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INVITATION TO BID
Bid # 24/25-0009
PRINTING/MAILROOM SERVICES BLACK & WHITE COPIER
Issued: Wednesday, July 17, 2024
Due: Monday, August 5, 2024 at 3:00 p.m.

Company Name: _____
Address: _____
City: _____ State: _____ Zip Code _____
Representative's Name: _____
Phone #: _____ Fax #: _____
E-Mail: _____

Non-Collusion Statement:

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this offer as to prices, terms or conditions of this said contract have not been communicated by the undersigned nor by any employee or agent to any other persons engaged in this type of business prior to the official opening of this proposal".

Notice of No Submission:

Our company does not wish to submit at bid for the requested products/services at this time

Initials: _____

Having carefully examined the specifications and conditions prepared by the Purchasing Office, Victoria College and agreeing to conform to conditions set out in the contract, we, the undersigned, propose to furnish all supplies as awarded.

Signature of Company Official: _____
Printed Name of Company Official: _____
Official Position: _____

**PRINTING/MAILROOM SERVICES BLACK & WHITE COPIER
FOR VICTORIA COLLEGE
FELONY CONVICTION NOTIFICATION FORM
MUST BE SIGNED & RETURNED WITH THE BID**

Texas Education Code Section 44.034 Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a College must give advance notice to the College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(I), (We) the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

REQUIRED INFORMATION	REQUIRED RESPONSE
Company Official's Name (printed):	
My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.	
My firm is not owned nor operated by anyone who has been convicted of a felony.	
My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	
Name of felon(s):	
Detail of conviction:	
Signature of company official:	
Signature (printed):	
Title:	
Date:	

Return Form To:

Victoria College
Purchasing Office
2200 E. Red River
Victoria, Texas 7790

**PRINTING/MAILROOM SERVICES BLACK & WHITE COPIER
FOR VICTORIA COLLEGE
DELIQUENT FRANCHISE TAX FORM
MUST BE SIGNED & RETURNED WITH THE BID**

Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

I, the authorized agent for the corporation, named below, certify that the information concerning delinquent franchise taxes has been reviewed by me and the following information is true to the best of my knowledge.

Vendor Name: _____

Authorized Vendor Official's Printed Name: _____

- A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax; therefore I am submitting a certified statement to that effect.

Signature of Vendor Official: _____

- B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against corporation.

Signature of Vendor Official: _____

- C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

Signature of Vendor Official: _____

**PRINTING/MAILROOM SERVICES BLACK & WHITE COPIER
FOR VICTORIA COLLEGE
HOUSE BILL 89 FORM
MUST BE SIGNED & RETURNED WITH THE BID**

Prohibition on contracts with companies boycotting Israel. The following form must be completed and signed.

The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal and the information provided below concerning companies that boycott Israel thoroughly reviewed and verified and is, therefore, current, true and accurate to the best of my knowledge.

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code, section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes, and

(2) "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Does not boycott Israel currently, and

Will not boycott Israel during the term of the contract with Victoria College.

Name of Business Entity: _____

Authorized Signature:

Printed Name & Title:

PROPOSAL AND CONDITIONS

Victoria College will be requesting the following conditions and specifications from each vendor responding to the Printing/Mailroom Services Black & White Copier invitation to bid.

QUANTITIES AND DISCOUNTS LISTED IN THE SPECIFICATIONS:

1. Quantities reflected in the Bid Invitation are estimates based upon the projected needs for Victoria College during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this Bid Invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, student participation, the availability of government commodities or other subsidies, changing market forces, unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided. The College will only be responsible for payment for the items which have been purchased and delivered.
2. A percentage discount off manufacturer's list price is requested for those items not mentioned in this bid. The vendor may also quote a last column price, or a cost plus for these items.
3. As per state law the College is not obligated to purchase any goods and/or services, if funds are not allocated, by the legislative session or the Board of Trustees.

