

Retirement Systems of Alabama Solicitation

Solicitation RFB 020 21000000631	Document Phase Final	Document Description MAINTENANCE OF KONICA MINOLTA PRINT DEVICES
Procurement Folder 1259117	Creation Date 11/20/20	Print Date 11/20/20

Request for Bids

Amendment: 1

CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Shanon McWhorter	Shanon.McWhorter@rsa-al.gov	334-517-7131
Issuer:	Katelen Allen	katelen.allen@rsa-al.gov	334-517-7130
Buyer:	Shanon McWhorter	Shanon.McWhorter@rsa-al.gov	334-517-7131

Bids will be accepted from: 11/20/20

to: 12/08/20 4:30 PM

Bids will be opened: 12/09/20 10:00 AM

TO BE COMPLETED BY VENDOR

Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.

1. Delivery: Can be made _____ days or _____ weeks after receipt of order.
2. Terms: _____ (Discounts are taken without regard to date of payment.)
3. Prices valid for acceptance within _____ days.
4. Vendor's quotation reference number, if any: _____ (this number will appear on the purchase order.)
5. E-mail address: _____ Internet Website: _____
6. General Contractor's License No: _____ Type of G.C. License: _____

Return invitation to bid:

Regular Mail

Retirement Systems of Alabama
Director of Office Services
P.O. Box 302150
Montgomery, AL 36130-2150

Courier

Retirement Systems of Alabama
Director of Office Services
201 S. Union St
Montgomery, AL 36104

Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

Sworn to and

VSS Vendor Number

Authorized Signature (Ink)

Subscribed before me this

Company Name

Type/Print Authorized Name

Day of _____

Mail Address

Title

Notary Public

City, State, Zip

Toll Free Number

Term Expiration:

Phone Including Area Code

Fax Number

COMMODITY INFORMATION

Group: 1 Default	Line: 1	Line Type: Item
Commodity Code: 93955		Quantity: 1.00000
Commodity Description: Multi-Function Office Machine Maintenance and		Unit: Each
Extended Amount:		Unit Price:
Preferred Vendor: _____		
Extended Description: _____		

KONICA MINOLTA COST PER COPY, BLACK, DESKTOP PRINTERS

Multi-Function Office Machine Maintenance and Repair

SHIPPING AND BILLING

Shipping	Billing
,	,
Delivery Date:	Delivery Type:

COMMODITY INFORMATION

Group: 1 Default	Line: 2	Line Type: Item
Commodity Code: 93955		Quantity: 1.00000
Commodity Description: Multi-Function Office Machine Maintenance and		Unit: Each
Extended Amount:		Unit Price:
Preferred Vendor: _____		
Extended Description: _____		

KONICA MINOLTA COST PER COPY, COLOR, DESKTOP PRINTERS

Multi-Function Office Machine Maintenance and Repair

SHIPPING AND BILLING

Shipping	Billing
,	,
Delivery Date:	Delivery Type:

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BID RESPONSE INSTRUCTIONS

READ ALL TERMS, CONDITIONS AND SPECIFICATIONS

Label your bid response envelope with the BID NUMBER and OPENING DATE. Bids not identified may be rejected.

Submit your bid on time. ALL LATE BIDS WILL BE REJECTED. The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.

Bid responses must be signed and notarized. Signatures must be original, hand-written.

Bid pricing must be submitted on the Price Sheet without modification and must include all requested information.

Any errors or corrections to a bid response must be initialed.

Questions or clarifications concerning this bid should be directed to Shanon McWhorter at (334) 517-7131. Bidders should only consider written information provided by RSA Office Services when completing this bid.

STATE LAWS: All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.

The Retirement Systems of Alabama is exempt from paying Federal Excise tax and state and local sales tax.

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**The Retirement Systems of Alabama
RFB 21-631
Maintenance of Konica Minolta Print Devices**

PURPOSE

The purpose of this Invitation to Bid is to establish an agreement with a qualified vendor for the maintenance of existing Konica Minolta equipment for the Retirement Systems of Alabama (RSA) in accordance with the specifications provided herein. The initial term of the agreement shall be 12 months. One additional 12-month agreement period may be entered into under the same specifications, terms and conditions if proposed in writing by the RSA and accepted by the Contractor. The awarded bidder shall be required to execute, without modification, the "Agreement for Maintenance of Konica Minolta Print Devices" (copy attached).

BID OPENING

Bids must be received no later than 4:30pm, December 8, 2020. Bids will be publicly opened December 9, 2020 at 10:00am in the 5th floor conference room of the RSA Headquarters Building located at 201 South Union Street, Montgomery, Alabama. Those attending the bid opening are required to wear a face covering.

