

INVITATION TO BID NO. 16-600-015
Wise County, Texas

BID TITLE: *Copier Lease/Maintenance Contract*

SEALED BIDS WILL BE RECEIVED UNTIL: *10:00 a.m. central time, Thursday, September 3, 2015*

RETURN BIDS TO:

*Wise County Asset Control Office
400 W Walnut, Decatur, or
P.O. Box 952, Decatur, TX 76234*

All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.

SCOPE

Wise County is now accepting formal sealed bids for a contract copier lease/ maintenance. This bid will be effective from October 1, 2015 through September 30, 2016.

The bid will include 4 additional 1-year extensions to be exercised at the discretion of Commissioners' Court each budget year.

This bid may be canceled with 30 days written notification by either party to the other.

SPECIFICATIONS

It is the intent of these specifications to describe copiers suitable for use in County Offices to be leased from and maintained by the vendor.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish. If bidder takes no exception to specifications or reference data, he will be required to furnish items as specified in the bid.

NovaCopy provides Konica Minolta equipment and has stated the exact proposed equipment for each category on the pricing form. Brochures and information sheets for all of the proposed machines have been included in the Equipment Brochures section of the response.

All leases may be up to 5 years but must include the ability to opt out of the lease at the end of each year **for any reason** along with the ability to cancel with 30 day notice due to breach of contract. Individual copiers will have their own contract. This contract must be approved by the Wise County Commissioners Court Attorney or a contract developed by said attorney must be utilized. **Sample contract must be provided with the bid for review.**

NovaCopy has offered lease prices that reflect a 5 year contract. Clauses that include the ability to opt out of the lease at the end of each year for any reason, along with the ability to cancel with 30 days' notice due to breach of contract are allowable. NovaCopy has also included a sample contract for review

in the Additional Documents section of the response. As an internally written and funded lease, any of the terms and conditions can be removed, changed, or otherwise negotiated to fit Wise County's requirements.

Types and grades of parts for the affected machines must meet or exceed the specifications of the copier maker. Parts made by copier maker must be used where readily available, while parts made by other manufacturers of at least equal quality may be used only when parts made by the copier maker are not readily available.

NovaCopy accepts and will adhere to the above conditions.

All vendors must be willing to work with Wise County's IT department in regards to removal or erasure of hard drive upon removal of leased copier. IT must be satisfied that all information is inaccessible prior to the machined being removed from any County office.

NovaCopy will work with Wise County's IT department in regards to removal or erasure of hard drive when the machines are removed. NovaCopy offers several different methods of hard drive erasure or removal for Wise County's convenience. A comprehensive security white paper titled Security White Papers, is included in the Additional Documents section of the response.

Wise County reserves the right to rent/lease copiers via a state or cooperative contract on occasion for a department.

NovaCopy accepts the above condition.

Current copiers in each department will only be replaced when the current full lease is up or a new copier is required. Wise County will not change out all copiers at one time. Current leases run for 5 years with and opt out at the end of each year. The department may continue with the lease for the full 5 years and does not have to opt out of current copier until the full 5 years is complete.

NovaCopy accepts and will adhere to the above conditions.

Machines must be adaptable to the needs of separate departments using them.

Any specific model stated by vendor in the bid is for informational purposes only. Wise County acknowledges that models may change over the course of the bid and as long as the category and size is met at the same pricing that the intent of the bid has been met.

NovaCopy accepts and will adhere to the above specifications.

Following are some of the basic bid specifications for all machines:

1. All machines must be new. Do not bid Rebuilt, Refurbished, or Remanufactured.
2. Automatic Document Feeder
3. Automatic Duplexing Systems
4. Networking Capabilities
5. No less than two paper trays

6. Stand must be included if not console or built-in

Categories or sizes:

1. Black and White 25-35 copies per minute with 5,000 copies per month included.
2. Black and White 35-45 copies per minute with 7,000 copies per month included.
3. Black and White 45-55 copies per minute with 10,000 copies per month included.
4. Color 20-30 copies per minute color or black and white with 10,000 black and white copies per month and 1000 color copies per month included.
5. Color 30-40 copies per minute color or black and white with 20,000 black and white copies per month and 1000 color copies per month included.
6. Color 30-40 copies per minute color or black and white with 120,000 black and white copies per month and 12000 color copies per month included.

NovaCopy submitted requests for clarification about the above models, specifically the machine listed for Category 6. NovaCopy has provided pricing that includes up to the number of listed copies per month included for Categories 1-5. Category 6 machine price includes only the specified equipment configuration and page speed, plus up to 20,000 black and white and 12,000 color. If, for price comparison reasons, Wise County needs to include the full 120,000 black and white copies per month, please multiply the offered cost per copy overage times the actual number (100,000, or other) and add to the monthly price quoted for Category 6.

Options:

1. Finisher, Stapler, Paper Punch
2. Print-Scan
3. Fax
4. Large Paper Deck 2,500-3,000 sheets

To allow for customization of each machine, NovaCopy has provided options pricing for each machine separately in the Pricing section of the response.