OBLIGATIONS BY THE COMPANY:

1. Your bid should be accompanied by a transmittal letter signed by an officer of your company indicating compliance to the conditions and specifications. This officer must have the power and authority to obligate the company for all proposals and conditions stated.
2. Specifications which refer to brand names are given for reference. Bidders may quote on approved equivalent articles, provided that brand name, catalog number(s) and any deviations are noted on the bid form. The vendor should provide complete descriptive literature of the product or service quoted.
3. Substitutions will not be allowed after a quotation has been submitted for review, and will not be delivered instead of the item quoted, unless the item is of a higher quality than the item specified.
4. The Vendor shall not substitute items named in the bid without the express written consent of the College. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release the College from all obligations to the contracting party with regard to the item(s) in question.
5. Any specifications a vendor may not agree with must be submitted in writing to the Purchasing Office ten (10) days in advance of the opening.
6. The Vendor shall be held responsible for and must make good, without expense to the College, all damages, injury or loss due to the execution of the work. The Vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery of the equipment.
7. It is understood and agreed that the delivery date and/or date of installation after receipt of a purchase order will not vary from a supplier's bid. In its acceptance of any quotation offer, the College is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event of Seller's failure to deliver as and when promised, the College reserves the right to cancel its accepting order, any part thereof, and Seller agrees that the College may return all or part of any shipment so made, and may charge Seller with any loss or expense sustained as a result of such failure to deliver as promised.
8. The Vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the College.
9. All quantity and prompt payment discounts shall be listed on the bid form.
10. Any item that does not perform or meet test standards, as specified, or as claimed by the seller, the items will be replaced at no cost to the purchaser.
11. The College reserves the right to cancel the entire contract and/or buy on the open market at the current price and charge the vendor the difference between the price so paid and the bid price in the event, (1) any item is not delivered

according to specifications during the bid period, (2) brands of merchandise other than brands named on the bid, are delivered without prior approval, (3) orders are not delivered within the specified time.

12. In quoting, give complete information in spaces provided; otherwise, your quotation offer may not be given consideration. All bid offers must be signed to be considered.
13. All items bid shall be new, in first-class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized. In some instances, refurbished equipment may be requested, but the bid specification will indicate refurbished equipment is acceptable.
14. Bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State, codified in Section 15.01 et. Seq., Texas Business and Commerce Code, Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

OBLIGATIONS BY THE COLLEGE:

1. The College reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements.
2. The College also reserves the right to reject any or all bids submitted, to waive any formalities or irregularities and to make whatever award is in the best interest of the College.
3. In determining to whom to award a contract, the district may consider:
 - a) the purchase prices
 - b) the reputation of the vendor and of the vendor's goods or services
 - c) the quality of the vendor's goods or services
 - d) the extent to which the goods or services meet the district's needs
 - e) the vendor's past relationship with the district
 - f) the impact on the ability of the district to comply with laws and rules relating to historically under-utilized businesses;
 - g) the total long-term cost to the district to acquire the vendor's goods or services; and
 - h) any other relevant factor specifically listed in the request for bids or proposals.

Reference Texas Education Code, SEC 44.031 (b).

4. The College shall not be responsible for any goods delivered or services performed without its purchase order, and signed by an authorized representative of the Purchasing Department.
5. The College will have the right to schedule other work and will retain the right to let other contracts, at the same sites and at the same time that delivery and installation is required under this contract.
6. The College will have the authority to disapprove or reject defective products and/or non-suitable work standards.
7. The College may make such investigations, as it deems necessary, to determine the ability of the Vendors to provide satisfactory performance in accordance with the specifications. The Vendor shall furnish to the College all such information and data for this purpose, as the College may request. Vendors may be required to provide an item for evaluation purposes.
8. The College reserves the right to enforce the performance of this contract, in any manner prescribed by law or deemed to be in the best interest of the College, in the event of breach or default of this contract. The College reserves the right to terminate the contract immediately in the event the successful vendors fails to meet schedules or otherwise perform in accordance with these specifications. Breach of Contract or default authorizes the College to purchase the service elsewhere, and charge the full increase in cost and handling to the defaulting successful vendor.

DELIVERY OF THE BID:

1. Fax transmittal will not be accepted. The bids may be mailed, or delivered by courier before the stated time in a sealed envelope.
2. All bids received after the stated time will not be opened, read, or recorded, and will be returned to the vendor.

3. Bid proposals must include the full name and address of the bidder. Failure to manually sign the proposal will disqualify that proposal.

STATE LAW REQUIREMENTS:

1. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Victoria County.
2. All equipment and services furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendors shall give all notices and comply with laws, ordinances, rules and regulations, and without such notice to the authorized College's representative, the Vendor shall bear all costs arising there from.
3. On May 30, 1995, Governor George Bush signed Senate Bill 1. It became effective on the day he signed it. The following is a requirement included in this law. It is mandatory that the College must include this in this all specifications. Each vendor must respond to this section of the law.

Section 44.034 TEC. Notification of Criminal History of Contractor.

- (a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony.

The school district must have advance notice that a person, owner, or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

- (b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

- (c) This section does not apply to a publicly held corporation.

