

MINIMUM SPECIFICATIONS FOR
PHOTOCOPIER MACHINE LEASE

FOR
VARIOUS DEPARTMENTS OF
CATTARAUGUS COUNTY

OFFICE OF ADMINISTRATION
303 Court Street
Little Valley, NY 14755

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CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

*Joseph T. Pillittere
Commissioner*

*Kathleen M. Ellis
Deputy Commissioner*

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Director of Engineering*



*Jack Ellis Drive
8810 Route 242
Little Valley, New York 14755
Phone (716) 938-9121
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REQUEST FOR PROPOSAL

Cattaraugus County is soliciting proposals for a vendor to furnish photocopiers to all County departments within Cattaraugus County, New York, in accordance with the Request for Proposal (RFP) documents.

Proposals shall be made upon company letterhead and shall address those areas noted in this RFP. All references to numbers shall be stated in both writing and figures. The signature on the proposal shall be an original in longhand by a principal officer of the company, authorized to duly bind the company. The proposal shall be without interlineation, alteration or erasure.

An original and one (1) copy of each proposal shall be clearly marked and submitted as follows:

Proposal #17-202 - Lease/Rental of Photocopier

and delivered to:

Cattaraugus County DPW
8810 Route 242,
Little Valley, NY 14755
Attention: Dawn Smith

by **2:00 p.m. (EST) Tuesday, August 22, 2017.** The proposals will be opened at a later time and the inclusion of necessary proposal elements evaluated.

If within twenty-four (24) hours after the proposals are opened, any vendor files a duly-signed written notice with Cattaraugus County, and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its proposal, that vendor will not be permitted to modify its proposal but may withdraw its proposal.

The Cattaraugus County Legislature will grant due consideration to proposals meeting specifications of this RFP submitted by the vendors, and does hereby reserve the right to choose the vendor that, in its judgment is best suited for the intended purposes. The Cattaraugus County Legislature does also reserve the right to waive all informalities in awarding a contract in the best interests of Cattaraugus County.

CATTARAUGUS COUNTY
John Searles
County Administrator

INSTRUCTIONS TO PROPOSER

1. PROPOSAL DEPOSIT:

A certified check for Five Hundred dollars (\$500) must be submitted with the proposal. The undersigned agrees that the proposal security may be retained by the County until contracts have been signed. Should the successful vendor to whom the proposal is awarded fail to execute the agreement submitted by the county in accordance with the formal proposal and other contract documents, the certified check shall be forfeited to the County as liquidated damages caused by such failure.

2 PERFORMANCE BOND.

The successful vendor or vendors shall, within two weeks after notice of the award, enter into a contract with Cattaraugus County and furnish a performance bond running to the County of Cattaraugus in the amount of Five Thousand dollars (\$5,000), which will be retained until completion of the contract. The Performance Bond must be in a format acceptable to the Cattaraugus County Attorney.

3. PROPOSAL FORM

Proposal shall be submitted on these Cattaraugus County Proposal forms or proposal will not be considered. Proposal must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with required information or, if no proposal on an item, the designation N/B (no proposal).

4. CHANGES

Any change in wording or interlineation by a proposer of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such proposer, or in the event that such change in the Invitation for proposal is not discovered prior to entering into a contract, to void any contract entered into pursuant to such a proposal.

5. INFORMALITIES

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. The contract award will be made to the responsible proposer submitting the lowest acceptable proposal. Conditional proposals will not be accepted.

6. PROPOSAL TIME

Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals, or authorized postponement thereof. Any proposal received after the time specified shall not be considered.

7. INVESTIGATIONS

The County may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

8. PROPOSAL ENVELOPE

Each proposal must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the proposer. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope labeled as specified.

9. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each proposer in the form provided and shall be submitted as a part of the proposal. Proposals submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

10. CONTRACT AWARD

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services proposed to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

11. REFERENCES

A list of references, including at least one reference located in Western New York, for whom the proposer has done work in the past must accompany the proposal.

12. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this proposal:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

13. DELIVERY SCHEDULE

Failure to meet delivery or completion schedule as per accepted proposal may result in legal action by Cattaraugus County to recover damages.

14. TAXES

No taxes are to be billed to the County. Proposal shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net proposal.

15. COMPLIANCE WITH LAWS

The successful proposer shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

16. DISCRIMINATION

The successful proposer agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by Cattaraugus County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) that this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) the aforesaid provisions of this section covering every contract for or on behalf of Cattaraugus County for the manufacture, sale or distribution of

materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8 Section 220-e)

17. CONTRACT ASSIGNMENTS

The proposer shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

18. ADDITIONAL INFORMATION

Any additional information which proposer desires to add to the proposal shall be written on a separate sheet of paper, attached to and submitted with the formal sealed proposal, to be read at the formal opening.

