



Coleman Community Schools

Request for Bids

For

**Networked Document Imaging Equipment
& Management Software**

Issue Date May 4, 2018

Revision 1

Coleman Community Schools (the "School District") is desirous of upgrading its document imaging equipment and related management software in order to obtain a network of printers and copiers that enable the School District to effectively and efficiently carry out the operations of the School District. The purpose of this Request for Bids for Document Imaging Equipment and Management Software (the "RFB") is to obtain sealed bids from professional and qualified vendors who can provide the document imaging equipment, management software and related maintenance services in accordance with the terms and conditions of this RFB. The School District expects that the document imaging equipment and management software be delivered to the School District, installed by the successful vendor and fully operational on or before **July 1, 2018**. The School District may select one or more experienced and qualified vendor(s) to proceed with the negotiation process from those submitting bids. Past experience will also be judged through the references of each entity.

SCHOOL DISTRICT PROFILE

The School District operates six (6) buildings, which include elementary, Jr/Sr high school, Ag Science, Midland Family Center, transportation, and administrative buildings. The School District has an enrollment of approximately 700 students. The School District employs approximately 43 teachers and 35 staff who utilize the School District's document imaging equipment on a daily basis. Based upon historical data, the School District has an annual volume of approximately 2 Million mono images and 25,000 color pages collectively from all document imaging equipment currently in service (including multi-function printers (MFPs), copiers and printers).

BID SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for submission of bids in response to this RFB is:

May 29, 2018, at 12 Noon Local Time (the "Due Date")

All written bids must be delivered to the School District's Administration Office on or before the Due Date as follows:

**Coleman Community Schools
Attn: Sara Hegel, Business Manager
4823 N Coleman Schools Dr.
Coleman, MI 48618**

All bids must be marked "Networked Document Imaging and Management Software Bid" in the lower left-hand corner of the bid envelope.

Oral, E-Mail or Facsimile Bids will not be accepted. Any bid received after the Due Date listed above will not be accepted or considered and will be made available to the respective vendor, unopened, for pick-up at the vendor's sole expense.

At the specified location and Due Date stated above, all timely submitted bids shall be publicly opened and read. Any interested parties may attend. No immediate decision will be rendered.

All potential bidders are strongly encouraged to attend a **Pre-Bid Meeting, on Wednesday, May 16th at 8:10 a.m. local time.** This meeting will be held in the Board Office, of the School District's Administration Office, located at: 4823 N Coleman Schools Dr, Coleman, MI 48618.

Proposals must be presented in the format requested. Proposals not submitted in the prescribed format may be rejected at the sole discretion of the School District.

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFB), to accept or reject, in whole or in part, any or all bids with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFB process or any bid, and the right to award the contract to other than the lowest bidder. The School District reserves the right to request additional information from any or all bidders. All bids shall be considered firm for ninety (90) days after Due Date for Bids.

Requests for clarification or questions on bidding procedures or specifications not discussed during the Pre-Bid Meeting may be directed to Sara Hegel, Business Manager at shegel@colemanschools.net. All requests for clarification or questions must be submitted on or before **May 21, 2018 at 5:00pm.** All questions and requests for clarification must be submitted via e-mail. Oral questions will not be accepted. All responses to questions will be e-mailed to each vendor who submitted an e-mail address provided at the Pre-Bid Meeting.

From the issue date of this RFB until a vendor is selected and the selection announced, a prospective bidder shall not communicate about the subject of this RFB or a vendor's bid with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for the Pre-Bid Meeting, additional written questions or requests for clarification in accordance with the previous paragraph, or as otherwise required by applicable law.

The School District intends that all vendors shall have equal access to information relative to this RFB, and that this RFB contains adequate information. No information communicated, either verbally or in writing, to or from a vendor shall be effective unless confirmed by written communication contained in an addendum to this RFB, a request for clarification/question or other written response thereto, or in the bid.

A recipient of this RFB is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a bid, or otherwise responding to this RFB, or any negotiations incidental to its' bid or this RFB.

