

COUNTY OF ROCKLAND  
Department of General Services  
**Purchasing Division**

# Contract Award Notification

Title: Copiers, Digital Copiers – Cost Per Copy Program

Contract Period: October 1, 2019 through August 31, 2024

Original Date of Issue: October 1, 2019

Date of Revision:

**RFP No: RFP-RC-2019-006**

**Catalog: Office Equipment**

Authorized Users: ROCKLAND COUNTY

Address Inquiries to:

Name: Ann Marie Curley, CPPB  
Title: Assistant Director of Purchasing  
Phone: 845-364-3698  
Fax: 845-364-3809  
E-mail: curleya@co.rockland.ny.us

**Description**

This contract is to provide digital copier rental/lease services on a cost per copy basis.

Contract #	Vendor Number	Contractor & Address	Telephone No.
RFP 19-006	000005054	Atlantic Tomorrow's Office 134 W. 26 <sup>th</sup> Street New York, NY 10001 Contact: Adam Ehrlickman aehrlickman@tomorrowsoffice.com	212-741-6400    CELL: 917-681-7473

- **This is a true cost per copy program, County of Rockland to pay for only clicks used on both MFD's and Printers, thereby, overages for B&W and Color shall be billed quarterly in accordance with the rates awarded. Credits for overpayment of clicks shall be applied to the next monthly invoice.**

# County of Rockland CONTRACT

## Dept. of General Services

Purchasing Division  
50 Sanatorium Rd  
Bldg A, 6th Fl, Room 609  
POMONA NY 10970  
www.rcpurchasing.com

**Dispatch via Print**

<b>Contract ID</b> RFP 19-006		Page 1 of 2
<b>Contract Dates</b> 10/01/2019 to 08/31/2024		<b>Currency</b> USD
<b>COPIERS, DIGITAL COPIERS-COST</b>		<b>Contract Maximum</b> 1,529,215.00
<b>Freight Terms</b>	<b>Buyer Email</b> curleya@co.rockland.ny.us	
<b>Buyer</b> CURLEY,ANNMARIE	<b>Phone</b> 845/364-3698	<b>Fax</b> 845/364-3809

**Supplier** 0000005054  
Atlantic, Tomorrow's Office  
Adam Ehrlickman  
GPO  
PO BOX 26200  
New York NY 10087-6200

Phone 212/741-6400

aehrickman@tomorrowsoffice.com

Tax Exempt? Tax Exempt ID:

Line #	Supplier Item	Item Desc	Item ID	Price	UOM
1		MONTHLY CONTRACT PAYMENTS BASED ON 85% OF THE ANNUAL TOTAL B&W USAGE AS SPECIFIED IN THE RFP. PAYMENT GUARANTEE IS AT THE B&W CONTRACT RATE OF \$.0235 PER CLICK	96618000109	17,907.00000	Month
<p>PAYMENTS SHALL BE ISSUED MONTHLY: 85% OF THE ANNUAL B&amp;W = 9,143,998.25 X \$0.0235/12 = 17,907.00</p>					
2		MONTHLY CONTRACT PAYMENTS BASED ON 85% OF THE ANNUAL TOTAL COLOR USAGE AS SPECIFIED IN THE RFP. PAYMENT GUARANTEE IS AT THE COLOR CONTRACT RATE OF \$0.0420 PER CLICK	96618000120	2,351.45000	Month
<p>671841.70 X \$0.0420/12 = \$2,351.45</p>					
3		COST FOR ACTUAL USAGE IN EXCESS OF THE MONTHLY GUARANTEE FOR BLACK & WHITE CLICKS - CHARGES TO BE APPLIED FOR USAGE OVER THE GUARANTEE	96618000110	0.02350	Each
4		COST FOR ACUTAL USAGE IN EXCESS OF THE MONTHLY GUARANTEE FOR COLOR CLICKS-MONTHLY GUARANTEE-CHARGES TO BE APPLIED FOR USAGE OVER THE GUARANTEE-COLOR USAGE TO BE LIMITED TO AUTHORIZED MACHINES.	96618000111	0.04200	Each

**Authorized Signature**

*Paul J. Brennan*

# County of Rockland CONTRACT

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50 Sanatorium Rd  
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<b>Contract ID</b> RFP 19-006		Page 2 of 2
<b>Contract Dates</b> 10/01/2019 to 08/31/2024		<b>Currency</b> USD
<b>COPIERS, DIGITAL COPIERS-COST</b>		<b>Contract Maximum</b> 1,529,215.00
<b>Freight Terms</b>	<b>Buyer Email</b> curleya@co.rockland.ny.us	
<b>Buyer</b> CURLEY,ANNMARIE	<b>Phone</b> 845/364-3698	<b>Fax</b> 845/364-3809

**Supplier** 0000005054  
Atlantic, Tomorrow's Office  
Adam Ehrlickman  
GPO  
PO BOX 26200  
New York NY 10087-6200

Phone 212/741-6400

aehrickman@tomorrowsoffice.com

Tax Exempt? Tax Exempt ID:

Line #	Supplier Item	Item Desc	Item ID	Price	UOM
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AUTHORIZATION SUBJECT TO APPROVAL BY THE DIRECTOR OF PURCHASING.

