competitive Bid Law and the Intergovernmental Agreement of the Cooperative, members of the Cooperative may choose to use the state bid list; bid the same items themselves; use the Cooperative bid; or use the bids of other cooperative arrangements legally available to each member. The Cooperative reserves the right to disregard all bid responses if the same or similar bid items are available on the state bid list for a price equal to or less than any prices in all bid responses for a particular bid. The Cooperative may choose to award or not award a bid taking into consideration bid items and prices on the state bid list.

The Members of the Cooperative are exempt from all Federal, sales, and use taxes.

\*All potential bidders should be aware that Cooperative Members may be currently involved in Agreements for Digital Copiers. Members may choose to fulfill their current contractual obligations before joining this Agreement.

The bid award will be made by the East Alabama Regional Planning and Development Commission Board of Directors on the behalf of the Cooperative in accordance with provision of the intergovernmental agreement and the State of Alabama Competitive Bid Law.

The EACPA reserves the right to choose the overall best-suited plan, economically and management wise for the EACPA and its members. **The award may be to two (2) or more vendors, depending geography and on the fulfillment of need as listed.**

This document is considered an integral part of this Request for Bids (RFB) document and shall be included by reference into any contract.

**Accounts/Invoicing**

The East Alabama Cooperative Purchasing Association requires it have access to the accounts of its members to analyze use of the Cooperative. This may be achieved by a “master” account for the Cooperative of which members are a part, or the Cooperative having access to the accounts of its members. Each member will be billed no more than one time per month. The bidder will be required to furnish an annual report of usage to the Cooperative. Each member is responsible for its individual charges. Any purchase orders required will be generated by the members. The East Alabama Regional Planning and Development Commission is not responsible for any member’s payment except its own. The Cooperative may ask for additional information on the invoice as the member needs evolve.

Each participating entity of the Cooperative will be responsible for issuing its own purchase orders, delivery instructions, invoicing, and issue any tax exemption certificate as required by vendors.

The Cooperative reserves the right to require a Performance Bond from the successful vendor. In lieu of a Performance Bond, a bank’s irrevocable Letter of Credit made payable to the East Alabama Cooperative Purchasing Association in an amount negotiated by the Cooperative and vendor. An agreement in writing between the Cooperative and vendor may be required that if successful vendor fails to perform or default, the Cooperative may hold vendor responsible for any excess costs occasioned thereby.

All bidders shall maintain the insurance to protect the bidder and the Cooperative from claims under Workman’s Compensation Act and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid.

A member of the Cooperative reserves the right to terminate any contract resulting from this bid for just reasonable cause whereby it appears to be in the best interest of the member with written notification thirty (30) days prior to the termination.

The successful bidder agrees, by the submittal of a response to this bid, to defend, indemnify, and hold the Cooperative harmless from any and all causes of actions or claims of damages arising out of or related to bidder’s performance under this contract.

Correction of errors in bid responses will not be allowed after submitted bids are opened. This in no way restricts EACPA from seeking clarification of submitted bids from vendors.

E-Verify: The Commission and Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to confirm the employment eligibility of all persons employed by the Commission and the Contractor during the term of the Agreement to perform employment duties within Alabama and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Agreement with the Commission.

By signing the contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

The East Alabama Regional Planning and Development Commission and Bidder/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to confirm the employment eligibility of all persons employed by the East Alabama Regional Planning and Development Commission and Bidder/Contractor during the term of the Agreement to perform employment duties within Alabama and all persons, including subcontractors, assigned by the Bidder/Contractor to perform work pursuant to the Agreement with the East Alabama Regional Planning and Development Commission.

**Additional Terms**

1. Term of Contract

It is the desire of the “Cooperative” that this contract remain in effect for a period of thirty-six (36) months.

1. Contract

The Request for Bid, Vendor’s Bid, the acceptance of the bid whether in part or whole, and the letter of Award to the successful vendor(s) shall constitute a contract unless otherwise noted.

1. Contract Commencement

Successful vendor shall immediately, upon notice of award, proceed to secure any equipment, gather and disburse any information or data necessary to proceed with the execution of the contractual services of this bid.

