



**REQUEST FOR PROPOSAL (RFP)  
PURCHASE (WITH LEASING OPTION) OF COPIERS AND  
COPIERS SUPPORT SERVICES THROUGHOUT BARRY  
COUNTY OFFICES**

**RFP Circulation Date:**

March 21, 2017

**Deadline for Emailed Questions:**

March 28, 2017

**Questions Answered by:**

March 31, 2017

**Proposal Submission Deadline:**

April 7, 2017

## TABLE OF CONTENTS

*This Request for Proposal includes the following Sections:*

- Section 1. Purpose**
- Section 2. Scope of Services/Requirements**
- Section 3. Proposal Requirements**
- Section 4. Selection Criteria**
- Section 5. Proposal Format**

## Section 1 – Purpose

The County of Barry is soliciting proposals for providing a quote for purchase or lease of 12 copiers with a 60 month support service contract. These copiers will be located within the County of Barry at various County facilities. The County of Barry will require a single vendor to deliver and support the replacement of 12 printer/copiers. **Interested parties must submit proposals to the County of Barry, Office of the County Clerk, no later than 2:00 p.m. on April 14, 2017.** Late proposals will not be accepted.

Four goals established for this lease include:

1. High quality, high performance copiers.
2. Reliable service with little downtime.
3. Easy network printing options.
4. Quality duplex printing.

A list of existing copy machines, along with approximate monthly usage can be found in the table below. These machines have multiple paper trays, collate and print two-sided. The County is satisfied with the current speed of these machines and wouldn't want to switch to anything slower. Please list additional features, such as stapling, additional trays and sorting as options.

Locations	Model	Average Monthly Print/Copy Volume
*Administration	C451	BW 6700 Color 1500
Adult Drug Court/OCC -	Xerox 7845	BW 5200 Color 900
Circuit Court	Xerox 5335	BW 2700
#County Clerk	Xerox 5855	BW 16500
*COA		BW 6100 Color 1000
*#District Court	Bizhub C360	BW 7500 Color 250
*#Family Court	Bizhub C360	BW 10000 Color 400
*#Friend of the Court	Bizhub C360	BW 6700 Color 100
Planning & Zoning	Xerox Workcentre w5150	BW 6000
#Prosecutor's Office	Xerox 5855	BW 12000
*Sheriff Dept.	Oce - KMVL4522C	BW 9600 Color 1000
#Treasurer	Xerox Workcentre M128	BW 3000

**Total**

**BW 92,000 Color 5,150**

\*Color #Fax

**Note:** These figures should not be construed as a guarantee of future volume. The County is open to recommendations that will best suit the volume of copies and the County's needs.

## Section 2 – Scope of Services/Requirements

The County will be replacing 12 copiers. The County currently owns all of its copiers. Vendors should provide pricing for purchase, including maintenance, service and supplies for a 60 month period. The County will also consider a lease option for the same period. The County's goal is to decrease costs while increasing overall productivity by upgrading equipment and capabilities while maintaining consolidated services with one vendor.

Each bidder's response to the RFP shall offer one machine model per volume level, and detail a full-service scenario whereby the vendor provides, places, maintains and services the equipment including toner and parts.

**Vendor Product (or Lease)** - The selected vendor product (or lease) will be required to include the following as part of this lease:

1. The vendor must be able to provide maintenance service to all areas of the County. The County requires a one-point contact location, which will be responsible for all service requirements.
2. All equipment technology must be digital and be certified as new. Each model should be the latest generation offered by the respective manufacturer.
3. All proposed equipment must be from the same manufacturer.
4. All machines must duplex, enlarge and reduce.
5. Proposed machines should be network ready.
6. Machines should accommodate paper in sizes up to 11"x17" in trays.
7. All machines should handle a variety of paper weights and types, including transparencies.
8. Toner replacement must be made using recyclable, sealed cartridges (or equivalent) rather than bulk chemicals so that there is no need to come in contact with toner.
9. All machines should use a 120 volt power source and a standard, residential type 3-prong plug. Any machine supplied with a different type of plug shall be accompanied by appropriate outlet receptacle at no charge to the County, if necessary.
10. If power filters or surge protectors are recommended or required by the manufacturer, the bidder will supply these at no cost to the County.
11. All equipment is to be Common Criteria Certified.
12. All equipment should be qualified as energy efficient.
13. The County is interested in: stapling, additional trays and scanning modules. If these features are an additional cost, please list the cost of the modules separately.

Any additional features should be itemized in the response.

**Machine Description** - All proposals must contain descriptive literature on the proposed copiers. At least one technical sheet must be provided for each copy machine model, accessory or option. Manufacturer specifications must specify certified monthly volumes for each machine. Other descriptive literature or reports, including award certificates from an independent testing agency, will be accepted in addition to required literature.