7	MONTHLY CONTRACT PAYMENT FOR NETWORKED PRINTER PROGRAM-BASE RATE INCLUDES 15,799 BW AND 5,030 COLOR CLICKS, INCLUSIVE OF TONER AND SERVICE- CONTRACT# CONT9287-01	96618001023	596.73000	Month
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15,799X0123=\$194.33  
5,030X.08=\$402.40

8	OVERAGE FOR NETWORKED PRINTER PROGRAM. RATE INCLUDES 15,799 BW CLICKS, INCLUSIVE OF TONER AND SERVICE- CONTRACT# CONT9287-01. TO BE BILLED AFTER ALLOWED CLICKS ARE EXHAUSTED. RATE: \$.0123 PER CLICK FOR BW	96618001024	0.01230	Each
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9	OVERAGE FOR NETWORKED PRINTER PROGRAM-RATE FOR COLOR INCLUDES 5030 COLOR CLICKS, INCLUSIVE OF TONER AND SERVICE- CONTRACT# CONT9287-01. TO BE BILLED AFTER ALLOWED CLICKS ARE EXHAUSTED. RATE: \$.08 PER CLICK FOR COLOR	96618001025	0.08000	Each
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TERMS AND CONDITIONS OF RFP-RC-2019-006 INCORPORATED HEREIN BY REFERENCE.

**Authorized Signature**

*Paul J. Brennan*



Edwin J. Day, County Executive

Digital Cost Per Copy /Print Program

RFP-RC-2019-006

## **PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this RFP is to inform the private sector of a potential business opportunity to provide Digital Copier/Laserjet Printer Rental/Lease Services on a Cost-Per-Copy/Print basis. The objective of this RFP is to establish a contract for a Cost-Per-Copy/Print fleet program that maintains a high level of quality and services, has wide acceptance, and low administrative costs; and, delivers “best in class” document printing and reproduction systems.

Rockland County intends for this Request for Proposal to result in the selection of one provider of Digital Copier Rental Services on a Cost-Per-Copy basis and a Print Management Program on a Cost-Per-Print basis. All models being offered shall have the same look and feel control panel and be ADA compliant.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

## **BACKGROUND**

Since the implementation of the current Digital Copier Cost-Per-Copy program, ten (10) years ago, the County has limited the purchase of additional printers, scanners and fax machines. The **awarded** vendor shall be required to continue reviewing each department's current printing and copier needs and recommend the appropriate and cost-effective equipment level with a copier/printer/scanner under the Cost-Per-Copy program. This shall include the review of the volume on their copier/printer/scanner units and make recommendations regarding upgrading or downgrading the machines as required.

The intent of this Request for Proposal is to establish a Master Agreement contract wherein the contractor supplies the copier/printer and selected accessories, scheduled routine maintenance, repairs, all parts including drums, and ALL consumables (except paper) including staples and toner.

The County has estimated 1308 employees have network capability of which some may have partial or full access to the devices covered under this program.

### **New - Print Management Program.**

- The County of Rockland will implement a Print Management Program that provides for Laserjet Printer Lease/Rental Services on a Cost-Per-Print basis.
- The Laserjet Printers offered shall be Hewlett Packard **HP Laserjet M402dn Black and White and the HP Color Laserjet Pro M452dn Color or HP equivalent**. The County restricts the use of color copy/print options. At this time, the County has three (3) Ricoh printers provided for in the current Digital Copier Cost Per Copy program which will need to be replaced.

- It is the intent of the County to replace the majority of the networked printers shown in Exhibit 1.
- Contractor shall inventory the County printer fleet and provide confirmation of all printers to be replaced and integrated into the cost per copy/print program. a list of all networked printers with their locations to be included in the program. The Exhibit 1 identifies the current networked printers and their locations. Contractor shall tag all printers being replaced. Existing printers shall remain the property of the County and placed in a location designated by an authorized County Representative.
- Additional printers shall be added only upon authorization of the County’s Program Administrator.
- At a minimum, the cost per print program shall include the same services, equipment, maintenance, labor and consumables (with the exception of paper) as specified for the Digital Copier Cost-Per-Copy Program.