Each vendor certifies that their bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same subject matter and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

The following outlines the information that must be provided by each vendor and the required format for its bid. Any bid not providing the required information, or not conforming to the format

specified, may be disqualified on that basis. Bids must: (i) demonstrate an understanding of the scope of equipment, related software and maintenance services desired under this RFB; (ii) include a detailed description of the equipment, software and services, including the features of each, proposed by the vendor; (iii) include a detailed layout of where the proposed equipment will be placed within the School District's buildings; and (iv) include all necessary information to enable the School District to thoroughly evaluate each vendor's overall experience, expertise, qualifications and ability to deliver the document imaging equipment, related management software and on-going maintenance services in accordance with the requirements and obligations of this RFB. Each bid shall also include any other information or explanations that the vendor feels is/are significant with respect to the School District making an informed decision relative to its bid. Each bidder must be available to provide prompt answers to any request for clarification from the district regarding their submitted bid.

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I. General Vendor Information

The following items are of interest to the School District concerning each vendor. As a quality business relationship is important, each vendor should include anything else it feels the School District should understand about its company and/or Proposal. Please answer the following questions if they are applicable. If not, please explain why they are not applicable and also mark with a "N/A" response.

- A. What is the legal name of your company?
- B. Please state the number of years your company has been in business.
- C. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent company?
- D. What are the headquarters' location address and relevant phone numbers?
- E. What is the company ownership structure?
- F. How many employees do you have locally? (Locally is defined as Clare, Gladwin, Midland, and Isabella Counties)
- G. Outline the insurance coverage you carry.
- H. Provide Federal tax identification number.
- I. Describe all past and present lawsuits or legal actions that your company has had in the past three years. Also, please state whether these actions have had a material effect on the financial condition of your company.
- J. Explain your ability to provide, support and service multiple manufacturers of office equipment, technology and associated software. Please include a list the manufacturers that you are able to buy from and outline your relationship.
- K. Has your company filed for "Chapter 11" within the past five years? If yes, how will this affect your ability to provide service?
- L. What kind of geographical classification applies to your company?
 - a. Local: (i.e., Midland, Isabella, Gladwin and Clare Counties)
 - b. Regional: (i.e., operates only in one geographical location)
 - c. Multi-Regional: (i.e., in more than one region but not national)
 - d. National: (i.e., provide services across the U.S. only)
 - e. International: (i.e. conducts business in U.S. and abroad)

II. Organizational Structure and Philosophy

- A. How is your organization structured locally and how does this structure support your ability to provide the equipment and services you are proposing?
- B. What differentiates your organization from your competition?
- C. Describe your customer satisfaction guarantees and any warranties which are part of the equipment and services in your Proposal. (Explain what happens when a customer is not satisfied with a piece of equipment.)
- D. To meet the level of uptime expected, vendors are expected to incorporate onsite support to manage machine failure and restore operation to said failed equipment. Describe your guaranteed account support structure to meet the above requirement.

III. Staffing

- A. How many Service Technicians do you have in the local area?
- B. Please attach an organizational chart of your support teams for the School District, locations, titles, areas of responsibility, years of experience in the industry, and years with your company.
- C. Describe the process for notification when service is needed. How are service calls communicated to the technicians? What is your call back timeframe? What is your maximum allowed response time for a Service Technician to arrive onsite at the School District? If parts are needed, how long does it take to get them in hand?
- D. Outline your training programs for your Service Technicians.
- E. Describe your company's maintenance program. What is included in preventative maintenance and how often does this occur?
- F. What is your company's policy when the actual useful life of purchased equipment is less than contracted service agreement period?
- G. Bidders must provide written confirmation from the original equipment manufacturer that the manufacturer will provide full maintenance should the bidder be unable to do so over the life of the contract.

IV. Financial Considerations – OPTION A - Purchase

- A. Please provide a comprehensive cash purchase proposal (and other available purchase options) that includes the following (based on a total historical annual volume of 2 million mono and 25,000 color images collectively from all machines including MFP, copiers and printers).