CONFLICT OF INTEREST

The College District shall not enter into a purchasing contract with businesses in which a board member, member of the faculty, student, or an immediate family member of a board member, member of the faculty, or student has an interest that, in the opinion of the President, could be viewed as a conflict of interest.

INTERPRETATIONS OF THE SPECIFICATIONS:

1. Only the interpretation or correction so given by the Director of Purchasing, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or explain or interpret, the bidding document.
2. Every request for such interpretation or correction must be in writing, addressed to the Director of Purchasing.
3. All questions must be submitted in writing within ten days of the bid opening date. Any questions submitted after this deadline may not be answered in time for quotation.
4. Interpretation and supplemental instructions will be in the form of written addenda to the bidding documents prior to the ten day bid opening date deadline.
5. Your questions concerning the bid specifications **must be submitted in writing or email to Lydia.Damon@VictoriaCollege.edu**. We will return a written answer to your company.

WARRANTIES:

Proposers are requested to give a detailed statement of the warranty period.

DELIVERY EXPECTATIONS:

1. Delivery will be FOB, to specified buildings at Victoria College, 2200 E. Red River, Victoria, Texas 77901 and other areas listed. The Vendor shall be responsible for all claims against the manufacturer for manufacturing defects and against the carrier for all freight and/or drayage damage. The Vendor shall be responsible for receiving and handling all materials, and shall bear all risks of loss, theft, or damage to all material until installed in a designated location and accepted by the College. The College will not accept pre-deliveries directly to the site, unless otherwise specified.
2. The unit prices shall include all items required, including trucking and transportation.
3. The company must notify the Purchasing Office seventy-two (72) hours in advance of shipments not being fulfilled as specified.
4. Offers must be submitted on the forms provided to insure complete uniformity of wording of all offers. Offers may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.
5. No allowance for waste, loss, breakage, damage or difficulties shall be made.
6. Bid should show number of days required to place material in designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Failure to sign the bid may, or signing it with a false statement shall void the submitted bid or any resulting contracts, and the bidder will be removed from all bid lists.

TAX EXEMPTIONS:

The district is exempt from State Tax and Local Tax. Do not include tax in your bid. Tax exemption certificates will be furnished upon request.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Vendor shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal response, vendor acknowledges intention to conform to the requirements of the ADA. Failure to comply with ADA constitutes good cause for the College to suspend a contract with any successful vendor.

GRATUITIES:

1. Bidder affirms that he has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid. Failure to sign the bid will, or signing it with a false statement shall, void the submitted bid or any resulting contracts, and the bidder will be removed from all bid lists.
2. The College may by written notice to the vendor, cancel this contract without liability to the vendor if it is determined by the College that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the vendor, or any agent, or representative of the vendor and with the goal of obtaining a contract or securing favorable treatment with respect to the awarding, amending or making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by the College pursuant to this provision, the College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the vendor in providing such gratuities.

UNIFORM COMMERCIAL CODE:

1. This writing and subsequent interview information given and forwarded to the College shall be a sole and final expression of the agreement between the College and the vendor, and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling.
2. This agreement shall be governed by the laws of the State of Texas. By submitting a signed proposal, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, and certifies that the company complies with equal employment opportunity regulations.

ADVERTISING:

The vendor shall not advertise or publish, without the College's prior consent, the fact that the College has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

WITHDRAWAL or MODIFICATION of BID:

1. Subject to the restrictions discussed below, Victoria College will consider a written request from any bidder that the bidder be allowed to withdraw any bid submitted, but only in its entirety, and only until the due date and time for bid submission as stated in the Notice of Invitation to Bid included with this Bid Invitation. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must manually sign any request for the withdrawal of any bid in ink, and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Notice of Invitation to Bid. Only bids that have been submitted consistent with the instruction relating to packaging and labeling of the bid will be considered for withdrawal. If there is any question in the mind of the management or staff of Victoria College regarding the identity of the bid or the identity of the bidder relating to any request for the withdrawal of any bid, Victoria College will refuse to allow the withdrawal of the bid. Withdrawal of any bid allowed by Victoria College will require the completion and signature of a written receipt by the bidder's representative satisfactory to the management or staff of Victoria College before the bid will be released. The decision of the management or staff of Victoria College relating to any matters concerning bid withdrawal will be final.
2. If a bidder requests to withdraw a bid and Victoria College allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Notice of Invitation to Bid included with this bid invitation, provided any new submission meets all the qualifications of bid submission included in these Proposal Terms and Conditions.
3. All bids in the possession of Victoria College at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Notice of Invitation to Bid included with this bid invitation.
4. Victoria College will not allow any vendor to increase any cost once the bid has been awarded, regardless of circumstances. A vendor will have the right to withdraw an awarded bid, if the quoted cost will constitute a hardship to the vendor. If this situation occurs, the College will re-bid the awarded bid.