19. HOLD HARMLESS

The successful proposer to whom the proposal is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this proposal.

20. PROPOSAL VALIDITY

This proposal is firm and irrevocable for a period of 45 days from the date and time of the proposal opening. If a contract is not awarded within the 45 day period, a proposer to whom the proposal has not been awarded may withdraw his proposal by serving written notice of his intention to do so upon the Clerk of the County Legislature.

21. CONTRACT INTEREST

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

22. PRICE IS FIRM

The unit prices proposed shall remain firm, and any other charges proposed shall also remain firm, for work, and/or services described in this proposal in accordance with the detailed specifications for those services. No cost increase shall be charged for any reason whatsoever.

23. PROPOSER AFFIRMATION

In executing this proposal, the proposer affirms that all of the requirements of the specifications are understood and accepted by the proposer, and that the prices quoted include all required materials and services. The undersigned has checked all of the proposal figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal. Mistakes or errors in the estimates, calculations or preparation of the proposal shall not be grounds for the withdrawal or correction of the proposal. In case of error in extension of prices in the proposal, the unit price will govern.

24. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the proposer with its proposal submittal.**

25. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

26. MUNICIPAL EXTENSION:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Cattaraugus County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.

REQUEST FOR PROPOSALS

SPECIFICATIONS

Lease/rental of photo copy machines

CATTARAUGUS COUNTY, New York

The intent of this Request for Proposal (RFP) is to secure a vendor to provide individual departments within Cattaraugus County with DIGITAL photocopiers of various types and capacities at or above the quality of machines currently placed within these departments.

Literature describing each machine and its features shall be included with proposal.

Currently, Cattaraugus County has a contract with James B. Schwab Co., for the provision of photocopiers. This contract lapses in 2017. Cattaraugus County is interested in receiving proposals from various vendors to provide the needed photocopiers necessary to conduct County business

A. BACKGROUND

Cattaraugus County previously contracted with James B. Schwab Co. for the provision of leased copiers to Cattaraugus County Departments. Under that contract all machines were leased to the County for a flat rate per copy which decreased after the first three years. The amount per copy varies by model. The flat rates include the machines, maintenance, service calls and all materials, excluding paper. Under that contract, the vendor provided the County with KYOCERA models K255, K3500I, K4500I, K6500I, KM6030 copiers. All copiers placed with the County were newly manufactured.

Currently, twenty-six (26) different departments have copy machines placed in them. As of September, 2016, a total of seventy-five (75) machines were being used, generating a copy volume of over 3,500,000 (see break down in Attachment #2 on pages 14-16), copies between January 1, 2016 and December 31, 2016. Attachment #1 (page 13) is a listing of numbers and types of copiers by department. Attachment #2 delineates the number of copies made for the period 1/1/16-12/31/16.

Cattaraugus County through this RFP is seeking proposals to address the ongoing need for leased copier services. Minimally, vendors should project costs based on the number of machines currently in use in County departments. The information in Attachments #1 and #2 is advisory only and is simply meant to give potential proposers some historical use based information regarding copier usage under the current contract. Cattaraugus County, however, over the course of the contract reserves the right to recommend the addition, decrease or reallocation of machines as may be needed. No guarantee regarding the actual number of copies is made by the County nor should such a guarantee be implied by this RFP process.

B. GENERAL INFORMATION

1. Public Officers Law:

All vendors and vendor employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of the New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities from County employees and governing the conduct of employees of firms, associations and corporations in business with the County. In signing this proposal, each vendor guarantees knowledge and full compliance with those provisions for this and any other dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the County of Cattaraugus and/or County employees. Failure to comply with those provisions may result in disqualification from the RFP process and in other civil or criminal proceedings as required by law.

2. Special notes to vendors:

- a) Vendors are responsible for the timely delivery of their proposals in accordance with the conditions of this RFP. Proposals **must** be delivered/submitted to:

Cattaraugus County DPW
8810 Route 242,
Little Valley, NY 14755
Attention Dawn Smith

Proposal #17-202 - Lease/Rental of Photocopier

by no later than **2:00 p.m. (EST) Tuesday, August 22, 2017**. The proposals will be opened at a **LATER TIME** and the inclusion of necessary proposal elements evaluated.

Questions pertaining to the photocopiers, their usage or the lease, contact **Pat Davison, Director of Information Services @ 716-938-9111 Ext. 2208**.