Pricing must include the following:

1. All proposed equipment and accessories proposed by the vendor (detail equipment list and location chart in Bid). Proposed equipment must take into consideration cost effectiveness, process flow efficiency, practicality of use, ecological impact, volume output and security of information.
2. Delivery and installation of equipment to the specified locations and operational by July 1, 2018. Upon agreement with the district the installation can be completed in three to four waves to manage the work load of both the successful bidder and district technology personnel.
3. Setup of scan to email function, by July 1, 2018, or a date mutually agreed upon by both the School District and successful vendor in writing. Training and teaching of office staff upon install and building staff the week before school resumes in August.
4. Training and teaching of office staff upon install and building staff the week before school resumes in August.
5. Surge Protection of equipment on all units of equipment.
6. Electrical requirements for each machine must be included in your equipment specifications as we will be considering any costs to upgrade our electrical systems in our final bid evaluation.
7. Each piece of equipment must ship and be delivered with two extra toners included.
8. The Copier/Printer Maintenance portion of the Proposal must be a total supply inclusive contract to include toner, developer ink, staples and masters (exclude paper). No exclusions allowed.
9. Copier/Printer Maintenance portion of the Proposal must include all parts, labor, trip charges, drums, toner, developer, and PM kits. **No exclusions allowed.**
10. The maintenance agreement will include the following:
 - a. All parts, labor, toner, staples, developer, and preventive maintenance (excluding paper).
 - b. The maintenance agreement will be implemented and performed by the organization issuing the purchase.
 - c. Any service call placed with the vendor that is not addressed by a service technician within twelve hours, the individual school will be given a credit based upon daily costs. The credit will be the total time in excess of twelve hours until the time a service technician responds to the call. Any credit will be applied to next month's invoice.
11. The Proposal must include Management software (Papercut MF preferred) and Multicard Badge readers (including MIFARE DESFire 13.56 MHz badge reading) for all devices for secure printing (internal preferred, external badge readers may be acceptable) to minimize costs and determination of reallocation to departmental budgets and to successfully implement "follow me printing."
12. It is understood that the School District is a governmental unit, and as such, is exempt from the payment of all State and Federal Taxes applying to the products

specified in this document. Therefore, the prices quoted by the Bidder should not include any allocation for taxes.

13. **Quotations on equipment materials or supplies must be F.O.B. point of delivery specified, including packing and crating charges.**

14. Please indicate the ongoing Copier/Printer Maintenance portion of the Proposal on a Cost Per Copy Rate (click), by year:

Cost per Copy	Base/copy	Excess/copy
Year One		
Year Two		
Year Three		
Year Four		
Year Five		
Annual Extension After Year Five		

V. Financial Considerations – OPTION B – Lease

A. Please provide comprehensive 60 month lease (true lease and not a capital lease) proposals that include the following (Based on a total historical annual volume of 2 million Black & White Images and 25,000 color images collectively for all machines including MFP, copiers and printers)

Pricing must include the following:

1. All proposed equipment and accessories proposed by the vendor (detail equipment list and location chart in Bid). Proposed equipment must take into consideration cost effectiveness, process flow efficiency, practicality of use, ecological impact, volume output and security of information.
2. Delivery and installation of equipment to the specified locations and operational by July 1, 2018. Upon agreement with the district the installation can be completed in three to four waves to manage the work load of both the successful bidder and district technology personnel.
3. Setup of scan to email function, by July 1, 2018, or a date mutually agreed upon by both the School District and successful vendor in writing.
4. Training and teaching of office staff upon install and building staff the week before school resumes in August.
5. Surge Protection of Equipment on all units of equipment.
6. Electrical requirements for each machine must be included in your equipment specifications as we will be considering any costs to upgrade our electrical systems in our final bid evaluation.

7. Each piece of equipment must ship and be delivered with two extra toners included.
8. The Copier/Printer Maintenance portion of the Proposal must be only a total supply inclusive contract to include toner, developer ink, staples and masters (exclude paper). No exclusions allowed.
9. Copier/Printer Maintenance portion of the Proposal must include all parts, labor, trip charges, drums, toner, developer, and PM kits. **No exclusions allowed.**
10. A **maintenance agreement separate from the lease** shall be included in the bid. The maintenance agreement will include the following:
 - a. All parts, labor, toner, staples, developer, and preventive maintenance (excluding paper).
 - b. The maintenance agreement will be implemented and performed by the organization issuing the lease.
 - c. Any service call placed with the vendor that is not addressed by a service technician within twelve hours, the individual school will be given a credit based upon daily costs. The credit will be the total time in excess of twelve hours until the time a service technician responds to the call. Any credit will be applied to next month's invoice.
 - d. Immediate replacement with "comparable" equipment of any machine down for repairs or waiting on order of parts for more than 48 hours. Failure to do so warrants a credit on the next month's invoice.
 - e. Vendor agrees to replace any machine that does not operate to Coleman Community Schools expectations with comparable product for remainder of lease.
 - f. Guaranteed availability of service, parts and supplies for life of lease.
 - g. *The agreement shall not contain any maintenance escalation clause.*
11. The Proposal must include Management software (Papercut MF preferred) and Multicard Badge readers (including MIFARE DESFire 13.56 MHz badge reading) for all devices for secure printing (internal preferred, external badge readers may be acceptable) to minimize costs and determination of reallocation to departmental budgets and to implement "follow me printing."
12. It is understood that the School District is a governmental unit, and as such, is exempt from the payment of all State and Federal Taxes applying to the products specified in this document. Therefore, the prices quoted by the Bidder should not include any allocation for taxes.
13. **Quotations on equipment materials or supplies must be F.O.B. point of delivery specified, including packing and crating charges.**
14. Please indicate the ongoing Copier/Printer Maintenance portion of the Proposal on a Copy Rate (click) by year:

Cost per Copy	Base/copy	Excess/copy
Year One		
Year Two		
Year Three		
Year Four		
Year Five		

Annual Extension After Year Five		
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VI. Other Financial Considerations:

- A. Do you charge for scanning?
- B. If Yes, Cost per Scan \$
- C. Cost of Fax Received \$
- D. Cost of Fax Sent \$
- E. Overage Cost Per Copy/Print – Purchase \$
- F. Overage Cost Per Copy/Print – Lease \$

NETWORK INSTALLATION SERVICES

*The School District expects that all Proposals include any necessary network installation services to install the management software and place all equipment onto the School District's network. NOTE: Any additional costs related to network programming assistance to install the required management software are to be specifically identified. If not noted, it will be assumed that the costs are built into the cost of **purchase or lease or maintenance - cost per copy/click/image.***

- G. Please indicate who will provide network installation and support services for the initial install of this equipment and related software.
- H. Please indicate the number of hours of network support included after install.
- I. Please indicate any additional costs for firmware and software updates.
- J. Please indicate any additional costs for maintenance of network, printing, scanning and fax functions.
- K. What are your billing terms and acceptable forms of payment?
- L. What is your method of meter collection for billing purposes? Frequency?
- M. Please describe any "special features" or "extras" which you have included in your Proposal that are outside of the RFB specifications. (Examples: Adding a saddle stitching component to a copier, additional equipment, etc.)

VII. Transition and Implementation

- A. Describe the members of your implementation team and give a brief description of their qualifications.
- B. Describe your implementation process.

VIII. References

- A. Please provide four local references where you have implemented similar equipment and services. (Preferably all K-12 public school institutions located within the counties of Clare, Gladwin, Midland, Isabella, Gratiot, Montcalm, Mecosta, or Roscommon).

IX. Required Attachments

- A. Please provide the following:
 - 1. Required Contract Language – **(Appendix H) Any deviation from the terms in the required contractual language, as well as any terms of this RFB, must be explained as a part of each vendors bid. Deviations after a bid is submitted will be solved to the benefit of the district or result in the disqualification of a vendor as these contractual terms are considered by the district as material to the overall cost of this project.**
 - 2. Equipment Specifications **(Appendix I)** (Please respond using the equipment specifications chart provided in **Appendix A**). You must include electrical requirements as part of the specifications.
 - 3. Terms and Conditions
 - 4. W-9 Form
 - 5. Service Guarantee (Be sure to respond to the down machine guarantee.)
 - 6. Familial Relationship Disclosure Form **(Appendix B)**
 - 7. Certificate of Liability Insurance **(Appendix C)**
 - 8. Organization Charts **(Appendix D)**
 - 9. Service Training Overview **(Appendix E)**
 - 10. Purchase and/or lease Proposal **(Appendices F & G)**
 - 11. Affidavit of Compliance **(Appendix J)**