**Authorized Dealer** - The bidder must be officially authorized by the manufacturer of the proposed equipment to sell, support and service the equipment offered. Written documentation of this authorization is required.

**Lease Option** - The lease option should be for 60 months using a Fair Market Value lease. Also, describe whether the lease will be held internally, or through an external leasing source. If financing is external, please provide relevant information about the third party leasing company. For lease options, any required equipment property taxes and insurance must be included within the monthly charge. Title to any equipment subject to lease shall remain with the vendor or financing company.

**Rate Increases** - No allowance will be made for any rate increase (equipment, supplies, parts, labor) during the term of the contract.

**Machine Removal, Delivery, Set-up and Acceptance** - All pricing must be inclusive of machine delivery charges to County locations. Normal installation is to include initial operating supplies (except paper and staples). A pre-delivery walk-through of each site and equipment location will be coordinated with the County to ensure access and power requirements are acceptable. Delivery and installation of all copiers is to be made within 21 calendar days after receipt of an executed contract unless a longer period is authorized in writing. An operator's manual is to be delivered with each machine. Vendor shall also agree to remove and properly dispose of replaced County copiers no longer in use.

**Copies** - Billing for copies shall be on a monthly basis. Copies made during service are not included in the usage charges. The vendor is responsible for all copies made during service.

**Copy Machine Supplies** – Under any agreement, the vendor shall provide each site with a monthly allocation of required machine operating supplies (not including paper or staples) to be calculated based upon the estimated number of copies produced.

**Return of Equipment** – The end-of-contract return of any equipment shall be provided by the vendor and coordinated with the County, and shall be at no cost to the County. Subject equipment shall be removed no later than 30 days after receiving notification.

**Trade-in Value** – Vendor should also include in the proposal any credits the county is eligible for the trade-in value of its existing copiers, listed in Section 1.

### **Section 3 – Proposal Requirements**

This section instructs respondents on procedures related to the submission of proposals.

All proposals shall be submitted in the format outlined herein. In preparing submissions, respondents shall describe in detail the services proposed to be provided and how the project shall be accomplished.

The County of Barry will accept competitive proposals from vendors having specific experience and qualifications in the areas identified in this RFP. Under competitive negotiation procedures the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the agency that best meets the proposed needs at a reasonable price, not necessarily the lowest price.

Two (2) original copies (may be submitted in digital form) of the proposal shall be signed and submitted to:

County of Barry – RFP Copiers and Copier Support Services  
Attn: Barry County Administration  
220 W. State St, Hastings, MI  
[dshinavier@barrycounty.org](mailto:dshinavier@barrycounty.org)

Respondents shall submit proposals no later than 2:00 p.m., April 7, 2017. Timely submission of the proposal is the responsibility of the respondent.

Each page of the proposal shall be identified with the name of the responding vendor.

The County of Barry reserves the right to decide, on a case-by-case basis, if a proposal shall be rejected as non-responsive. As a precondition to acceptance, the County of Barry may request a respondent to withdraw or modify those portions of a proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of service.

### **Acknowledgement of Amendments**

Each vendor receiving a copy of this RFP shall acknowledge receipt of any amendment(s) by signing and returning the amendment with the completed proposal. The acknowledgement must be received by the County of Barry at the time and place specified for receipt of proposals.

### **Additional Information**

Questions regarding this RFP shall be received in writing no later than March 28, 2017, to David Shinavier at:

[dshinavier@Barrycounty.org](mailto:dshinavier@Barrycounty.org)

Respondents are cautioned that any oral statements made that materially change any portion of this RFP are not valid unless and until ratified by formal written amendment.

There are no walkthroughs for this RFP prior to receiving the proposals.

### **Applicable Laws Shall Apply**

The contract awarded shall be governed in all respects by the laws of the State of

Michigan, and any litigation with respect thereto shall be brought in the courts of the State of Michigan. The vendor awarded the contract shall comply with applicable federal, state, and local laws and regulations.

### **Change in Technology Upgrade Objectives**

The County of Barry reserves the right to materially change the technology upgrade objectives. Such changes may include additions, deletions, or other revisions within the general scope of RFP requirements. No changes or adjustments shall be made without a written amendment to this RFP, signed by the Assistant County Manager/Director of Administrative Services.

### **Collusion Among Respondents**

Each respondent, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of state and/or federal law.

### **Exceptions**

A respondent taking exception to any part or section of this solicitation shall indicate such exception(s) in a separate section of the submitted proposal – such section shall be entitled "Exception of Conditions." Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements of this RFP, as written. "Exception of Conditions" may also be justification for rejecting a proposal as non-responsive.