- b) Facsimile (FAX) proposals will **not** be accepted for this RFP.
- c) The Cattaraugus County Legislature reserves the right to make awards within forty-five (45) days after the dates of the RFP opening, during which period, proposals must remain firm and cannot be withdrawn. If, however, an award is not effected within the sixty (60) day period, proposals shall remain firm until such later time as either a contract is awarded by the County or the vendor delivers to the Cattaraugus County Administrator written notice of the withdrawal of the proposal.
- d) If within twenty-four (24) hours after the proposals are opened, any vendor files a duly-signed written notice with Cattaraugus County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its proposal, then that vendor will not be permitted to modify its proposal but may withdraw its proposal.
- e) The Cattaraugus County Legislature reserves the right to evaluate, award and/or reject any and all, in whole or in part of the RFPs submitted. Further the County Legislature can waive technicalities, irregularities and omissions if in their judgement, the best interest of the County will be served. In the event satisfactory proposals, fully in accordance with the RFP documents are not received, the Cattaraugus County Legislature reserves the right to consider late or non-conforming proposals.

The County of Cattaraugus reserves the right to negotiate lower pricing, or to advertise for additional RFPs for any unanticipated excessive expense(s).

- f) In the event a specified manufacturer's commodity listed in the successful vendor's proposal and contract becomes unavailable or cannot be supplied to the County by the contractor for any reason, a product deemed by the County Administrator or his designee to be the equal of the specified commodity must be substituted by the contractor at no additional cost or expense to the County.

3. County vouchers:

County vouchers shall be effective and binding upon the contractor when placed in the mail addressed or faxed to the contractor at the address in the contract. The County Administrator's Office will serve as the conduit for processing payment under this contract. Each month, the County Administrator's Office will process **one** voucher to pay for the monthly costs associated with copiers placed in individual County Departments. For purposes of billing, individual departments should **not** be contacted by the successful vendor.

4. Contract period:

The **contract period** for this RFP will be Four (4) years beginning **January 1, 2018** and ending **December 31, 2021**.

Prices quoted are to be firm for the contract period. Escalation in price per copy will NOT be permitted during the contract. Over the duration of the contract, with the permission of the successful vendor, Cattaraugus County may increase, decrease and/or reallocate copy machines. Cattaraugus County reserves the right to terminate the contract at any time with ninety (90) days' prior written notice.

C. PROPOSED TIMETABLE

It is expected that the successful vendor will have machines available and placed in County Departments by **January 1, 2018**. To achieve this goal, the following timetable will be followed:

<u>Date</u>	<u>Activity</u>
August 22, 2017	RFP responses due back to Cattaraugus County DPW
September 13, 2017	Authorization of contract by the Cattaraugus County Legislature
January 1, 2018	Completion of Implementation

D. QUALIFICATIONS OF VENDORS

The successful vendor must maintain a business establishment with adequate inventories of equipment and supplies offered, and must be capable of processing and shipping large numbers of orders to various destinations in Cattaraugus County.

A statement from the vendor showing the number of years the vendor has been active in leasing/renting the equipment/supplies offered and the size and location of the inventories regularly maintained must be submitted with the RFP.

RFPs are only accepted from established manufacturers or their authorized dealers. Any dealer submitting an RFP hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with all quantities of items required by the dealer in fulfillment of its obligations under any resultant contract with the County, and that it will provide a certificate of the manufacturer acknowledging this level of support, if requested.

E. PRICE

Price shall include all customary duties and charges and be net, F.O.B. destination any point in any Cattaraugus County Department including installation and instruction of personnel, and one complete copy of the instructional manual per machine placed.

If substantially the same machines and lease is offered by the vendor under the same or similar terms and conditions on a State contract at a lower price, then the price to the County shall be immediately reduced to the lower price.

Vendors are reminded that the above paragraph applies to all component prices, required accessory prices, and other accessories offered by the proposed vendor.

The price will include the equipment, chemical costs (toner, etc.) and maintenance and service costs. **The quoted price will be expressed in terms of an all-inclusive cost per copy.** Paper trays and other elements central to the operation of the proposed copiers should be included in the base copier price.

Copy volume analyzers, coin operators, high capacity feeders, computer interfaces, mechanical auditrans, tall stands, bill acceptors, vending card readers, vending cards, editing pad, color kits, sorters, staplers, finishers and other accessory or optional equipment not central or key to the operation of the copiers are not included in the base copier cost.