PRICE QUOTATIONS:

1. Bid prices may not be withdrawn for a period of 30 days from bid opening date.
2. Bid unit price on quantity specified, extend, and show total. The unit price shall always govern.
3. Texas law states businesses operating outside of Texas must state a percentage cost added to a bid, if the state will reciprocate a percentage increase in a Texas bid. **Texas Codes Annotated, Government Code, Title 10, Section 2252.003.**

PRICING GUARANTEES:

The College's fiscal year is September 1, 2024 through August 31, 2025. The guaranteed date for prices must be within that time period.

GENERAL CONDITIONS:

1. You are notified that although the College is required to submit purchases of all contracts of \$10,000 to competitive bidding, it is not required to accept the lowest bid. In such purchasing the lowest bid may be rejected if the Board of Trustees, in the exercise of its best judgment, feels that the bid of one other than the low bidder will best serve the interest of the College.
2. Victoria College reserves the right to accept or reject any or all quotations and/or bids by item or in its entirety and to waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any quotation offer.

PURCHASE ORDER:

1. A purchase order will be generated by Victoria College to the successful bidder(s). The purchase order number must appear on all itemized invoices and packing slips.
2. The College shall not be responsible for any goods delivered or services performed without its purchase order, signed by an authorized representative.

SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail or not to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

REMEDIES FOR NON- PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT:

1. If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted for other sources at the contract price. The vendor's delay in the above will constitute the vendor's material Breach of Contract, whereupon Victoria College may terminate the vendor's contract for cause as provided by the remainder of this section.
2. Except as otherwise provided for within the Proposal Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

SUBMITTAL OF BIDS:

The submitted bids must be quoted on the provided forms. Each bid **must** be placed in a separate envelope and properly identified with Bid Invitation Name and Opening Date. Late bids will not be considered.

AWARDING THE BID:

1. The successful bidder will be based upon the eight legal reasons for award found in the section marked "Obligations of the College". In addition, the College will consider:
 - a) the discounted price of the items not mentioned in this package
 - b) the length of time the contract is guaranteed.
2. The College reserves the right to award to multiple or single vendors. If the company does not wish for the bid submitted to be split, the company must state "this bid is all or nothing".
3. The College will award by package total, by line item, or total cost of the bid which ever deems is in the best interest of the College.

NOTIFICATION OF AWARD:

Bid documentation for the purpose of award are presented to the Board of Trustees at a regularly scheduled meeting. The Board of Trustees meets the third Monday of every other month. Once the Board of Trustees has awarded the bid, vendors will be notified by electronic means. The tabulation sheet will be included in all electronic communications.

VENDOR:

Victoria College is seeking on or more vendors as suppliers. The intended purpose is to provide a convenient, cost effective method for the College to purchase commodities listed in this invitation to bid. This agreement shall not restrict the College from placing orders through existing State of Texas contracts or other sources when in the best interest of the College.

INSTRUCTIONS TO BIDDERS

INSURANCE REQUIREMENTS: The successful bidder shall provide the Owner with a Certificate of Insurance confirming the College has been named an additional insured, for insurance limits, within ten days of the contract.

TYPES	DESCRIPTION	LIMITS
General Liability	General Aggregate	\$1,000,000
Commercial General Liability	Products - Com/or Agg	\$1,000,000
Claims Made Occur	Personal & Adv. Injury	\$1,000,000
Owner's Contractor's Protection	Each Occurrence	\$1,000,000
	Fire Damage (Any one fire)	\$ 50,000
	Med Expense (Any one person)	\$ 5,000
Automobile Liability	Combined Single Limit	\$1,000,000
Any auto	Bodily Injury	
All Owned Autos	(per person)	
Scheduled Autos	Bodily Injury	
Hired Autos	(per person)	
Non-Owned Autos	Property Damage	
Garage Liability		
Umbrella Form - Excess Liability		
State the limits that your company carries		
Worker's Compensation and Employer's Liability	<u>Statutory</u>	
	Each accident	\$ 500,000
	Disease-Policy Limit	\$ 500,000
	Disease-Each employee	\$ 500,000

The insurance requirements, as previously listed, also apply to any sub-contractor(s) in the event that any work is sublet. The vendor is responsible to ensure that the sub-contractor's meets the minimum insurance requirement limits according to law. The vendor is required to submit with the offer a certificate of insurance for the previously listed insurance requirements.