1. Termination

Any member of the “Cooperative” participating in this contract, may, by a thirty (30)-day written notice, terminate this contract, in whole or in part if vendor fails to perform adequately the services, terms or promises vendor proposed in their response to this RFB.

1. Non-Availability of Funds

If monies, Federal, State, or Local, are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled by EACPA. All outstanding debts by members shall remain due and collectable.

1. Point of Contact

Vendor shall provide Cooperative members one point of contact whose obligation is to handle all issues to completion of the transaction. Vendor must name that person in their bid.

1. Exemption of Taxes at Point of Sale

In order to be considered a responsive and responsible vendor and to be eligible for award of this contract each vendor must be able to prove compliance with State of Alabama Department of Revenue Administrative Rule 810-8-1-.24 (Sections 40-2A-7(a)(5) and 40-17-18, Code of Alabama 1975. Effective August 14, 2003.)

**General Terms and Conditions**

1. Applicable Law

The contract shall be construed and governed in accordance with the law of the State of Alabama. All actions whether sound in Contract or Tort relating to the validity, construction, interpretation, and enforcement of the Contract shall be instituted and litigated in the Courts of the State of Alabama, located in the host county of each member, i.e. Blount, Calhoun, Chambers, Cherokee, Clay, Cleburne, Coosa, Etowah, Randolph, St. Clair, Talladega, and Tallapoosa counties. In accordance therewith, the parties to this contract submit to the jurisdiction of the Courts of the State of Alabama, located in the host county of each member, i.e. Blount, Calhoun, Chambers, Cherokee, Clay, Cleburne, Coosa, Etowah, Randolph, St. Clair, Talladega, and Tallapoosa counties.

1. Severability

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

1. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay in the bid process or failure to perform is occasioned by Force Majeure, meaning act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

1. Non-Collusion

The Vendor guarantees that the bid submitted is not a product of collusion with any other Vendor and no effort has been made to fix the bid price of any Vendor or to fix any overhead, profit or cost elements of any bid price. A form stating non-collusion is included and must be signed and submitted with bid.

1. Contract Changes/Modifications

The services set forth in the bid may be reduced, modified or expanded beyond the limits of the bid by written contract modifications executed by EACPA, and the Vendor.

In the event that the “Cooperative” requires the vendor to undertake work not identified in and beyond the scope of services to this bid, the Agreement may be amended in writing to incorporate such services and compensation as are mutually agreed upon.

1. Indemnification and Hold Harmless

The Vendor shall indemnify, defend, and hold harmless the “Cooperative” and all of its members, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by the “Cooperative” and all of its members, on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of vendors or its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this agreement, or arising out of worker’s compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of vendor and/or its subcontractors or claims under similar such laws or obligations. Vendor’s obligation under this section shall not extend to any liability caused by the sole negligence of the “Cooperative” or its employees.

1. Tax Exemption

Members of the EACPA are exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in prices bid.

1. Termination

If the Contractor refuses or fails to diligently provide the services under the provision of any resulting contract, or any separable part thereof, or refuses or fails to provide said services in a complete and timely manner during the period of the Contract, or any extension thereof, the Commission, by thirty (30) days written notice to the Contractor, can terminate this Agreement. The Commission reserves the right to terminate this Agreement at its pleasure and make settlement with the Contractor upon an equitable basis any services purchased. The Commission will give no less than thirty (30) days written notice of termination.

1. Protest Procedures

A protest with respect to a Commission Request for Proposals or Requests for Bids should be submitted in writing to the Commission’s Executive Director no less than five (5) days prior to the closing date of said Request for Proposals/Requests for Bids. If the matter is not resolved within thirty (30) days, an appeal may be filed by the vendor with the Chairman of the East Alabama Regional Planning and Development Commission. The Chairman has the discretion, if the Chairman deems it appropriate, to convene a committee of the East Alabama Commission’s Board of Directors, consisting of the Board Chairman and officers. Said committee may resolve the issue as it considers appropriate, may decline to take action, or may refer the matter to the consideration of the full Board of Directors. From the perspective of the Commission, the actions of the committee, or the Board of Directors if the matter is referred by the committee to the full Board, is final.