BID EVALUTAION

The bid will be awarded on an "all or none" basis to the lowest responsible bidder meeting all specifications, terms, and conditions. RSA reserves the right to reject any or all bids and to waive any technical errors or discrepancies if, in their judgment, it would be in the best interest of RSA to waive such errors and discrepancies.

Vendors must be registered and active in the State of Alabama STAARS Vendor Self Service portal to be considered for award. Visit <http://vendors.alabama.gov/> to register.

INTENT TO AWARD

The Retirement Systems of Alabama will issue an "Intent to Award" before a final award is made. The "Intent to Award" will continue for a period of five calendar days, after which a final award will be made. Upon final award, all rights to protest are forfeited.

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AUTHORIZED VENDOR

Bidder must be a Konica Minolta factory-authorized service provider for the equipment covered under this contract. Bidder must have Konica Minolta certified factory trained technicians on staff. A letter of authorization from Konica Minolta showing bidder is a Konica Minolta authorized service provider must be provided with your bid response. Valid certification for each technician must also be provided with your bid response.

COMPLIANCE

In accordance with Act 2012-491, as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify Program.

The successful bidder will be required to submit a copy of their entire E-Verify Memorandum of Understanding (MOU) issued by the U.S. Department of Homeland Security, as well as a completed and notarized Certificate of Compliance.

Bidders are required to submit with their bid a completed Vendor Disclosure Statement.

QUANTITIES

The RSA makes no guarantee as to the number of copies to be billed as a result of this contract. While representative of typical annual usage, the estimated quantities listed will be used solely to assist in determining the low bidder. The total estimated number of black copies to be used annually is 1.27 million. The total estimated number of color copies to be used annually is 2,800.

PRICING

Bidders' cost-per-copy price will be for all models listed and must include any and all costs associated with providing the maintenance services specified in this RFB. No additional charges shall be allowed. Cost per copy pricing may extend up to four (4) decimal places.

COVERED EQUIPMENT

There are 264 4000 Series Konica Minolta monochrome desktop printers and 4 Konica Minolta bizhub C3100P color printers in service at the RSA Headquarters building in

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Montgomery, Alabama. Each unit was placed under a maintenance agreement upon installation. Meter readings for each machine can be provided upon request.

SOFTWARE SOLUTION

Our current contractor utilizes PrintFleet Software with Printer DCA. This local client software application collects meter, performance, and supply level data from our print devices. RSA print devices are not networked. The print device is connected to the PC using a USB Ethernet cable adapter, generating a virtual network from the PC. The USB adapter plugs into the PC USB port. The CAT6 cable plugs into the adapter and connects to the print device.

Bidders must state in their bid response the software solution they will utilize to collect meter readings as required. Prior to final award, bidders may be required to demonstrate their software solution will perform as required.

PARTS, MATERIALS AND SUPPLIES

All parts, materials and supplies must be classified as new, Original Equipment Manufacture and cannot contain any reprocessed parts or reprocessed components. Previously owned, refurbished, demonstration or field equipment/supplies will not be considered.

MAINTENANCE AND SUPPLIES

Maintenance cost will be based on a cost-per-copy basis with no minimum. Maintenance will be available during normal RSA business hours, 8:00am to 5:00pm, Monday through Friday, except State holidays. Maintenance includes, but is not limited to:

- A. An account representative assigned as the primary contact for RSA.
- B. All parts, drums, developer, toner, travel, labor, and all supplies excluding paper. Contractor will repair or adjust the device as required to maintain it in proper working order.
- C. Preventive maintenance procedures including lubrication, necessary adjustments, and replacement of unserviceable parts. All replacement parts must be new OEM.
- D. A maximum on-site service response time of four (4) business hours after service call is placed.

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- E. All print driver updates required by manufacturer.
- F. Successful collection of accurate meter readings and performance and supply level data for non-networked print devices via the internet. Contractor will provide the software tools necessary to gather and report meter readings.
- G. Additional toners provided by contractor to be kept onsite. A minimum of two toners per 10 printers of the same model currently in service will be provided by contractor and kept onsite.

SUBMITTALS

The following is required to be included with your bid submittal:

Letter of Authorization from Konica Minolta

Technician Certifications

State of Alabama Vendor Disclosure Statement

INVOICES

Billing will be quarterly in arrears. Quarterly invoices will show each model, location, ID number, serial number, rate per page, beginning and ending meter reading, cost per unit, and total.

RSA's fiscal year runs October through September. Quarterly billing will run Oct-Dec, Jan-Mar, Apr-June and July-Sept. The first period for cost-per-copy billing will commence January 7, 2021 and will span the remainder of the quarter. Subsequent billing will cover the entire quarter. The RSA agrees to make payment of such invoices within thirty (30) days of receipt of invoice.