F. EQUIPMENT

The equipment proposed must be of a quality equal to or better than equipment currently placed in individual departments. The County currently uses KYOCERA models K255, K3500I, K4500I, K6500I copiers.

1. Guarantee

The vendor guarantees that the equipment offered is standard new equipment of the latest model of a regular stock product and in current production at the time of the RFP opening with all parts being regularly used with the type of equipment being offered.

Every unit must be guaranteed over the life of the contract. The contractor shall bear all material and labor costs for the repair of equipment defects and failures occurring within the contract period from date of installation and satisfactory operation by the County. If a copier does not perform to the satisfaction of the County during the contract period, then the contractor shall upon approval of the County Administrator's Office replace the unit with a like model without cost to the County. The replacement machine shall have a new machine guarantee identical to the original machine.

The vendor must also guarantee that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

Where accessories (options) are supplied, they must be compatible with the rest of the equipment.

2. NO REMANUFACTURED EQUIPMENT WILL BE ACCEPTED:

3. Special requirements:

Vendors should specifically list any special requirements (e.g., dedicated power supply) associated and/or required to be used with the equipment being proposed.

4. Toxic substances:

Each vendor furnishing a toxic substance as defined in Section 875 of the State Labor Law to the County, shall provide the County, with not less than two copies of the material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the State Labor Law.

5. Use of recycled materials.

Notwithstanding a prohibition against the use of used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare safety requirements or product specifications contained herein.

6. Bid samples:

Upon notification from the County Administrator's Office, the vendor shall make available within five (5) days a sample of each item requested. The sample shall be available for examination and testing and shall be located within the immediate Cattaraugus County area, preferably at the vendor's local office or at a local dealer/distributor of the product. If the sample is an installed unit at a customer's location, then the machine shall be available for testing without interruption.

7. Americans with disabilities Act:

The above mentioned federal act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Vendors are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing or any other physically impaired individuals.

Although it is not mandatory for bidders to have this equipment in order to receive a contract award, it is necessary that they identify any such equipment they have which falls into the above category.

8. EPA Energy Star Program:

The Federal EPA in cooperation with manufacturers has begun a program to foster the manufacture of energy efficient copier equipment. Cattaraugus County fully supports this effort. We intend to identify energy efficient products to County Departments and ask that vendors identify those products containing the EPA Energy Star Logo.

E. MAINTENANCE AND SERVICE

1. Maintenance:

Maintenance included as part of the flat per copy price shall include the replacement of all parts (including consumables), chemicals (toner, developer, etc.) and the price of the drum and the cost of the service call to replace the drum, if needed.

2. Service requirements:

"ON SITE" RESPONSE TIME TO SERVICE CALLS MUST BE WITHIN 24 HOURS OF RECEIPT OF SERVICE CALL FROM COUNTY.

Service is included as part of the flat per copy price. The vendor shall agree to provide maintenance service availability throughout Cattaraugus County during normal working hours, 8:30 a.m. to 5:00 p.m., Monday through Friday, except holidays, to keep the machines in good working order. This includes, but is not limited to:

- a) A vendor shall repair or correct the machines as required to maintain them in good working order. These costs are assumed by the vendor and are inclusive in the flat rate per copy quoted.
- b) Preventative maintenance (PM). PM shall be based upon the specific needs of the individual machine as determined by the vendor. PM shall include lubrication, necessary adjustments and replacement of parts in accordance with the PM schedule established by the manufacturer.
- c) On-call remedial maintenance includes the replacement of unserviceable parts. Parts will be furnished on an exchange basis and will be new parts or equivalent to new in performance when used in these machines.
- d) All maintenance performed must be done by fully trained and qualified personnel, approved by manufacturer.
- e) The vendor shall provide emergency service during "off hours" as is required.

- f) The vendor shall maintain at the service facility a sufficient quantity of spare components to provide completion of service, maintenance, and repair or replacement of the items furnished within the time frame listed below.
- g) The maximum period of time (during working hours as defined above) a department will be without use of its copier because of breakdown will be fourteen (14) working hours from the time the service call was placed.

3. Loan equipment:

Loan equipment shall be provided when repair cannot be completed within the above time frame. Loan equipment of compatible production capability shall be furnished. Each copier shall have a decal or label indicating the name, address and phone number of the nearest service center.

4. Service Centers:

Vendors shall submit with the RFP a list of authorized service centers names, addresses and telephone numbers which will service the equipment.

Vendors proposing to provide service through other than their own corporate organizations shall be required to file a letter of agreement from each servicing agency prior to the award of the contract. The letter of agreement shall confirm that the agent is an authorized service facility for the brand of copier quoted, and that the agency agrees to the vendor's prices and the County's maintenance terms and conditions as outlined herein.