If federal funding is involved in the specific procurement, the funding source, whether it is a state or federal agency, may have additional appeal procedures to which the vendor may refer a protest. If such appeal procedures are a requirement of a specific funding source, those procedures will be delineated specifically for the pertinent Request for Proposal/Request for Bids.

1. Bid Rejection

A Bid will be rejected if:

* Invitation to bid number not on face of envelope.
* Received after bid deadline
* Incomplete bid
* Alteration of any part of this document, attachments or addenda
* Multiple bids in same envelope not submitted or properly identified
* Bid response not in the original form
* Material alteration of the master document
* Bid not signed in ALL designated places or not original signature
* Requested information not submitted with bid
* Failure to acknowledge receipt of any addendum with bid
* Failure to provide E-Verify documentation

1. **General Requirements**

In order to be considered for the East Alabama Cooperative Purchasing Association Digital Copier Bid, your company must complete this document. Along with competitive prices for the products, bid award will be based on the ability to fulfill members’ needs. EACPA reserves the right to award a single vendor or multiple vendors.

The following is required of any vendor:

* The bidding vendor, regardless of its sub-vendors, must be accessible for questions, complaints, and dispute resolutions. The bidding vendor or vendors will be awarded the Contract with the EACPA and is responsible for execution of the Contract in full.
* The EACPA requires it have access to the accounts of its members to analyze use of the Cooperative. This may be achieved by a “master” account for the Cooperative of which members are a part, or the Cooperative having access to the accounts of its members. Each member will be billed no more than one time per month. The bidder will be required to keep an order history for each member. Each member is responsible for its individual charges. Any letters of credit or other information required by the bidder is a matter between the awarded vendor and the EACPA member. Any purchase orders required will be generated by the members. The East Alabama Regional Planning and Development Commission is not and will not be responsible for any member’s payment except its own. Preferred are invoices to reflect, at a minimum, date of purchase, product description, work done, quantity, price per unit, total cost, and payment due date.
* Multiple site billing capability (Multiple departments within one (1) city or county government, school system, or non-profit organization)
* Ordering must be available, at a minimum, by phone using a local number or toll free number, or by fax.
* Assist the Cooperative in recruiting new member governments within the Cooperative region.

1. **EACPA – Members and Potential Members**

The East Alabama Cooperative Purchasing Association, hereinafter referred to as “EACPA” or the “Cooperative”, serves a ten county area in East Alabama (Blount and St. Clair Counties are EACPA members through interagency agreement) and is comprised of the following members to date:

* Anniston City Schools
* East Alabama Regional Planning & Development Commission
* East Alabama EMS
* Blount County Commission
* Calhoun County Commission
* Calhoun County Board of Education
* Cherokee County Commission
* City of Anniston
* City of Centre
* City of Jacksonville
* City of Oxford
* City of Rainbow City
* City of Roanoke
* City of Valley
* Coosa Valley Youth Services
* Randolph County Board of Education
* St. Clair County Commission
* Talladega County 911
* Town of Ohatchee
* Town of Oak Grove
* Utilities Board of Rainbow City

Other governmental entities, school systems and non-profits within this region may elect to participate in this cooperative bid. Vendors must agree that if any additional government entity does join the Association, vendors shall honor prices on this Invitation to Bid for those additional entities that may join the Cooperative. Potential members could include:

Chamber County

Cherokee County

Clay County

Cleburne County

Coosa County

Etowah County

Randolph County

Talladega County

Tallapoosa County

Ashland

Bon Air

Camp Hill

Cedar Bluff

Centre

Dadeville

Daviston

Edwardsville

Five Points

Fruithurst

Gaylesville

Goldville

Goodwater

Jackson’s Gap

Kellyton

LaFayette

Leesburg

Lineville

Munford

New Site

Piedmont

Ranburne

Rockford

Sand Rock

Sylacauga

Talladega

Talladega Springs

Wadley

Waldo

Waverly

Weaver

Wedowee

Woodland

1. **SERVICES REQUIRED**

This page is for informational purposes as to the basic requirement of this document as it applies to services required in order to establish a Contract with the East Alabama Cooperative Purchasing Association for the purchase of Digital Copiers by members of the Cooperative.