Appendix A: Equipment Requested & Location

As noted above, the School District's current document imaging equipment listed in Appendix A-1 of this RFB is provided solely to demonstrate the School District's current operations and is not intended to mandate a specific manufacturer or curtail competition. It is intended that if a specific manufacturer is listed, it should be followed by the phrase "or substantially similar or greater equivalent." The School District expects each vendor to use its expertise to develop an overall document imaging network to effectively and efficiently meet the needs of the School District. All machines must be new and configured with at least: one 500 sheet tray, bypass tray, network printing, document management software (Papercut MF preferred), and automatic duplex. All machines must function in a Windows environment and include Postscript. Some of the machines (noted below) will also have document feeders, scan to email, Multicard Badge readers (including MIFARE DESFire 13.56 MHz badge reading) (internal preferred, external badge readers may be acceptable) with "follow me printing", fax send and receive capabilities, finishing capabilities, and color printing. Any machine labeled "MFP" below will have at least print, copy and color scan to email functions. All machines must include a bypass tray, in addition to the paper sources specified below. Any machine specified with a Stapler must have at least automatic stapling capacity and any machine specified with Finish/Fold must have automatic stapling, hole punch and folding/booklet creation capability. Your proposal should include automated document management (Papercut MF preferred).

Coleman Jr./Sr. High School

Qty	PPM	Color	Description	Stapler	Finish/ Fold	Fax	Card Reader	Paper Sources	Locations
1	80+	Mono	MFP (light production)	X	X	X	X	4+	Media Center
1	50+	Color	MFP	X	X	X	X	4+	Staff Workrm
1	35+	Mono	MFP	X		X	X	2+	Office
1	35+	Mono	Printer (Desktop)					1+	Media Center
1	35+	Mono	Printer (Desktop)					1+	AD Office
1	35+	Mono	Printer (Desktop)					1+	Room 13 Lab

Coleman Elementary School

Qty	PPM	Color	Description	Stapler	Finish/ Fold	Fax	Card Reader	Paper Sources	Locations
1	80+	Mono	MFP (light production)	X	X	X	X	4+	Office Workrm
1	50+	Color	MFP	X	X	X	X	4+	West Workrm
1	35+	Color	MFP			X	X	2+	Office
1	35+	Mono	Printer (Desktop)					1+	Media Center
1	35+	Mono	Printer (Desktop)					1+	Principal's Office
1	35+	Mono	Printer (Desktop)					1+	Media Center Lab
1	35+	Mono	Printer (Desktop)					1+	Room 4 Lab

Coleman Administration Office

Qty	PPM	Color	Description	Stapler	Finish/ Fold	Fax	Card Reader	Paper Sources	Locations
1	50+	Color	MFP	X	X	X		4+	Office
1	35+	Mono	Printer (Desktop)					1+	Payroll Office
1	35+	Mono	Printer (Desktop)					1+	Front Office
1	35+	Mono	Printer (Desktop)					1+	Back Office

Coleman Agri-Science Building

Qty	PPM	Color	Description	Stapler	Finish/ Fold	Fax	Card Reader	Paper Sources	Locations
1	35+	Color	MFP (Desktop)			X		1+	Classroom

Coleman Transportation Department

Qty	PPM	Color	Description	Stapler	Finish/ Fold	Fax	Card Reader	Paper Sources	Locations
1	35+	Color	MFP (Desktop)			X		1+	Office

Appendix B: Familial Relationship Disclosure Form

All Bidders must complete the following familial disclosure and attach this information to the bid.

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder and any member of the Coleman Community Schools Board of Education, Superintendent, or Principal. Coleman Community Schools will not accept a Proposal that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position and familial relationship or NONE.)

Signature(s): _____ Title _____

Name of firm:

STATE OF MICHIGAN)) SS
COUNTY OF)

On this _____, 20____, before me a Notary Public in and for said county, personally appeared _____, agent of the said firm _____ and who acknowledged the same to be his free act and deed as such agent.

Notary Public

Appendix C: Certificate of Liability Insurance (\$1,000,000 minimum naming the district as an additional insured party.)

Appendix D: Organization Charts

Appendix E: Service Training Overview

Appendix F: Purchase Proposal

Appendix G: Lease Proposal

Appendix H: Required Contract Language

The School District expects each vendor to include its appropriate purchase or leasing documents in its Proposal for consideration by the School District. The following terms and conditions shall be included or incorporated into any purchase or leasing document between the School District and the selected vendor. Notwithstanding the foregoing, in the School District's sole discretion, the required contract language may be subject to negotiation if, for example, the School District believes the Contractor's bid includes more favorable language. For purposes of these provisions, "Contractor" means the successful vendor; and "Agreement" means the contractual document entered into between the School District and the successful vendor.