### **Expenses Incurred**

The County of Barry accepts no responsibility for any expenses incurred by a respondent in the preparation and presentation of a response to the RFP. Such expenses shall be borne exclusively by the respondent. All proposals shall become the property of the County of Barry and will not be returned.

### **Acceptance or Rejection**

The County of Barry, at its sole discretion, reserves the right to either accept or reject any and all proposals. The existence of this request for proposal shall not, in any way, obligate the County of Barry to take any action regarding any response submitted by a respondent to this request.

### **Nonconforming Terms and Conditions**

Except as otherwise provided for in this RFP, any proposal that includes terms and conditions that do not conform to the terms and conditions in this RFP is subject to rejection as non-responsive. The County of Barry reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal that do not affect quality, quantity, price or delivery of service prior to action by the Barry County Board of Commissioners to award a contract.

## **Indemnification**

A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Barry County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor.

This agreement shall be construed according to the laws of the State of Michigan. Barry County and the Contractor agree that the venue for any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, South Division.

## **Insurance**

The Proposer who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A. M. Best Company's Insurance Reports rating of A or A-(Excellent).

- a) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractor's Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d) Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
- e) Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.



f) Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."

g) Proof of Insurance - The vendor shall provide to Barry County at the time the contracts are returned by it for execution. If so requested, certified copies of all policies will be furnished.

### **Withdrawal of Proposal**

Respondents may withdraw a proposal at any time during and after the review and award process, up to ratification by the Barry County Board of Commissioners of an agreement between the County of Barry and the designated vendor.

### **Withdrawal of Request for Proposal**

The County of Barry retains at all times the right to cancel or withdraw this RFP, to refuse to accept a proposal from any respondent, and to modify or amend *Section 2 – Scope of Services/ Requirements* up to ratification by the Barry County Board of Commissioners of an agreement between the County of Barry and the designated vendor.

### **RFP Timeline**

RFP Circulation Date: March 21, 2017

Questions Regarding RFP due by: March 28, 2017

Questions answered by: March 31, 2017

Proposal Submission Deadline: April 7, 2017

Unless otherwise stated, all proposals shall address each criterion identified in the following subsection.

### **Section 4 – Selection Criteria**

The County shall utilize various criteria in the selection of the successful bidder, including the following:

1. Demonstrated ability to perform this work, as demonstrated by at least three (3) references of previous recent clients.
2. Cost.
3. Quality and completeness of the proposal.
4. Vendor's reputation in the industry.

5. Commitment to work with the County of Barry in addressing current and future needs with respect to copier equipment.

### **Reservation of Rights**

The County reserves the right to negotiate mutually acceptable project-related conditions, including costs. The County reserves its right to reject any and all proposals, waive irregularities and informalities therein, and further reserves its right to award the contract that is in the best interest of the County. The County specifically reserves the right to select the bid which will provide the highest quality equipment and performance package at a reasonable cost to the County. The County hereby notifies bidders that certain equipment may be deleted from the contract if it exceeds the County's budget and that the lowest total bid may not be the successful bid if quality, functionality, warranties, service availability and cost, or other aspects of the bid do not best meet the County's needs.

## Section 5 – Proposal Format

Tab No.	Information Item
I.	Vendor Contact – List the name, address, FAX number, e-mail address, and voice phone number of the vendor's authorized negotiator. Vendor's authorized negotiator shall be empowered to make binding commitments for the vendor's firm.
II.	Vendor Profile – Provide a description of the company including a brief company history and prospectus. Include the location of your organization's headquarters, the year the organization was formed, and ownership structure.
III.	Professional References – Provide a list of at least three (3) recent client references. References of local government in California or related agencies preferred. The reference list must include: <ul style="list-style-type: none"> <li>• Client name, location, current contact person, and phone number.</li> <li>• Description of services provided by vendor to client.</li> </ul>
IV.	Project Schedule
V.	Cost - The bid should be broken down by machine. The following cost information is to be provided along with the a detailed list of services to be provided: <ul style="list-style-type: none"> <li>• Purchase Price with 60 month service agreement</li> <li>• Lease rate for 60 months.</li> <li>• Cost of print/copy charges.</li> <li>• List of services provided.</li> <li>• Include any component of the project where the use of subcontractors will be utilized. State the name of the subcontractor and work they are to perform on the proposal.</li> <li>• List of Optional Features</li> </ul>
VI.	Technical Information – Provide the following information as it relates to technology upgrades: <ul style="list-style-type: none"> <li>• List all equipment to be installed.</li> <li>• List all equipment requirements as it relates to this project.</li> <li>• List all supported network protocols.</li> <li>• Any additional technical information and/or requirements for upgrades.</li> </ul>