Maintenance Agreement:

1. All parts and supplies including toner and labor.
2. Number of copies per month included.
3. Overage per copy.

NovaCopy has provided a Maintenance Agreement as requested above, with all parts and supplies including toner and labor included in the price per copy/print charge for each model. Due to NovaCopy's experience with the wide variations in government usage, NovaCopy highly recommends that Wise County consider paying only for the exact number of copies and prints made per machine.

If Wise County prefers, several models with a given number of base copies can be set up to ensure that Wise County is never paying for copies and prints not being made one month, and being charged for overage the next.

The contract should include, as part of its base amount, emergency service calls during normal vendor business hours, preventative maintenance (PM) service calls during normal vendor business hours, labor, parts

replacement, and travel expense.

Emergency service calls during normal business hours, PM calls, labor, parts replacement and travel expenses are included in NovaCopy's proposed pricing.

Parts replacement should occur for electrical components and machine parts when required, except for batteries and supplies.

Periodic cleanings, lubrications, and inspections must also be included as a part of the base contract amount.

All service will comply with the above standards at the service prices offered in this response.

The billing will be monthly.

NovaCopy offers completely customizable billing and will bill Wise County on a monthly basis, or any other frequency requested.

ESTIMATED QUANTITIES

Wise County will in no way be bound to purchase any predetermined amounts under this contract. All purchases will be based on the county's actual needs.

Although NovaCopy understands this clause to apply to equipment purchases, it is requested that Wise County consider having a same contractual clause for any "base" service payment that requires a locked in amount of monthly copies and prints that may or may not be made during a given month.

Any department whose copier contract expires will have the option of renewing annually with same terms and conditions with the current copier supplier until the full lease expires or choosing a copier based on this bid award.

NovaCopy accepts the above conditions.

GENERAL CONTRACT TERMS AND CONDITIONS

The contract price for this service must include all ancillary costs associated with the service.

NovaCopy has included all ancillary costs associated with the service in the contract pricing. There are no charges for delivery, set up, connectivity, removal of NovaCopy placed equipment at the end of the contract, toner, parts, labor, or training.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

NovaCopy accepts the above condition.

All invoices will be paid on a net 30 basis. No late fees or interest charges are to be assessed against the county.

NovaCopy accepts Net 30 terms. Payment within those terms will result in no late fees being charged.

Invoices must show the address and department where the service was required and the bid number.

Each department/precinct must be invoiced separately.

Invoices must be sent to:

Wise County Auditor's Office
P.O. Box 899
Decatur, TX 76234
940-627-5744

NovaCopy will include the address and department where the service was required and the bid number on each invoice. Each department/precinct will be invoiced separately. Invoices will be sent to the above address.

Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1st of each calendar year to September 30th of the next calendar year.

NovaCopy accepts and will comply with the above condition.

The bidder must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

NovaCopy has provided pricing as requested on the bid form. Prices quoted will remain firm for the period of the contract and include the cost of installation, shipping, and delivery of item to the designated point. Upon receipt of Wise County's exemption certificate, no Federal or State of Texas sales, excise or use taxes will be billed.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

NovaCopy takes no exception to this condition.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified.

Faxed or emailed bids will not be accepted.

NovaCopy has submitted paper copies of its bid response on the required forms with original signatures and understands and accepts that failure to do so will result in Vendor disqualification.

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms.

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the

contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

NovaCopy accepts and agrees to comply with the above conditions.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE BID PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

NovaCopy understands and accepts the requirement to fill out a Conflict of Interest Questionnaire and, if applicable, has filed it with the Wise County Clerk's Office.

Wise County Clerk
P.O. Box 359 200 N Trinity
Decatur, TX 76234
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

NovaCopy accepts the above conditions regarding bid analysis and consideration. NovaCopy has taken no exceptions to any condition or term. Any conflict between Wise County Terms or Conditions will supersede any conflicting Terms or Conditions within the offered NovaCopy transactional documents.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Price form
3. Affidavit
4. Sample contract

NovaCopy accepts that the award will be made to the responsible bidder submitting the lowest and/or best bid price for the item as specified and meeting all the requirements of the invitation to bid. NovaCopy has provided all information required by the bid form. NovaCopy has also furnished all of the above requested documentation in the response binder. Any omission is unintended and will be rectified immediately upon notification and opportunity to do so.

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

NovaCopy accepts the above condition.

Wise County reserves the right to waive any minor technicalities.

NovaCopy accepts that Wise County reserves the right to waive any minor technicalities.

ADDITIONAL NOTICE TO BIDDERS

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY BID SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY.

APPLICABLE DATES AND TIMES

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, September 3, 2015.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt. The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the above mentioned time will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, September 3, 2015.

Bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an addendum of the invitation for bids, drawings, specifications, etc., and will be furnished to all

prospective bidders. Receipt of all addenda must be acknowledged by the bidder by signing and returning the addenda with the bid. All addenda will be bound with and made a part of the contract documents. Oral explanations or instructions given before the award of the contract will not be binding. Written requests shall be emailed to: Diana Alexander at Diana.alexander@co.wise.tx.us.