**Maintenance, Repair and Supply Program for existing networked printers:**

- Contract shall include maintenance, repair, and supply program on a Cost-Per-Print basis for our existing networked, printers.
- The County currently has approximately 115 networked printers. These printers average 34,964 black and white prints monthly, 14,4005 color prints monthly for a combined total annual average of 587,634 prints. Ninety percent of the County’s laserjet printer fleet is manufactured by Hewlett Packard

**Current Toshiba Devices - See Exhibit 2 which provides a complete listing of the fleet and includes the average monthly usage per device.**

- The County currently is under contract for 142 digital Toshiba Multi-Function Devices (MFD) which includes three photocopiers with coin boxes. Current contract also includes three (3) printers

Current Fleet – By Category

Category #1	35	PPM	Toshiba – 3555 – 32 devices
Category #2	45	PPM	Toshiba – 4555 – 65 devices
Category #3	65	PPM	Toshiba – 656 - 42 devices (6 have large capacity trays)
Category #4	85	PPM	Toshiba - 856 – 3 devices Ricoh Printers - 3 each

- NOTE: Category #'s 3 and 4 are not color print/copy capable
- The PPM specified for each category is based on B&W output and is a minimum requirement for each category.
- Historical Usage for current Toshiba Fleet
  - Annual - Black & White = 10,859,706
  - Annual - Color = 823,135



Edwin J. Day, County Executive

Digital Cost Per Copy /Print Program

RFP-RC-2019-006

### **ISSUING OFFICE AND RFP REFERENCE NUMBER**

The County of Rockland's Department of General Services – Purchasing Division is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation RFP-RC-2019-006. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **PURCHASES BY OTHER LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES**

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non profit agencies through our website: [www.rcpurchasing.com](http://www.rcpurchasing.com)
2. Any other political subdivision or Rockland County non profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non profit agencies is available on the Purchasing Division's website at [www.rcpurchasing.com](http://www.rcpurchasing.com). The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions and Rockland County non profit agencies.

### **SUBMITTING YOUR PROPOSAL**

NOTICE: By submitting a proposal in response to this RFP, offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the Director of Purchasing prior to the closing date and time for submission of the proposal.

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Proposals shall be submitted electronically through the County's Bonfire Request for Proposal Portal. Please refer to the instructions titled: [Proposal Submittal Procedures](#) for instructions on submitting your proposal electronically.



Edwin J. Day, County Executive

Digital Cost Per Copy /Print Program

RFP-RC-2019-006

When submitting (uploading) a proposal electronically through the County's Bonfire Portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

**LENGTH OF CONTRACT**

The Contract resulting from this RFP will be for a period of five years.

The County of Rockland reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

**PRICE GUARANTEE PERIOD**

The proposed price and/or hourly rates shall remain firm through the first contract period with no adjustments allowed. If the County exercises any of the option years of the contract, the Offeror may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment(s) shall be submitted thirty (30) days in advance of the anniversary date; in writing to the Director of Purchasing. Any and all price adjustments will be limited to the percentage increase in applicable CPI Index for the preceding 12 months. The County reserves the right to reject any request for price increase deemed excessive.

**STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include the County's Standard Terms and Conditions for Professional Service Contracts included in the RFP. Exceptions and or additions to the County's Standard Terms and Conditions are strongly discouraged.

Exceptions to the RFP Terms and Conditions, and/or the Standard Terms and Conditions for Professional Service Contracts must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered.

The County retains the right to refuse to negotiate on exceptions should the exceptions be excessive and not in the best interest of the County.

If negotiations are required, contractor must provide all documents in Microsoft WORD format for redline editing. Offeror must provide the name, contact information, and access of the person(s) that will be directly involved in legal negotiations.

**PROTEST PROCEDURES**

Protests Prior to RFP Opening: Protests regarding any aspect of the RFP document, attached materials and COUNTY award procedures must be submitted in writing prior to the RFP opening date and time (via e-mail, mail, or FAX) to:

Hon. Edwin J. Day  
County Executive  
11 New Hempstead Road  
New City, NY 10956

The County Executive or his designee will respond to these protests within ten (10) business days.  
Protests After Bid Opening/Notice of Intent to Award: Protests regarding the COUNTY's proposed selection of a



Edwin J. Day, County Executive

Digital Cost Per Copy /Print Program

RFP-RC-2019-006

Offeror after RFP opening and notice of intent to award announcement must be submitted in writing (via mail, FAX) to the Hon. Edwin J. Day, County Executive, 11 New Hempstead Road, New City, NY, 10956 (FAX: 845-638-5856). The protest shall be submitted within three calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. The County Executive or his designee will respond to these protests within ten (10) business days.

**DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the County. However, the County may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense. The County is not required to provide the opportunity for oral presentations to all offerors that submitted a proposal.