Invoices will be mailed to:

ITS Purchasing
Retirement Systems of Alabama
P O Box 302150

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Montgomery, AL 36130-2150

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RSA AGREEMENT FOR MAINTENANCE OF Konica Minolta Print Devices

This agreement is made and entered into this _____ day of _____, 2021, between **(CONTRACTOR)** and the Teachers' Retirement Systems of Alabama and the Employees' Retirement System of Alabama (hereafter referred to as the "Retirement Systems of Alabama" or "RSA") for the maintenance of the Konica Minolta print devices. The awarded bidder agrees to provide maintenance in accordance with specifications, terms and conditions set forth in Request for Bid (RFB) 21-631.

AGREEMENT PERIOD

The initial term of this agreement shall be from _____ through _____. One additional Agreement period may be entered into under the same specifications, pricing, terms and conditions if agreed upon in writing by both parties. In the event RSA elects to renew the Agreement for an additional twelve-month period, the awarded bidder will be notified in writing at least sixty calendar days prior to the commencement of the additional period involved, and the awarded bidder shall accept or reject, in writing, said extension within fourteen calendar days after receipt of said notice.

GENERAL CONDITIONS

The awarded bidder agrees to provide the products specified in RFB 21-631, and any and all addenda and/or supporting documents to said Invitation to Bid, in accordance with the bid specifications, at the prices quoted by the awarded bidder in its bid response.

CONTRACT DOCUMENTS

All specifications, terms and conditions set forth in the Retirement Systems of Alabama RFB 21-631, including its schedules and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

CONTRACTOR STATUS

It is understood that the awarded bidder is an independent contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to State of Alabama Merit System benefits.

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COMPLIANCE

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

The Contractor shall provide equal opportunity to all employees and applicants for employment without regard to race, color, religion, creed, sex, sexual orientation, national origin, ancestry, age, mental or physical disability, pregnancy, alienage or citizenship status, marital status or domestic partner status, genetic information, genetic predisposition or carrier status, gender identity, military status, and any other category protected by law in all employment decisions.

APPLICABLE LAW

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal Government.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

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For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

E-VERIFY

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

TERMINATION

Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time without any default on the part of the awarded contractor, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of termination. The Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the contractor if the contractor fails to execute the services promptly and to RSA's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement. The contractor, at its sole option and discretion, shall have the right to terminate this Agreement at any time by giving written notice to RSA at least sixty calendar days prior to the effective date of termination.

FORCE MAJEURE

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, acts of terrorism, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set forth above in "**TERMINATION**", or to continue the Agreement once the impediments to performance have been removed.

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NONWAIVER

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by the Contractor.

SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such provisions had never been contained herein.

SUCCESSORS AND ASSIGNS

The awarded bidder shall not assign the Agreement or any interest herein or any monies due or to become due hereunder in violation of the Code of Alabama, Section 41-16-29. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

SUBCONTRACTING

The awarded bidder shall be solely responsible to provide all items and services specified within RFB 21-631. The awarded bidder agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama. If the awarded bidder requests approval to subcontract any services specified herein, and approval is granted by Retirement Systems of Alabama, such subcontracting shall not be construed as to release the awarded bidder from any obligation or responsibility under the specifications, terms, and conditions of the Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the awarded bidder to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. The awarded bidder shall absorb all charges by subcontractor for any and all services provided to Retirement Systems of Alabama under the terms and conditions of RFB 21-631.

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INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance or non-performance of the services under this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this text. The Contractor shall save harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Contractor. The Contractor shall defend on behalf of Retirement Systems of Alabama, its administrators, officers, employees and agents, and suits jointly against the Contractor and Retirement Systems of Alabama against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against the State of Alabama or Retirement Systems of Alabama, or any of its administrators, officers, employees or agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor under worker's compensation acts, disability benefits acts or other employee benefit acts.

PERMITS, LICENSES, FEES AND REGULATIONS

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the Services. All cost therefore shall be deemed to be included in the prices listed in the price sheet of this Agreement.

DISCLOSURE OF INFORMATION

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operation procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of

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Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the services.

BILLING

The RSA fiscal year is October 1 through September 30. All costs incurred in accordance with this Agreement shall be billed quarterly in arrears. The RSA agrees to make payment of such invoices within thirty (30) days of receipt of invoice.

Invoices will be mailed to:

ITS Purchasing
Retirement Systems of Alabama
P O Box 302150
Montgomery, AL 36130-2150

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**RSA AGREEMENT
FOR
MAINTENANCE OF
Konica Minolta Print Devices**

FOR: THE RETIREMENT SYSTEMS OF ALABAMA

BY: _____
David G. Bronner

TITLE: Chief Executive Officer

DATE: _____

REVIEWED BY: _____
Legal Counsel

FOR CONTRACTOR

BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

DATE: _____