1. **Insurance.** Contractor agrees that it shall maintain commercial general liability and automobile liability coverage with minimum combined single limit, bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000.00) per occurrence/aggregate. Contractor further agrees that it shall maintain workers' compensation coverage with statutory limits and will also maintain employers' liability coverage with a limit of at least Three Hundred Thousand Dollars (\$300,000.00) for each accident. School District is to be included as an additional insured on both the commercial general liability and automobile liability policies. The general liability and automobile liability policies are to be issued on an occurrence-made basis and shall remain in full force and effect until the Agreement has been fully and finally completed. Contractor agrees to provide School District with current, valid insurance certificates evidencing required coverages under the Agreement with required policies or certificates of insurance properly endorsed to give School District at least thirty (30) days' notice of cancellation or material reduction of insurance coverage. Insurance provided by Contractor must be placed with insurers that meet a minimum Best financial rating of A:10.
2. **General Indemnification.** Contractor agrees to indemnify and hold harmless and defend the School District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees and agents; (ii) any breach of the terms of the Agreement by Contractor; or (iii) any breach of any representation or warranty by Contractor under the Agreement.
3. **Intellectual Property Indemnification.** Contractor agrees to indemnify, hold harmless and defend School District from and against any and all damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against School District arising from claims of violation of U.S. copyright, patent or trade secret by any third party resulting from Contractor's or School District's use of any equipment, software, technology, documentation and/or data development in connection with the Agreement; provided that the School District is not the sole cause of the claim, and further provided that Contractor has control over its defense or settlement, and School District provides reasonable assistance at the expense of Contractor in the defense of the same. School District retains the right to offset against

any amounts owed Contractor under the Agreement, any such monies expended by School District in defending itself against such claims. Following written notification of an infringement claim, Contractor may, at its expense, and in its sole and absolute discretion (but without obligation to do so) either (i) procure for School District the right to continue to use the alleged infringing product; or (ii) replace, modify or provide substitute products to School District which are, in School District's sole opinion, of equal or greater quality to make it non-infringing; or (iii) refund to School District all monies paid to Contractor with respect to the infringing products, as well as all reasonable losses related to the infringing product(s) and all reasonable expenses related to the installation and conversion to the new product(s).

4. **Acceptance Testing.** Within thirty (30) days of receipt of written notice from Contractor that installation and testing of the equipment and software is completed in accordance with the procedures outlined in the RFB, and upon receipt by School District of the Contractor's installation and performance report, which must include, but not be limited to, "As-Built" drawings and documentation verifying successful testing of the System(s), School District shall either accept or reasonably reject such equipment and software by written notice to Contractor. Any rejection shall expressly state the deficiencies giving rise to the rejection. Upon rejection of the equipment and/or software by School District, the School District shall provide Contractor with reasonable access to the respective site(s) to correct deficiencies identified, which correction shall be completed within ten (10) days of the date of access to the site(s). Upon correction, Contractor again shall provide written notice to School District that installation and testing is complete, and the acceptance/rejection process set forth above shall be repeated. This procedure shall continue until the installation of the equipment and software is accepted or finally rejected by School District. Upon final rejection by School District of the equipment and software, School District may, without prejudice to any other rights or remedies of School District, and after giving Contractor ten (10) days written notice, terminate the Agreement with Contractor. Nothing in this paragraph shall be construed to limit School District's remedies under any warranty set forth herein with respect to equipment and software. The equipment and software proposed shall be defined to be finally accepted by School District after meeting all requirements of the Agreement and the Contract Documentation (the "Final Acceptance"). The School District or School District's representative shall be the sole judge of whether all conditions for Final Acceptance have been met and should confirm final acceptance via written notice within ten (10) days.
5. **Warranties.** The Contractor shall provide all applicable manufacturers warranties, including but not necessarily limited to, those identified in the RFB, Contractor's Proposal and all applicable bulletins and clarifications. All warranties are effective from **the date of Final Acceptance**. Contractor warrants that all components provided under the Agreement, whether installed initially or subsequently, shall be (1) newly manufactured equipment or assembled from newly manufactured parts; and (2) will be free from defects in workmanship or material for a period as specified in the Agreement and agreed to by the School District in writing. During the warranty period, Contractor shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the School District.