1. Should any of the described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Victoria College.
2. The vendor shall be required to waive all right of subrogation against the College, its officials, employees and volunteers for losses arising from work performed by the vendor.
3. The vendor shall be required to hold the College harmless from, and indemnify it against, all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of the vendor or failure of the vendor to perform any work or obligation provided for in this agreement.
4. The selected vendor will be required to supply an insurance certificate naming the College as an additional insured.
5. The College retains the right to approval for insurance coverage.

INDEMNIFICATION REQUIREMENTS: The Contractor shall indemnify and hold harmless Victoria College from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by Contractor or anyone acting under his direction or control or in his behalf in the course of his performance under this contract, provided the contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of the Owner.

CANCELLATION: If the service is determined not satisfactory, in the judgment of the Owner, the Owner reserves the right to cancel the awarded contract upon thirty days prior written notice.

CONTRACT TERM: This contract will be for a 36-month period. With the option to extend the contract for 12 months. Either party may cancel the contract after a period of thirty (30) days. (See Cancellation Clause)

RENTAL PACKAGE: ALL COPIER REQUIREMENTS

GENERAL INFORMATION:

1. Although Victoria College is a member of the Comptroller's Statewide Procurement contract system it is preferred not to utilize the standard state contracts. The vendor responding to this proposal request may offer the same contract granted to the State of Texas for the copier requirements listed.
2. If your company has more than one machine that will meet the minimum standards, the form may be duplicated but it must be clearly stated that it is an additional offer.
3. Rental contract will include full maintenance service, preventive maintenance calls, including all parts necessary to repair the machines. All supplies including staples and toners plus all parts to operate the machines will be included in the rental contract with the exception of paper.

REFERENCES:

All vendors are to supply two references with the name of the company, contact name, phone number, fax number, email address with emphasis in an educational environment.

SAMPLES:

All vendors are required to submit samples of regular copy documents, laser printing quality, color copy quality, and documentation of additional features that would show the capabilities of the equipment. This information must be included in the original proposal.

CLIENT REFERENCES:

Vendors are required to provide contact information for one to two local clients, preferably within a 30-60 mile radius of Victoria. Victoria College may choose to visit the client's location to view how the multifunction device works in a networked business environment.

EVALUATION RANK CRITERIA:

Price	30%
Service	10%
Quality of the finished product	20%
Training/Technical Support	10%
Functionality of the equipment	30%

PRICE CHANGES:

Prices may be decreased any time after award.

In the event a vendor offers or provides a decrease in rates to its customers for the same services provided to Victoria College pursuant to its contract, the vendor must provide the same decrease in rates to Victoria College. It is recommended that the vendor provide said rate decreases voluntarily. If Victoria College learns of a decrease in rates from a source other than the vendor, vendor shall credit or issue refund check, at the discretion of ordering entity between Victoria College's contracted rate and the decreased rate from the date of said decrease or the vendor's contract will be subject to cancellation at the discretion of Victoria College.

FUNDING OUT:

Any purchase order is contingent upon the continued availability of appropriations.

DEFINITIONS:

ADF (Automatic Document Feeder): A device that holds a stack of originals and automatically feeds each one, in the order of the stack, to the exposure platen whereby single or multiple copies of each original may be copied

Vendor: A person, partnership or corporation receiving a contract award.

BLI (Buyers Laboratory Inc.): Independent office products testing laboratory

Contract: Consists of the Competitive Sealed Proposal (CSP), specifications, any addenda thereto, and the vendor response proposal.

CPM: Copies Per Minute

OEM (Original Equipment Manufacturer): Indicates the name of the actual manufacturer of the equipment. For this proposal it also means the name of a vendor distributing OEM equipment under its private label.

PPM: Pages Per Minute

RADF (Reversing Automatic Document Feeder): A document feeding device which automatically reverses and inverts two-sided originals to copy each side.

GENERAL INFORMATION:

Printing & Mailroom Services distributes high page booklets (up to 500 pages, 2-sided, and 3 hole punched); 8 1/2 x 11 and 11x17 folded and saddle stitched booklets, programs, brochures, flyers, postcards, posters, booklets, certificates, diplomas, and envelopes. We print paper sizes ranging from 8 1/2 x 11, 8 1/2 x 14, and 11x17 and paper weights from uncoated 20 lb text paper to 110 lb cover paper as well as coated paper 80lb text to 100 lb cover. We also print on a variety of size of envelopes.