For the purpose of this requirement, manufacturer's authorized dealers are considered to be a part of the corporate organization.

5. Performance criteria:

The vendor shall make every effort to schedule PM calls during low use periods. The copiers shall be required to operate satisfactorily and produce acceptable copy quality at an 80% effectiveness level with service being performed within fourteen (14) working hours.

If the copier is not meeting the manufacturer's performance specifications as represented by the specifications at the time of the RFP, and therefore producing unacceptable copies for the departmental needs (as determined by the department), then the machine shall be considered down from the time the service call is placed until the machine is corrected and functioning normally. The using department shall indicate the copier condition if it is considered at the time the call for service is made.

If the copier falls below the effectiveness level for two (2) consecutive calendar months, then the department, with the consent of the vendor, shall receive from the vendor a replacement copier of the same model, features and performance.

If the replacement copier continues to fall below the effectiveness level then the County may invoke any of the same three (3) remedies listed. None of the above shall affect the rights of the County to replacement of equipment under other sections of this RFP.

Failure to meet the performance criteria may result in:

1. Mandatory replacement of all units of the deficient model with another copier that meets the specified performance at no additional cost to the County.
2. Cancellation of the contract.
3. Awarding the contract to another vendor for a copier which meets performance criteria with any increase in cost chargeable to the non-performing vendor.

F. PROPOSAL FORMAT

The vendor shall prepare the proposal in accordance with the following format:

- a) Executive Summary, including an overall introduction and highlights of the proposal, including an overview of recommendations for changes in distribution and processes of County copying, on company letterhead, signed by an official of the company authorized to bind such company.
- b) A typewritten proposal shall address the vendor's experience and ability to meet each of the terms of the RFP as outlined above. The vendor should minimally indicate the number of years the vendor has been active in leasing/renting the equipment/supplies offered and the size and location of the inventories regularly maintained. A listing of any advantages or features provided by vendor's company, with a associated costs and/or savings.
- c) A typewritten proposal **clearly** delineating flat cost per copy proposed.
- d) An extensive listing of equipment proposed to be included in the flat cost per copy, APLUS@ optional equipment available with its associated cost per COPY (to be added to the flat cost per copy for billing). Detailed specifications, circulars, and all necessary data on the commodity to be furnished; if the commodity offered differs from the provisions listed, such differences must be explained in detail. The County reserves the right to request any additional information deemed necessary for the proper evaluation of the proposal.
- e) Full details on maintenance/service programs including a list of all locations which will be providing maintenance/service. Explanation of both maintenance/service timetables especially noting turnaround times for both service and maintenance. Listing of a local phone number for used when maintenance/service is needed.
- f) The names, addresses and phone numbers of three local business references who can be contacted to verify use, service, maintenance and general satisfaction with equipment provided by the proposer.
- g) A copy of any proposed lease documents, specifically noting terms, timetables, etc.

G. FACTORS CONSIDERED FOR AWARD

Proposals will be evaluated and a recommendation made to the Cattaraugus County Legislature. Criteria included in the evaluation will include, but not be limited to: cost; total proposal including any incentives offered by the vendor; recommendations/references; type of equipment proposed; availability, accessibility and promptness of proposed maintenance and service; inclusion of all necessary paperwork specified in this RFP and ability of the vendor to fulfill the proposed contract in the anticipated time frame.

H. METHOD OF BILLING

The monthly billing that is submitted to the County for payment SHALL BE set up on a spreadsheet in the manner shown on "Attachment #3" "Sample of Billing".

Attachment #1

**Copy machine types by model and location
May, 2017**

Proposed Equivalent Sheet

<u>CURRENT MODELS:</u>	<u># Installed</u>	<u>Location:</u>	<u>KYOCERA MODELS:</u>	<u>MANUFACTURER</u>	<u>EQUIVALENT MODEL NO.</u>
K255	28	Various	K255		
K3500I	36	Various	K3500I		
K4500I	8	Olean, Little Valley, Machias	K4500I		
K6500I	3	County Center Bldg., Little Valley County Office Bldg., Olean Pines H & R Center, Olean	K6500I		
			Large Copier (1)		