* Due to the geographic distances of the region, the awarded vendor may have sub-vendors which must be legal, authorized entities, licensed to do business in the State of Alabama, the county and/or city which they operated. Sub-vendors must provide all the exact prices contained in the successful vendor (s) bid response. The awarded vendor must have at least one (1) sub-vendor, if it is not itself, in each county in the Cooperative’s region with population of 14,000 or greater.
* All shipments are to be delivered by the vender/sub-vendor and to be acknowledged by signature by the receiving member. All deliveries are to be within thirty (30) days of order unless advised the vendor/sub-vendor of a delay. Delivery must be made to the respective member’s place of business or pre-arranged designated site. Successful vendor shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty, F.O.B. destination; to the appropriate designated delivery location. The costs of delivery, cartage, temporary storage, off-loading costs, and insurance are the responsibility of the vendor.
* Award will be made to the lowest responsible bidder(s) best meeting all specification, terms, and conditions.

**SPECIFIC TERMS & CONDITIONS**

All devices and equipment shall be "NEWLY MANUFACTURED" and in current production as defined in the glossary of the “Buyer’s Laboratory Specification Guide”. EACPA members and departments within EACPA members’ offices **MUST** be the first time user of the equipment.

**MINIMUM REQUIREMENTS:** At a minimum, all devices must be capable of producing 8”-1/2” X 11” thru 8-1/2” X 11” X 17” copies.

The appropriate cabinet or stand must be provided as standard equipment with each device or machine.

Devices shall produce acceptable copy on colored paper, labels, cardstock, and transparency material.

Devices shall reproduce acceptable copy quality from solids, architectural patterns, graduated tones, line and grids, standard black graphite #2 and red pencils, blue ball point pens, NCR copies, photographs, and colored originals.

The network scanning option must include all required hardware and software to allow devices to scan to PC desktop or network file server. Where scanning is specified, the device is to scan documents to editable format to include but not limited to PDF, TIFF, and JPG format. The vendor shall provide assistance in making sure the networked system is operational.

**QUALIFICATIONS:** At the time of award and throughout the contract period the successful vendor(s) must be a factory authorized distributor or an authorized dealership with factory trained service technicians, fully qualified to service all of the installed machines with genuine factory parts. Vendor must include with their response, a certification from the manufacturer stating that the vendor is an authorized representative for the manufacturer. Where vendors are offering multiple brands or represent more than one manufacturer, EACPA members and departments within EACPA members’ offices requires a statement from the respective manufacturer outlining the support that they will provide the vendor.

**PERFORMANCE:** Machines which develop a trend of requiring an excessive number of service calls shall be replaced, not repaired, by the vendor without loss of contract time and without additional installation and removal charges. The machine performance period will apply for the entire term of the contract period.

Excessive service calls will be determined by EACPA members and departments within EACPA members’ offices on a departmental basis.

In the event the copier needs to be removed for service, EACPA members and departments within EACPA members’ offices may request a loaner copier be placed as not to disrupt the service of the user department. The loaner copier would be placed without any additional cost to EACPA members and departments within EACPA members’ offices. The loaner copier shall be of the same quality as the originally placed copier.

**SERVICE REQUIREMENTS:** Vendors shall provide factory trained service technicians. The technician(s) will be certified by the equipment manufacturer on the equipment installed. Copies of technician’s certification(s) are required upon request of EACPA members and departments within EACPA members’ offices. The EACPA members and departments within EACPA members’ offices reserve the right to effect a change in representatives for the positions outlined if service is unsatisfactory.

All service calls will be logged and reported to the designated key operator or site manager on a monthly basis (including the time of call and response time offered by the technician). Vendor shall provide a maximum service response time in the Questionnaire/Vendor Information section of this document. The maximum service response time for on-site maintenance is the maximum time before a certified technician appears on-site and is fully prepared to affect all of the necessary repairs after a service call is placed to the repair office.

