

**BID PACKAGE
COPIER EQUIPMENT AND MAINTENANCE
ANSONIA PUBLIC SCHOOLS
42 GROVE STREET
ANSONIA, CT 06401**

February 3, 2025

**Invitation for Bid
General Specifications
Bid Form
Standard Instructions
Non-collusion affidavit
Agreement**

**INVITATION FOR BID
COPIER EQUIPMENT AND MAINTENANCE
ANSONIA, CT 06401
February 7, 2025**

One (1) original and two (2) copies of sealed bids for the above named project will be submitted to the Board of Education, 42 Grove Street, Ansonia, CT 06401 on or before February 21, 2025 at 1:00pm. They will be opened and reviewed on February 24, 2025 at 9:00am.

The Board of Education reserves the right to accept any bid or part of bids, to reject any, all, or part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

Addenda may be issued from time-to-time.

Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

1. KEY EVENT DATES:

Invitation for Bid Issued	February 3, 2025
Bid Opened	February 7, 2025
Bid Awarded	TBD
Commencement of work	Within ten (10) calendar days of Notice to Proceed

2. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Board of Education, 42 Grove Street, Ansonia, CT 06401, or from the Board of Education's website at: Request for Proposal-RFP Ansonia Public Schools Copier

3. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Board of Education – COPIER EQUIPMENT AND MAINTENANCE. When forwarded by mail or courier, the sealed envelope must be addressed to "Ansonia Public Schools Business Office, Board of Education, 42 Grove Street, Ansonia, CT 06401. Bids must be at the office of the Board of Education by 1:00pm February 21, 2025. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid is considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation for Bid have been accepted.
- G. The Board of Education reserves the right to waive any minor informality in a bid when such a waiver is deemed to be in its best interest to do so.

4. QUESTIONS

Any technical questions and requests for site visit or walk through of facilities should be directed to: Vincent Pastore, Director of IT at vpastore@ansoniam.org

Any procedural questions should be directed to: Erich Marriott, Business Manager/HR Director at emarriott@ansoniam.org.

5. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and be thoroughly familiar with all bidding and contract documents, including all addenda's, for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

6. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Board of Education. The Board of Education will issue any substantive changes or interpretations in writing as an addendum.

7. TAX EXEMPTIONS

The Board of Education is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

8. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Purchasing Agent in the Business Office PRIOR to commencement of work, with the following requirements:

- a. Commercial General Liability:

Each Occurrence:	\$1,000,000
Personal/Advertising Injury per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Damage to Rented Premises	\$ 100,000

- b. Automobile Liability:

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability	\$1,000,000

- c. Worker's Compensation, as required by Connecticut State statutes.

- d. The "Board of Education" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.

- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with an AM Best rating of A or higher.

- f. It is desired by the Board of Education that all insurance not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Board of Education, Business Office, 42 Grove Street, Ansonia, CT 06401.

- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

9. AWARDING THE BID

The Board of Education reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

Consideration to award the contract for the Services is given to a) Contractors with experience in providing these services, b) Contractors who have a fleet of vehicles to support such services, c) Contractors who are able to provide substitute equipment in the event of copier breakdown, and d) Contractors who are able to demonstrate a track record in the delivery of services with the submittal of valid references.

The lowest priced bid is NOT the sole determining factor when awarding this bid, as the Board of Education reserves the right to negotiate with the bidder that is preliminarily selected. That bidder is the person or firm who is qualified and competent to do the work, whose past performance of work is satisfactory to the Board of Education and whose bid documents comply with the procedural requirements stated herein.

10. REJECTION AND/OR CANCELLATION OF BIDS

The Board of Education reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest.

11. BID BOND

A Bid Bond is not required with this bid.

12. PERFORMANCE BOND

A Performance Bond is not required with this bid.

13. AGREEMENT DOCUMENTS

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if issued

BID FORM
COPIER EQUIPMENT AND MAINTENANCE
ANSONIA, CT 06401
February 7, 2025

BID of _____ (hereinafter called "BIDDER", a corporation or limited liability company organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____) * shall provide COPIER EQUIPMENT AND MAINTENANCE for the specified period in accordance with the rates listed and addenda's, if any, below:

Copier Equipment and Maintenance: _____

_____ (\$ _____)

*Insert the Corporation, Partnership, or Individual name as applicable. Cross out non-applicable types.

The undersigned submits this Bid without collusion with any other person, firm or individual.

Signature: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

E-Mail: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

- 1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
- 2. The attached BID is genuine; it is not a collusive or sham BID;
- 3. He is fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
- 4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Education or any other person interested in the proposed CONTRACT.
- 5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
- 6. That no elected or appointed official or other officer or employee of the Board of Education, whose salary or compensation is payable in whole or in part by the Board of Education is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name and Company Position)

Subscribed and sworn to before me this
_____ day of _____ 20__

Notary Public

My Commission Expires

SCOPE OF WORK

The Ansonia Board of Education is soliciting bids to provide Copier Equipment and Maintenance for Ansonia Public Schools. We currently have the following copiers:

Make	Model	Accessories
Xerox	C9070	Fax, BR Finisher Stapler
Xerox	C8145	BR finisher with Booklet maker, Envelope Tray, HCF, Fax
Xerox	C8155	BR finisher with Booklet maker, Envelope Tray, HCF
Xerox	C8030	LX finisher 3 hole punch, Fax
Xerox	C405	
Xerox	C8135	LX finisher 3-hole punch
Xerox	C8145	LX finisher 3-hole punch, Fax
Xerox	C9065	Fax, BR Finisher, DMPCTRL, Envelope Tray
Xerox	C9070	HFC, BR Finisher Booklet, DMPCTRL, PS Kit
Xerox	B9125	HFC, BR Finisher Booklet, DMPCTRL, PS Kit
Xerox	C405	extra paper tray and cabinet, PS Kit
Xerox	C505	PS Kit
Xerox	C405	extra paper tray and cabinet, PS Kit
Xerox	C7020	Desktop Model, PS Kit
Xerox	C505	extra paper tray and cabinet, PS Kit
Xerox	C505	extra paper tray and cabinet, PS Kit
Xerox	C505	extra paper tray and cabinet, PS Kit
Xerox	C505	extra paper tray and cabinet, PS Kit
Xerox	C505	extra paper tray and cabinet, PS Kit, Fax
Xerox	C405	PS Kit
Xerox	C505	extra paper tray and cabinet, PS Kit, Fax
Xerox	C504	Extra paper tray and cabinet, PS Kit
Xerox	C505	Extra paper tray and cabinet, PS Kit
Xerox	C405	
Xerox	C8145	LX finisher 3-hole punch, Fax, envelope tray
Xerox	C9070	DHCF, BR finisher Booklet, DMPCTRL, PS Kit
Xerox	C9070	DHCF, BR finisher Booklet, DMPCTRL, PS Kit
Xerox	C405	PS Kit
Xerox	C505	Paper Tray, Cabinet, PS Kit
Xerox	C505	extra paper tray and cabinet, PS Kit, Fax
Xerox	C505	
Xerox	C8070	BR finisher with booklet maker, envelope tray
Xerox	B9125	HCF, PR finisher booklet, DMPCTRL, PS Kit
Xerox	C9070	HCF, PR finisher booklet, DMPCTRL, PS Kit
Xerox	C605	
Xerox	C405	
Xerox	C8030	
Xerox	C8155	BR finisher with booklet maker, Fax, HCF, envelope tray
Xerox	B9125	HCF, PR finisher booklet, DMPCTRL, PS Kit
Xerox	C9070	DHCF, BR finisher Booklet, DMPCTRL, PS Kit
Xerox	C405	PS Kit
Xerox	C8030	LX finisher 3-hole punch, Fax
Xerox	C505	

- There will be a 30- day trial period during which performance in accordance with the requirements stated in this solicitation will be evaluated. If the Board of Education finds copiers/service to be unsatisfactory to the requirements stated in the RFP, the contract may be terminated. Upon successful performance, the contract shall continue with the set terms.
- The Contractor must supply all necessary supplies, tools, equipment, personnel, instrumentalities, transportation, and insurance required to deliver, install, and repair copiers.
- If the new copier does not perform to manufacturers specifications, the Service Provider must replace the equipment with a new copier of the same model.
- Full service maintenance contract to include all toner (waste toner), developer, fuser, oil, drums, repair parts, labor and preventative maintenance service.
- The Contractor shall have certified service technicians located in the State of Connecticut available during regular business hours to service the Equipment and are employed by the Contractor.
- Additional technical requirements:
 - ID Badge or Secure Print Releasing
 - Usage tracking and reporting
 - Centralized print queue for printing to any printer within the district

This _____ Agreement (the “Agreement”) is entered into the ____ day of ____, ____ (“Effective Date”) by and between the ANSONIA Board of Education, a political subdivision of the State of Connecticut (the “Board of Education”) and _____ corporation located at _____, _____, _____ (the “Contractor”).

WHEREAS, the Board of Education has issued an Invitation for Bid (the “RFP”) for copier equipment and maintenance for the Board of Education to be performed at various locations in Ansonia, Connecticut (the “Premises”); and

WHEREAS, the services to be performed by the Contractor are set forth in the RFP (the “Work”); and

WHEREAS, Contractor submitted its Bid to the Board of Education on _____ for the Work in accordance with the requirements and specifications of the RFP; and

WHEREAS, the Board of Education has selected Contractor and the Board of Education and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 9 below. The Contract Documents represent the entire and integrated agreement between the Board of Education and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Board of Education, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the RFP.
5. Term. The term of this Agreement shall commence in 2025 or other specified period. Work to be performed at the prices stated in the Bid Form. The Contractor shall not start the Work prior to having received a notification to proceed from the Board of Education.
6. Payment. The Board of Education will pay the Contractor for work completed based upon the unit prices specified on the Bid Form.
7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 10 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Board of Education as additional insured prior to the start of the work.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Board of Education against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement;
- (ii) The RFP, including the General Specifications;
- (iii) Addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;
- (iv) The Vendor's Bid Submission.

10. Hold Harmless. The Contractor agrees to indemnify and save harmless the Board of Education, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Board of Education, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Board of Education.

12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Board of Education shall have the right, in addition to all other remedies it may have,

to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Board of Education, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Board of Education in terminating the Agreement and securing a new contractor.

13. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Board of Education's place of business. The Contractor agrees to hold harmless and indemnify the Board of Education in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Board of Education harmless against any claims brought against the Contractor or the Board of Education as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

14. Change Orders, Price Modifications, and Other Amendments. The Board of Education shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Board of Education. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Board of Education. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

15. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

16. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE ANSONIA BOARD OF EDUCATION

By _____
ERICH MARRIOTT
Business Manager/HR Director

COMPANY

By _____