6. **Taxes.** The School District is tax-exempt. Any and all taxes relating to the equipment or related services shall be the responsibility of the successful vendor.
7. **Shipping.** All shipping and insurance costs to and from the School District site(s) shall be included in the Purchase Price. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. Contractor shall be responsible for all arrangements for the shipment and receipt of equipment to School District prepared site(s). Contractor shall provide all properly trained representatives to unpack all items of equipment and place this equipment in the proper locations. Contractor shall also be responsible for removal of all debris and packing materials from the site(s) resulting from the installation of the equipment.
8. **Governing Law.** The Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan.
9. **Nondiscrimination.** Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or marital status. Breach of this covenant may be regarded as a material breach of the agreement.
10. **Independent Contractor.** In the performance of maintenance services under this Agreement, Contractor shall be regarded at all times as performing services as an independent contractor of School District, with no expectation of continued assignment to nor engagement by School District. Consistent with that status, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of the maintenance services of this Agreement and School District shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing such services under this Agreement. While the Contractor reserves the right to designate the means and methods of accomplishing maintenance services, nothing herein shall be interpreted as reducing or eliminating the obligation to appropriately provide such services to the level required by this Agreement. The failure to provide services to such level shall be a breach of contract.
11. **Policies.** Contractor agrees that any individuals it assigns to School District to perform maintenance services shall abide by applicable School District policies, including but not limited to, those related to safety, confidentiality, controlled substances, and emergency procedures.
12. **Invoices.** Contractor shall submit invoices in accordance with any approved process included in Contractor's response to the applicable RFB. Notwithstanding the foregoing, it is acknowledged and agreed that: (a) School District shall only be obligated to pay undisputed invoices/payment requests, (b) School District may reasonably dispute any invoice/payment request in good faith, (c) Contractor shall continue to fully and properly perform required services even if School District has reasonably disputed an invoice/payment request, and (d) the parties shall meet promptly to discuss any identified dispute regarding an invoice/payment request.
13. **Background Checks.** The School District reserves the right to perform any independent criminal history background checks on Contractor's employees who may be performing

maintenance services in School District facilities, consistent with applicable laws.

14. **Damages.** Contractor shall not undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about School District facilities which causes or is likely to cause injury or damage to any person or property or to the reputation of School District. Contractor shall be responsible, and shall pay and/or reimburse School District for all costs of repair or replacement, for any damage caused by Contractor.
15. **Standard of Performance.** Contractor shall perform all obligations and services described in this Agreement at least to the industry standard level of performance required for each such obligation and/or service.
16. **Compliance with Laws.** Contractor shall comply with any and all laws, rules, regulations, ordinances, and School District policies applicable to providing the services contemplated under this Agreement.
17. **Incorporation.** The School Districts Request for Bids, with an issue date of April 9, 2018 (“RFB”), and accepted portions of Contractor’s response to such RFB (“Response”) are hereby incorporated by reference into this Agreement. In the event of any inconsistency or ambiguity between or among the Agreement, the RFB, the Response, or any other contract document, the terms most beneficial to the School District, in the School District’s sole discretion, shall govern.
18. **No Limitation of Liability, Waiver of Damages, or Indemnification.** Superior to any other provision within this Agreement or any document incorporated by reference herein, it is understood and agreed that School District shall not, and shall not be required to: (a) limit Contractor’s liability, (b) waive School District’s right to recover any damages against Contractor, and/or (c) be obligated to indemnify Contractor or any other party for any loss or damage of any kind. Any contractual provision attempting to do any or all of the foregoing shall be deemed null and void.
19. **Miscellaneous.**
 - a. Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.
 - b. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of both Contractor and School District.
 - c. Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.
 - d. This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.

- e. If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

Appendix I: Product Information

- **Detailed Specifications**
- **Brochures**
- **Competitive Comparisons**
- **Customer Expectation Documents**
- **Manufactures Recommended Monthly Volume**
- **Account Code Capacity**
- **Sample Reports Created by Software**

**Appendix J: AFFIDAVIT OF COMPLIANCE –
 IRAN ECONOMICS SANCTIONS ACT Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized office of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Coleman Community Schools’ (the “School District”) Request for Bids For Document Imaging Equipment and Management Software (the “RFB”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contactor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

CONTRACTOR:

 Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF _____)
)ss.
 COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____,
 by _____.

 Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____