TOTAL No. 75

Attachment #2

Copy Volume by Department

January through December, 2016

Dept Name	Copier Name	Annual Copies
Administration	Administration - Olean 11095	11,402
	Total Annual Copies	11,402
Aging	Aging Office - Olean 11090	87,875
	Aging Office - Olean 11078	97,922
	Total Annual Copies	185,797
BOE	Board of Elections - LV 11112	17,596
	Total Annual Copies	17,596
Community Services	Community Services - Salamanca 11058	7,462
	Community Services - Olean 11068	19,463
	Community Services - Guidepost 11075	24,952
	Community Services - Machias 11051	14,586
	Community Services - Olean 11088	104,965
	Community Services - Salamanca 11113	32,424
	Community Services - Guidepost 11115	71,534
	Total Annual Copies	275,386
County Clerk	County Clerk - LV 11074	11,913
	County Clerk - LV 11119	28,989
	Total Annual Copies	40,902
DA	District Attorney - LV 11105	77,211
	Total Annual Copies	77,211
DMV - Delevan	N.Y.S.D.M.V. - Delevan 11063	13,535
	Total Annual Copies	13,535
DMV - LV	N.Y.S.D.M.V. - LV 11073	18,774
	Total Annual Copies	18,774
DMV - Olean	N.Y.S.D.M.V. - Olean 11079	17,040
	Total Annual Copies	17,040
DPW	Public Works - LV 11059	18,916
	Public Works - LV 11104	40,128
	Public Works - LV	111,093
	Total Annual Copies	170,137
DSS	DSS - Olean A (SER) 11121	85,654

Attachment #2

Dept Name	Copier Name	Annual Copies
DSS	DSS - Olean B (TA) 11081	14,230
	DSS - Olean E (SCU) 11098	92,821
	DSS - Olean G (SCU) 11076	18,063
	DSS - LV (EMS) 11066	3,164
	DSS - Olean D (Ad/SC/TRG) 11094	108,203
	DSS - Olean H (TA) 11103	66,774
	DSS - Olean C (HEAP/EMP) 11100	61,807
	DSS - Olean K (ACCT) 11124	46,157
	DSS - Olean I (MA/EMP/FS) 11106	90,060
	DSS - Olean 11101	49,009
	DSS - Olean J (MC) 11102	128,451
	DSS - Olean F (SER) 11099	35,356
	Total Annual Copies	799,749
Emergency Services	Emergency Services - LV 11077	27,860
	Total Annual Copies	27,860
Health	Health - Salamanca FPC 11056	4,541
	Health - Olean 11111	45,306
	LV-Health 11109	10,067
	Health - OL. (CI Nurs) 11069	16,338
	Health - Olean-Nursing 11096	40,225
	Health - Salamanca Nursing 11086	12,397
	Health - Olean-Reception 11091	55,150
	Health - Olean 11093	44,519
	Health - Machias 11085	12,701
	Health - OL. (Lab) 11061	13,373
	Total Annual Copies	254,617
Human Resources	Human Resources - Personnel 11107	4,404
	Human Resources - Payroll 11087	41,992
	Total Annual Copies	46,396
Information Services	Information Services - LV 11071	6,418
	Total Annual Copies	6,418
Legislature	Legislature - LV 11092	28,671
	Total Annual Copies	28,671
Nursing Homes - Machias	The Pines - Machias 11118	188,660
	The Pines - Machias 11084	38,068
	The Pines - Machias 11083	7,486
	Total Annual Copies	234,214
Nursing Homes - Olean	The Pines - Olean 11082	57,714

Attachment #2

Dept Name	Copier Name	Annual Copies
Nursing Homes - Olean	The Pines - Olean 11127	199,846
	The Pines - Olean 11054	11,196
	Total Annual Copies	268,756
Probation	Probation - Olean 11089	82,735
	Probation - Olean 11072	4,958
	Probation - Salamanca 11057	25,981
	Total Annual Copies	113,674
Public Defender	Public Defender 11114	71,710
	Total Annual Copies	71,710
Real Property	Real Property Tax - LV 11060	3,373
	Total Annual Copies	3,373
Records Management	County Clerk - LV 11062	3,472
	Total Annual Copies	3,472
Sheriff	Sheriff - LV (Print) 11110	26,504
	Sheriff - LV (Booking) 11053	87,931
	Sheriff - LV (Admin.) 11120	88,154
	Total Annual Copies	202,589
Treasurer's	Treasurer - Olean 11080	635
	Treasurer - LV 11108	19,985
	Total Annual Copies	20,620
Veterans	Veterans - Olean 11070	17,265
	Total Annual Copies	17,265
WIA	WIA One Stop -3- Bluebird Bldg 11097	34,403
	WIA One Stop -2- Olean Office 11064	7,293
	WIA One Stop -4- Olean (Admin) 11067	7,015
	WIA One Stop -1- Main Copier 11117	68,508
	Total Annual Copies	117,219
Youth Bureau	Youth - LV 11116	5,480
	Total Annual Copies	5,480
Grand Total	TOTAL NUMBER COPIES FOR ABOVE :	3,049,863
	TOTAL NUMBER FOR LARGE COPIERS :	302,663
	TOTAL FOR ALL COPIERS :	3,352,526