RENTAL INFORMATION: This will be either straight 24-, 36- or 48-month rental contract.

DELIVERY INFORMATION: Routine delivery: 30 days after receipt of order during normal working hours. However, the copier should be delivered by August 31, 2024.

ELECTRICAL SERVICE: Equipment shall be suitable for use with standard electric service. Equipment requiring electrical protection devices shall be quoted with the cost of such devices included in the monthly rental price. Units requiring special electrical protection devices, i.e., surge protectors, shall include such devices, at the vendor's expense, when delivered and installed. Wiring requirements shall be provided to the qualified ordering entity per vendor's specifications. If electrical service other than standard electric service is required for equipment, it is the vendor's responsibility to advise the ordering entity to arrange for installation of the proper wiring requirements per manufacturer's specifications at the ordering entities expense.

CONSUMABLE SUPPLIES: This contract is a supply inclusive contract. The vendors are required to include the cost of supplies inclusive of staples and color consumable supplies in their rental price. Paper is **NOT** included. Vendor shall provide shipping and handling of all included consumables at no charge to the qualified ordering entity. Consumable orders shall be delivered to end-users within 7 business days of receipt of order.

EQUIPMENT: This contract includes the option for multiple configurations, and new digital equipment. New equipment must meet the requirements of the specifications.

- All units shall be fully operational and offer all functionality according to specifications and manufacturer's established standards.
- New units may contain factory reprocessed components that were never used before or after having been reprocessed.
- Equipment shall be delivered completely assembled, adjusted, and all equipment including standard and supplemental equipment installed and the unit made ready for continuous operation.
- If the configuration of a unit awarded in this specification mandates the use of supplemental equipment (such as a stand) in order for the unit to satisfactorily meet the functional requirements of these specifications, then the unit's price must include all such supplemental equipment. All units installed must include a minimum of two paper trays. If the number of trays normally furnished in the industry for a particular unit exceeds two trays, the vendor shall supply the standard number of paper trays as normally furnished in the industry. Manual or manuals containing operating and service instructions for the equipment shall be delivered with each unit. The manual(s) should be as detailed as possible outlining all necessary operating and service instructions for each unit installed. Necessary warnings and safety precautions should be included.
- **Engineering Change:** When a manufacturer of the equipment on contract releases engineering changes at no cost to the general trade that improves the performance of the equipment awarded, and while the equipment is

still under rental agreement, the vendor shall make the improvements to the equipment rented unless the ordering entity declines the improvements. This shall be done in writing by the ordering entity. Vendor shall maintain and install equipment to include all released engineering changes at a current level at no increase in cost to the State. All safety enhancements shall be installed per manufacturers specifications without option.

- **Substitution of Equipment:** Following the contract award, alterations in product manufacturing fabrication or delivery of substitute models require prior written approval of the College. If at a later date equipment awarded in a category is discontinued by the manufacturer, the manufacturer will be allowed to substitute at the same price with another model meeting or exceeding specifications in the awarded category only.

RISK OF LOSS OR DAMAGE: The risk of loss or damage remains with the titleholder (vendor). The ordering entity shall be relieved from risks of loss or damage to all equipment rented during the period of transportation, installation, and during the entire time the equipment is in the possession of the agency except when loss or damage is due to fault or negligence of the ordering entity.

INVOICING AND PAYMENT: All invoices shall be mailed to the Accounts Payable at Victoria College. All invoices shall contain the following information: Purchase order number, model and serial number of rented equipment, billing period (from date - to date), and meter reading for the billing period shown. Payment for rented equipment will be processed upon the satisfactory completion of delivery, installation, training and acceptance.

SERVICE REQUIREMENTS: The vendor shall provide both remedial and preventive service for all units, the cost for such being included in the quoted monthly rental prices. Such service is to include the following:

- Vendor will provide on-call remedial service including replacement of all unserviceable parts.
- Vendor will provide preventive service based upon the manufacturers recommended schedule and the manufacturers specific preventive service requirements for the individual unit including lubrication, necessary equipment adjustments and replacement of all unserviceable parts. C. Service response for on-site service repair calls shall not exceed four hours. Service is to be performed during normal working hours, 8:00 A.M. to 5:00 P.M., Monday through Friday. Fully trained and qualified technicians shall perform all service and shall be on site prepared to accomplish repairs within the required response time.
- All parts including but not limited to: drums, photoreceptors, master units, wiper blades, lamps, rollers, and webs, etc., shall be included in the vendor's service coverage. The College considers these items parts and not consumable supplies.
- An adequate supply of repair parts shall be carried in stock within the state of Texas. Proposer should include with proposal a list of companies, dealers or individuals, and their addresses, which regularly stock repair parts available for service on units rented by the state of Texas and who will perform service on the units furnished.