NovaCopy accepts the above conditions concerning bid dates and times.

TITLE

The bid must be submitted in a sealed envelope with the following written on the outside lower left-hand corner of the envelope

"COPIER LEASE/MAINTENANCE, BID NO. 16-600-015"

The bid envelope must also have the bidder's complete return address in the upper left-hand corner of the outside of the envelope.

NovaCopy has submitted the bid in a sealed envelope as specified above.

WISE COUNTY, TEXAS
ADDENDUM
COPIERS
BID NO. 16-600-015

The following information adds to, deletes, or changes information included in the original bid packet. **This acknowledgement must accompany bid and be originally signed.**

There will be 6 copiers that will fully expire their lease during FY16. The expiration dates on these leases range from January to August.

As Wise County does not want to be model specific due to the potential changes of models during the life of the bid, if you must bid specific models due to pricing of options, please include an attachment listing the specific model options. This may be in any format you wish. However, please state on the original bid form under the options that there is an attachment for this pricing.

Please answer for all types of copiers listed on the bid as Wise County does utilize copiers in this capacity currently. If you wish to include other optional copiers/volumes, please make a note on the bid form and include an attachment.

A list of current copiers and volume is not provided as part of this bid. The current utilization of all copiers falls within one of the parameters listed on the bid.

No site visits will be allowed during this bid time frame as the copiers are not site specific and should be able to be utilized in any regular office environment.

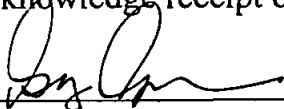
When doing copiers as a bid such as this, the county will not be utilizing or processing via any state or cooperative contract. The pricing and terms of the bid and the bid number will be the contract and process utilized. As stated in the bid, each copier will have its own contract within the terms of the bid. Copiers will not be processed as purchase orders via state or cooperative contracts.

All copiers only need to utilize letter or legal size paper.

Per local government code, bid will be awarded to low bidder meeting all the specifications. This will be the only deciding factor for award unless Wise County has reason to exclude due to previous vendor history of problems.

Each individual department handles requests for toner and service as needed.

I acknowledge receipt of the above information.



signature

Branch Manager

title

August 25, 2015

date

PRICE FORM

Maintenance as specified to be included in base price of machine.

Black and White 25-35 copies per minute with 5,000 copies per month included.

\$ 62.00 overage per copy \$ 0.003

Black and White 35-45 copies per minute with 7,000 copies per month included.

\$ 76.00 overage per copy \$ 0.003

Black and White 45-55 copies per minute with 10,000 copies per month included.

\$ 82.00 overage per copy \$ 0.003

Color 20-30 copies per minute color or black and white with 10,000 black and white copies per month and 1000 color copies per month included.

\$ 118.00 overage per copy \$ 0.003/\$0.03

Color 30-40 copies per minute color or black and white with 20,000 black and white copies per month and 1000 color copies per month included.

\$ 183.00 overage per copy \$ 0.003/\$0.03

Color 30-40 copies per minute color or black and white with 120,000 black and white copies per month and 12000 color copies per month included.

\$ 580.00 overage per copy \$ 0.003/\$.03

Options:

Finisher, Stapler, Paper Punch \$ 23.00 per month per machine

Print-Scan \$ 5.00 per month per machine

Fax \$ 16.00 per month per machine

Large Paper Deck 2,500-3,000 sheets \$ \$11.00 per month per machine

**WISE COUNTY, TEXAS
LEASE/MAINTENANCE
BID NO. 16-600-015**

Bidder's Name: NovaCopy, Inc.

Address: 4251 W. John Carpenter Fwy. Irving, TX 75063

Mailing Address: 4251 W. John Carpenter Fwy. Irving, TX 75063

City/State/Zip: Irving, TX 75063

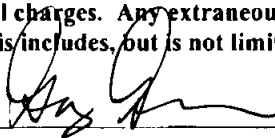
Phone Number: () 214-276-0730 Fax Number: () 888-264-2985

Email: dustin.long@novacopy.com

Person to Contact: Dustin Long, Account Executive

PRICE FORM MUST BE ATTACHED.

Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.

Signature: 

Typed Name and Title: Gary Greer, Branch Manager

Date: September 1, 2015

Bid: Copier Lease/Maintenance, 16-600-015

STATE OF TEXAS (

COUNTY OF WISE (

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Gary Greer known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by NovaCopy hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Name and Address of Bidder:

Bidder: NovaCopy, Inc.
Signed by: [Signature]
Address: 4251 W. John Carpenter Fwy. Irving, TX 75063
Telephone: 214-276-0730 **Date:** Sept. 1, 2015



Gary Greer
Affiant

Name: Shannie Kay Wolcott

Title: Administrator

SWORN TO AND SUBSCRIBED BEFORE ME THIS 1st day of September, 2015.

Shannie Kay Wolcott
Notary Public in and for the State of Texas