Attachment #3

SAMPLE OF BILLING

<u>DEPARTMENT:</u>	<u>COPIER</u>	<u>SERIAL NO.</u>	<u>END COUNT MONTH OF MAR.</u>	<u>BEGIN COUNT MONTH OF FEB.</u>	<u>CREDIT</u>	<u>TOTAL COPIES</u>	<u>RATE PER COPY</u>	<u>COST FOR MARCH COPIES</u>
ADMINISTRATORS OFFICE	KM-2050	YA729088	558529	541739	277	16513.00	0.0235	388.06
DEPT. OF AGING - OLEAN	KM-2550	PB729363	478015	466354		11661.00	0.0295	344.00
COUNTY CLERK - LITTLE VALLEY	KM-3035	37007623	474349	460070		14279.00	0.0245	349.84
DATA PROCESSING - L. VALLEY	KM-4035	AK640218	31638	30864		774.00	0.0215	16.64
DISTRICT ATTORNEY OFFICE	KM-2550	CEL71079	137305	128595		8710.00	0.0265	230.82
ECONOMIC DEVELOPMENT	KM-6030	PA728889	604057	590510		13547.00	0.0305	413.18
BOARD OF ELECTIONS	KM-3035	PA728858	468773	455269		13504.00	0.0295	398.37
SOCIAL SERVICES #3 - OLEAN	KM-6030	PB729607	379282	367041		12241.00	0.0275	336.63

"CREDIT" IN ABOVE HEADING, IS FOR CREDIT OFF FROM TOTAL COPY COUNT FOR THE MONTH. FOR ALL COPIES GREATER THAN 12 THAT ARE ACCUMULATED DURING SERVICE ON THE COPIER.

COPY MACHINE FEATURES

ALL COPIERS ARE TO BE DIGITAL
AND INCLUDE ALL STANDARD FEATURES

QUOTE #1 - SMALL MACHINES - LESS THAN 25 COPIES PER MINUTE

Basic Copy Machine shall have the following features:

- \$ 250 sheet letter size paper storage/feeder
- \$ 50 bypass feeder
- \$ Resolution: 600 X 600 dpi minimum

QUOTE #2 - COPY MACHINES THAT COPY AT RATES GREATER THAN 25 COPIES PER MINUTE

Basic Copy Machine shall have the following features:

- \$ Base Cabinet
- \$ Ability to store and recall a minimum of 10 separated codes to allow charge backs to different departments.
- \$ Automatic shut down during extended periods of inactivity.
- \$ Zoom, photo, text and manual exposure modes (zoom capability of 50% - 200% minimum with 100% default)
- \$ Automatic Document Feeder
- \$ Duplexing
- \$ Finisher/sorter (sort all sizes)
- \$ 550 sheet letter size paper storage/feeder
- \$ Bypass feeder with a minimum of 11" width capacity
- \$ LCD readout including HELP and self-diagnostics capability
- \$ 100 page memory minimum
- \$ Original size of at least 11" x 17" for both stationary and auto feeder
- \$ Resolution: 1200 X 1200 dpi minimum

QUOTE #3 - **COLOR COPIER:** THIS IS TO BE A COPIER CAPABLE OF BLACK AND WHITE, AND COLOR THE "PER COPY RATE" FOR THE BLACK & WHITE SHALL BE THE SAME AS WHAT IS QUOTED FOR THE "**25 COPY PER MINUTE OR GREATER**" (QUOTE #2 ABOVE) THE PRICE FOR THE COLORED COPIES SHALL BE THE "**COST OF THE COLORED TONER**" TO THE DEALER PLUS A 15% MARKUP. A COPY OF THE PURCHASE INVOICE TO THE DEALER MUST ACCOMPANY THE BILLING FOR THE TONER TO THE COUNTY.

Basic Copy Machine shall have the **SAME FEATURES AS QUOTE #2 ABOVE.** WITH THE FOLLOWING EXCEPTIONS

- \$ Resolution for color 600 X 600 dpi minimum

QUOTE #4 - **COLOR MULTIFUNCTIONAL COPIER:** THIS IS TO BE A COPIER CAPABLE OF BLACK AND WHITE, AND COLOR.