Vendor shall provide a guaranteed uptime per machine in the Questionnaire/Vendor Information section of this document. This does not include any regularly scheduled routine maintenance, operator training, or toner/supply replacement. Uptime is to be calculated for any 90-day period. Machines failing to maintain an acceptable uptime will be removed at no cost to the EACPA members and departments within EACPA members’ offices and replaced by vendor with an identical model, or one with comparable features and capabilities that meets or exceed the current level of equipment.

**AWARD:** Award may be made for each volume band of this contract or to one vendor with the highest number of low bid prices and meeting all specifications listed in this invitation to bid. EACPA members and departments within EACPA members’ offices may look at the different copiers and options and choose which meets their needs and budget requirements.

**PRICING:** Pricing options shall include: 1) Outright purchase of the equipment along with maintenance/service and supply agreements; 2) a minimum volume basis contract (lease, rental, or minimum monthly charge), and 3) a price per copy basis inclusive of maintenance/service and supplies. The vendor shall include a list of supplies included in these prices. These three (3) **Pricing models shall be provided for black and white only devices and color devices separately.**

Pricing for outright purchase of equipment and a detailed listing of all add-on options, maintenance/service charges, and supplies or estimate of supply costs shall be included in the bid response.

Pricing for a minimum volume basis rental/lease contract shall include all payments based on the minimum number of copies produced during a month. The vendor will be guaranteed a minimum payment at the volume band selected. The overage cost will begin after the minimum number in each band has been reached. Options shall be listed and prices stated as a per month add-on cost. Bidder shall bid a firm, minimum price. Lease/rental pricing shall be based on a standard 36 month lease period.

Pricing for cost per copy shall include a price per copy including use of the device, maintenance, and supplies. Supplies shall include all supplies excluding staples and paper.

The enclosed price worksheets are an integral part of this bid and bid responses.

**VOLUME BANDS:** EACPA has developed “Volume Bands” for different levels of actual usage per copier. Vendor payment will be based on a “fixed base monthly cost” and an “overage cost per copy” above the minimum volume band basis for each volume band. The vendor will be guaranteed a minimum payment at the volume band selected. EACPA members and departments within EACPA members’ offices shall only pay the minimum amount based upon each volume band. Once the minimum amount in each volume band has been reached the vendor(s) shall then begin applying the overage amount for any and all additional copies.

Example: Volume band selected: Volume Band A 5,000 copies

Minimum guaranteed payment: $50.00 per month (based on 5,000 minimum)

Overage payment: $0.01 at the 5001st copy and continuing thereafter

5, 500 copies made

Total Monthly Payment: $55.00

**ADJUSTMENTS:** EACPA members and departments within EACPA members’ offices reserve the right to adjust their Volume Band within 90 days from the date of installation without penalty or extra charges or without extending the original contract.

**UPGRADES:** EACPA members and departments within EACPA members’ offices must be able to upgrade or downgrade rental equipment on an annual basis (anniversary date) without any financial penalty and without extending the original contract.

**SUPPLIES:** Toner, developer, and all chemical supplies required for machine operation must be provided by the successful vendor(s) and included in the bid price under minimum volume purchase option excluding paper and staples. It shall be the responsibility of each EACPA members and departments within EACPA members’ offices to order the supplies with the successful vendor(s). The vendor(s) must provide next day delivery for such supplies.

**LITERATURE/BROCHURES:** The successful vendor(s) shall furnish to the EACPA members and departments within EACPA members’ offices brochures of copiers that are on bid.

**TRAINING:** Vendor shall provide appropriate training to all staff of EACPA members and departments within EACPA members’ offices on each device as needed and at a time convenient to EACPA members and departments within EACPA members’ offices. Vendors may train a key operator or site manager for each EACPA member and departments within EACPA members’ offices. The vendor shall provide an Operator Training Program for the key operators or site manager and an operations demonstration for the casual users at each site of placement. All training shall be scheduled at mutually agreeable times for the initial installation and as needed thereafter.

Key operators or site manager shall be trained in the removal of simple mis-feeds, the addition of supplies and toner, and the cleaning guidelines required of the specific machines.

Each key operator or site manager must be instructed in the routine necessary to schedule service and be provided with a list of phone numbers to call and people to reach for both routine maintenance and in emergency situations.