CANCELLATION: Vendors are cautioned that while the College envisions long-term rentals occurring from the resulting contract, the College reserves the right to cancel orders, without penalty, provided 30 days written notice of such termination is given to the vendor. Past history indicates that on an average units placed remain for approximately two-four years. The College makes no guarantee that units placed will remain in place for any particular length of time. The qualified ordering entities will strive to advise vendor of units that will not be renewed.

AWARD OF CONTRACTS: All awarded vendors of new digital equipment shall be awarded a contract as specified in the Proposals and Conditions.

INSTALLATION AND TRAINING: The installation and training of at least one operator of a photocopier shall be included in the monthly rental price and shall include the following services.

- In house delivery and complete installation and set-up of equipment ordered.
- Demonstration of the proper operating techniques of equipment ordered to at least one individual designated by the end user. This demonstration is to include basic training on the proper operation of the equipment delivered.
- The vendor shall provide sufficient initial training to adequately instruct personnel in the use of equipment. On connected equipment, training shall also include orientation and demonstration of full connectivity performance with ordering entities Information Systems Network Analyst at no charge.
- Additional training sessions shall be provided upon request of the ordering entity for an additional cost based on vendors quote and acceptance by ordering entity. Vendors may submit hourly rate for additional training requests on the proposal form. Failure to submit price will result in all additional training being performed by vendor at no charge to the College.
- Vendor is responsible for removal of all waste packaging materials.
- The installation and training need not necessarily occur at the time of equipment delivery provided the actual installation and training date(s) are coordinated and mutually agreed to by the qualified ordering department and

the vendor.

- The vendor must prepare actual instructions how the meter readings are to be recorded and how they are to be submitted to the vendor.

REMOVAL: When a vendor is notified by a qualified ordering entity that a machine is no longer needed, it shall be the vendor's responsibility to properly prepare the equipment for removal and return shipment to the determined destination of the vendor. The final removal shall be coordinated with the ordering department and completed within the 30-day cancellation period.

COMPLAINTS: Complaints processed through the College are to be corrected within 10 calendar days of vendors receipt of formal notice of complaint. Written confirmation of resolution to the College is required. Failure to properly resolve complaints within the 10-calendar day time period may result in the automatic cancellation of the applicable line item(s).

TECHNICAL REPRESENTATIVE: The availability via toll free number of a technical representative and network engineer for digital equipment to assist qualified ordering entities in the determination of which equipment to order for a particular application and to resolve technical problems are a requirement of this contract.

General Technical Specifications

BASIC REQUIREMENTS: All production printers shall meet the following basic requirements as well as any applicable additional requirements.

- Initial machine warm up time requirements shall not exceed 5 minutes.
- First Copy Output Time – between 3.5 seconds - 6.3 seconds
- All equipment offered in all configurations shall be Energy Star Compliant.
- All equipment offered in all configurations must include reduction and enlargement.
- Have print/scan/copy capabilities. Scan features should be scan to USB/email/folder. Scan in industry standard pdf, jpeg, tiff, or multi-page tiff. Scanning resolution 100/150/200/300/400/600 dpi. Scan Area up to 11 x 17
- Simplex and Duplex printing. Duplex is to occur without operator interventions. Excludes adding paper and removing finished sets.
- Finisher must be capable of finishing unlimited sets - up to the dialing capacity of the quantity selector without reprogramming or reinitiating the task. Also, the finisher should be able to insert a different paper stock in set intervals to keep from hand-finishing a book.
- Finisher must be able to 3-hole punch and staple.
- Simple catch tray and offsetting catch tray. Should be able to allow each document to be offset from the previous document.
- Integrated single pass automatic document feeder/scanner. All new digital equipment which is offered when using an automatic document feeder (ADF) shall maintain a minimum of 90% rated speed of the equipment. This refers to the scan once, print many technologies.
- High quality print resolutions for back and front copies.
- 3 Input Trays that hold 8.5 x 11 – 11 x 17 paper and paper weights 20lb text to 110lb cover.
- Bypass Tray that fit different size envelopes and variety of heavy stock paper.