THE "PER COPY RATE" FOR THE BLACK & WHITE SHALL BE THE SAME AS WHAT IS QUOTED FOR THE "**25 COPY PER MINUTE OR GREATER**" (QUOTE #2 ABOVE) THE PRICE FOR THE COLORED COPIES SHALL BE THE "**COST OF THE COLORED TONER**" TO THE DEALER PLUS A 15% MARKUP. A COPY OF THE PURCHASE INVOICE TO THE DEALER MUST ACCOMPANY THE BILLING FOR THE TONER TO THE COUNTY.

Basic Copy Machine shall have the **SAME FEATURES AS QUOTE #2 ABOVE.** WITH THE FOLLOWING ADDITIONS:

- \$ Finish Capabilities (ie: Booklet, Ring Binder)
- \$ Staple Capabilities (ie: Top, Bottom, 2 staples, top slant)

SPECIAL NOTE:>> THE SUCCESSFUL BIDDER, AT THE END OR TERMINATION OF THE CONTRACT WHEN COPY MACHINES ARE BEING REMOVE FROM COUNTY PROPERTY, SHALL REMOVE THE HARD DRIVES FROM EACH COPIER AND TURN THEM OVER TO THE “DEPARTMENT OF INFORMATION SERVICES” AT CATTARAUGUS COUNTY.

SPECIAL ARRANGEMENTS **“MAY”** BE MADE TO ALLOW THE COUNTY TO ERASE THE HARD DRIVES BEFORE REMOVAL. A REPRESENTATIVE OF THE COMPANY WHOSE MACHINES ARE BEING REMOVED MUST BE AVAILABLE TO DIRECT AND WITNESS THE PROCEDURE.

**BID FORMS OMITTED FROM
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

dasmith@cattco.org

<p style="text-align: center;">APPENDIX "A" COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS</p>								
<p>The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.</p>								
Minimum Coverage Limits are as Follows:								
	A	C	Ca	D	F	G	Ga	
	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity	
*** COMMERCIAL GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	
Prem. - Ops.	Include	Include	Include	Include	Include	Include	Include	
Prods. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include	
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include	
Contractual	Include	Include	Include	Include	Include	Include	Include	
BF Property Damage	Include			Include				
X,C,U	Include							
Personal Injury	Include	Include	Include	Include	Include	Include	Include	
Liquor Law				Include				
Host Liquor				Include				
** AUTO LIABILITY	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	
Owned	Include	Include	Include	Include	Include	Include	Include	
Hired	Include	Include	Include	Include	Include	Include	Include	
Non-Owned	Include	Include	Include	Include	Include	Include	Include	
*** EXCESS LIABILITY	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000		
	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	
WORKERS' COMP.								
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
*** PROFESSIONAL LIAB.		\$3,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.					
<p>* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy. The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.</p> <p>** 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.</p> <p>*** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.</p> <p>*** Professional Liability policies are not required to have the County as Additional Insured</p> <p>Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.</p>								

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(For use of individual bidder)

IN WITNESS WHEREOF, I, _____, doing business under the style and name of _____ at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this ____ day of _____, 20 ____.

d/b/a _____

(For use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at _____ on this ____ day of _____, 20 ____, by _____, one of the partners or co-partners of the partnership composed of _____ and _____ doing business under the style, partnership, and firm name of _____ at _____.

Partnership Name

By _____
Co-Partner

(For use of corporate bidder)

RESOLVED, that _____ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on the ____ day of _____, 20 ____.

Dated at _____ on this ____ day of _____, 20 ____.

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By _____
Title

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone ____ (____) _____ Fax ____ (____) _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone ____ (____) _____ Fax ____ (____) _____

CONTRACT TO BE SENT TO: Principal Office _____ Local Office _____

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York:

Yes _____ No _____ Not Applicable _____)

TRADE NAMES:

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

PROPOSAL FOR PERFORMANCE OF CONTRACT WITH
CATTARAUGUS COUNTY LEGISLATURE
LITTLE VALLEY, NEW YORK

TO: Cattaraugus County Legislature, Little Valley, New York, herein after called the County.

The undersigned, desiring to interpose a proposal to provide services for **PHOTOCOPIER MACHINE LEASE**, for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Proposers, Instructions to Bidders, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Proposal for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this proposal is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the proposal prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the proposer has abandoned his/her right to enter into the contract and thereupon the proposal and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing proposal as principals are as follows: (Individuals or partnership bids only)

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Proposer:

Authorized Signature and Title:

Signature

Title

Date

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

_____ day of _____, 20 _____

Notary Public