**COPIERS PLACED PRIOR TO THIS BID:** All copiers placed in EACPA members and departments within EACPA members’ offices prior to this bid shall remain under their original term agreement or may revert to the new term bid whichever is in the best interest of EACPA members and departments within EACPA members’ offices. There shall be no penalties assessed to any departments if they decide to switch rental plans or purchase.

**INSTALLATION COST:** Machine installation cost shall be the burden of the vendor including delivery costs. All bid prices must include installation and delivery costs if applicable.

**REMOVAL FEE:** EACPA members shall pay no removal fee for machines returned for any reason including but not limited to expiration of lease/rental minimum monthly charge agreements.

**Meter Charges:** EACPA members shall pay no meter charges for copies/prints made during service calls. EACPA members shall only pay one copy/print charge for 11”x17” copies or prints. EACPA members shall not pay copy/print charges for scan only usage, if a scanner option is included on the machine.

**IF DEVICES ARE PURCHASED:** Vendor shall bear all costs for repair of equipment defects and failures occurring within a minimum period of 90 days from date of installation. In the event that the device does not perform to the satisfaction of EACPA members and departments within EACPA members’ offices, the during this initial warranty period, the vendor shall replace the unit with a similar model.

1. **Submitted:**

* The submitted bid must include the price and specifications for each Digital Copier category listed.
* Vendor will list procedures to handle adjustments for Digital Copiers which do not meet specification or prove defective in material and/or workmanship, or are subject to recall.
* Vendor must provide and honor their standard warranty which must include protection against defective material, workmanship, and failure to perform in accordance with required performance criteria.
* Vendor must provide a list of approved sub-vendors, if using sub-vendors, and include their: 1) Contact Name; 2) Address; 3) Telephone Number; 4) Federal ID #.
* All other information requested including responses to the Questionnaire/Vendor Informationsection on this bid.

**Award of Contract**

The award of this bid will be made after review and evaluation of the submitted bid package in total. Award by the Board of Directors of the East Alabama Regional Planning and Development Commission will be on or about September 23, 2020.

**Questionnaire/Vendor Information**

*Please return filled out completely, using separate sheets if necessary.*

1. Is your Catalog and/or a Brochure with a sample of your products included along with the submitted bid package? \_\_\_\_\_ Yes \_\_\_\_\_ No
2. How are you going to handle adjustments for Digital Copiers that do not meet specification or prove defective in material and/or workmanship, or are subject to recall?

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1. Please submit your sub-vendor’s list, if using sub-vendors, if applicable, with the sub-vendor’s
   1. Contact’s Name
   2. Address
   3. Telephone Number
   4. Federal ID#
2. Are you willing to assist in the marketing of the EACPA, including attending meetings throughout the region to discuss your products and bid? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. List all charges and fees related to rental/lease minimum monthly charge arrangements not included on the submitted price sheets, such as delivery charges for supplies, equipment removal fees, termination fees/charges:

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1. How would small, remote locations in the region be served (if different)?

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1. Would the Account Manager or similar representative be available to attend a question and answer session with the evaluation committee on prior to award of the bid? \_\_\_\_\_ Yes \_\_\_\_\_ No
2. Provide a maximum service response time. The maximum service response time for on-site maintenance is the maximum time before a certified technician appears on-site and is fully prepared to affect all of the necessary repairs after a service call is placed to the repair office.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Provide a guaranteed uptime per machine. This does not include any regularly scheduled routine maintenance, operator training, or toner/supply replacement. Uptime is to be calculated for any 90-day period. Machines failing to maintain an acceptable uptime will be removed at no cost to the EACPA members and departments within EACPA members’ offices and replaced by vendor with an identical model, or one with comparable features and capabilities that meets or exceed current level of equipment.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. How many full-time qualified service technicians are available to service this contract?

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. If awarded this contract how would your firm handle occasional and or emergency service on weekends and holidays between the hours of 9:00 a.m. and 5:00 p.m.?

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

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1. Does your company have an Internet site and/or ordering system in place? Yes\_\_\_\_ No\_\_\_\_
2. Provide a brief history of the company, emphasizing its service to the public sector: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Please identify the Primary Account Manager (if different from contact information listed above):

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

Name Title

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

Phone Email