INTERFACE of DIGITAL EQUIPMENT: The vendor will be responsible for identifying and working with the ordering entity's network administration personnel to resolve all interface parameters between the multi-functional copying equipment and the existing equipment and/or network infrastructure. Vendor shall contact ordering entity and have survey completed to assure compatibility prior to delivery of equipment. Awarded vendors shall provide a network engineer as required to bring equipment into full operation and maintain full operation throughout duration of the rental period. The qualified ordering entity shall be responsible for telephone, power and network cable drops.

All connectivity and interface items shall be listed as accessories. Such items should be included in the proposal or may be submitted to The Victoria College as proposed additions to the contract as they are announced or made available.

NETWORK CAPABILITIES:

- Email scanned documents as PDF attachments with a preference of scanning in color with black/white only print.
- LDAP/Active Directory lookup of user e-mail addresses
- Scan documents to multiple network locations based on device or user profile
- Support user authentication against Active Directory before users can access e-mail/scanning functions

RELIABILITY:

- A. The failure rate for multi-functional and specialty applications shall not average more than two malfunctions per month, requiring contractor corrections for the highest monthly volume recommended in the given Configuration and Class. Machines which develop a trend of requiring an excessive number of service calls shall be replaced upon request of the qualified ordering entity. The qualified ordering entity should keep proper documentation to substantiate possible non-performance of the equipment and the vendor performance. If vendor does not comply, the qualified ordering entity shall report to the College for review for compliance with this provision. Failure of the contractor to respond with corrective action to comply with this provision may be cause for cancellation of award at the sole discretion of the Victoria College.
- B. Replacement of Unsatisfactory Equipment: In the event the photocopier supplied, in the opinion of the College, is not giving satisfactory performance or requires an excessive amount of maintenance service calls, the vendor, after notice in writing by the qualified ordering entity that such a situation exists, agrees to remove and replace the defective photocopiers as per the original specifications within 10 days of such notice at no cost to the College. Failure to comply may result in the unit(s) being canceled from the contract and similar units obtained from another contract vendor with re-procurement costs including transportation and installation costs paid by the original vendor.
- C. Excessive downtime generally may be defined as, but not limited to, equipment which causes the College to lose the equipment service for two working days a month for three consecutive months. The College will be the sole authority in determining excessive downtime after proper documentation is submitted to the College by the qualified ordering entity. **NOTE: ALL NON-PERFORMANCE MUST BE DOCUMENTED.**

**REQUIRED VENDOR CLIENT REFERENCES
THIS FORM MUST BE USED FOR BID CONSIDERATION**

DESCRIPTION	COMPANY INFORMATION
<p>Vendors are required to provide contact information for one to two local clients, preferably within a 30–60-mile radius of Victoria. The Victoria College may choose to visit the client’s location to view how the multifunction device works in a networked business environment.</p>	
<p>Company Name</p> <p>Address</p> <p>Contact Person</p> <p>Phone Number</p>	
<p>Company Name</p> <p>Address</p> <p>Contact Person</p> <p>Phone Number</p>	

PACKAGE 1: PRINTING & MAILROOM SERVICES COPIER RENTAL

DESCRIPTION	APPROX QTY	MONTHLY RENTAL COST	TOTAL YEARLY COST
<p>Type: High speed, high volume standalone system Existing Brand: Ricoh Pro8210s</p> <p>Minimum Upgrade Features: Information pertaining to the features must be stated:</p> <ol style="list-style-type: none"> 1. Network capabilities 2. Scan to USB/Email/folder 3. Laser printer capabilities 4. Dual-Head color scanner. Scans in Industry standard PDF, JPEG, TIFF (Full Color and B&W) 5. Simplex or Duplex printing 6. Touchscreen Control of copy, scan, and pro-level print functions. 7. Multiple Input paper trays and a bypass tray 8. Must be able to handle ALL types of paper from 20lb text paper to 100lb coated cover paper 9. Other features may be identified 10. Full-service maintenance coverage provided which includes service calls, toners, staples & developers with no additional charge 11. Inserter tray 12. Must be able to print on all size envelopes 	1 machine		
Expected minimum number of copies allowed per month: 125,000			
Cost incurred for exceeding monthly allowance			
Give details of service information:			
Delivery must occur August 31, 2024. This must be accomplished. Vendors that cannot deliver by August 31, 2024 may not be considered.			
PACKAGE 1 TOTAL			