**CONFIDENTIAL / TRADE SECRET INFORMATION**

Offerors should be aware that pertinent facts relating to their proposals, excluding trade secrets or proprietary information, could potentially be released as soon as sixty (60) days after the selection of the successful supplier.

The County of Rockland is subject to New York State’s Freedom of Information law (FOIL). Should your submission, to this RFP, contain “trade secrets”, or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you must insure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

Marked information will be treated as Confidential Third-Party Information. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

Unpublished information pertaining to the County or its customers obtained by the proposer as a result of participation in this project is confidential and must not be disclosed without written authorization from the County.

**PROPOSAL RESPONSE FORMAT**

All proposals must include:

- Section I: Executive Summary
- Section II: Detailed Response
- Section III: Value-Added Considerations
- Section IV: Protected Information (if any)
- Section V: Cost Proposal (See Bid Table to be uploaded separately)
- Section VI: Exceptions to the RFP or Terms and Conditions
- Required Forms: Uploaded Separately on BonFire.
- Minimum Specification – Questionnaire – uploaded separately



1. **Executive Summary.** The one or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary.
2. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
  - A. A complete narrative of the offeror's assessment of the work to be performed, the offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
  - B. A specific point-by-point response, in the order listed, to each requirement in the RFP. The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Proposal response shall include a paragraph-by-paragraph response indicating how or that they do comply with the specifications. The proposal should not simply rephrase or restate the County's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the County has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

Proposal shall include a work plan outlining the transition and administrative support your company would provide if awarded the contract. Please include key activities and expected completion time frames from contract finalization. The Contractor selected will supply new, NOT used or remanufactured devices. The Contractor shall be responsible for providing ALL phases of copier/printer services. This shall include providing new copier/printer machines, providing prompt maintenance (both preventative and remedial), providing all supplies (except paper) including staples, providing accounting and invoicing data, providing delivery and copier set-up services, providing copier volume usage reports and providing both initial and continuous operator training. The costs for the foregoing services shall be included in the unit price per copy/print as stated Bid Table provided.

The County is interested in leading edge and innovative services that maximizes the value of its capital, operational and human resource investments in the creation, production, retention, and distribution of its printed documents.

3. **Value-Added Considerations.** Offeror may include any relevant services or products that will be provided to the County which are not specifically priced in their proposal; but which enhance the Offeror's proposal.
4. **Protected Information.** All protected information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing reader to the specific area of this Protected Information section.



Edwin J. Day, County Executive

Digital Cost Per Copy /Print Program

RFP-RC-2019-006

5. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Bid Table. The Bid Table is to be uploaded as a separate attachment to your RFP response. Please refer to the separate attachment titled: Proposal Submittal Procedures for instructions on submitting your proposal electronically. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being judged as non- responsive.
6. **Exceptions to Terms and Conditions.** Exceptions to the RFP Terms and Conditions, and/or the Standard Terms and Conditions for Professional Service Contracts must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered.
7. **Required Forms.** The following forms are required to be submitted with each proposal response as a separate attachment: The Statement of Required Disclosures, Representations and Certifications shall be completed and uploaded as separate pdf. file on the Bonfire Portal and includes:
  - a. Affidavit of Non-Collusion
  - b. Affidavit of Disclosure of Political Contributions
  - c. Certification Regarding Affirmative Action Plan and Business Dealings in Northern Ireland
  - d. Past and Present Performance Information Form for a minimum of three references
  - e. Disclosure of Supplier Responsibility Statement
  - f. Supplier Information Page
  - g. Certification Regarding Boycott, Divest and Sanctions (BDS) activities

# Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

## 1. Prepare your submission materials:

### Requested Information

Name	Type	# Files	Requirement	Instructions
RFP-RC-2019-006 Digital Cost Per Copy/Print Program (BT-69IR)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
Forms	File Type: PDF (.pdf)	1	Required	
Technical Proposal	File Type: PDF (.pdf)	1	Required	
Current Financial Statement	File Type: PDF (.pdf)	1	Required	
Manufacturer's Certification (See Section 5 of the RFP)	File Type: PDF (.pdf)	1	Required	
Minimum Requirements and Environmental /TCO Attributes by Category (Q-15BR)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.



Edwin J. Day, County Executive

Digital Cost Per Copy /Print Program

RFP-RC-2019-006

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://rocklandgov.bonfirehub.com/opportunities/13551>.

Please note that Questionnaires may take a significant amount of time to prepare.

### Requested BidTables:

The BidTable Response Templates can be obtained at <https://rocklandgov.bonfirehub.com/opportunities/13551>.

Please note that BidTables may take a significant amount of time to prepare.

## 2. Upload your submission at:

<https://rocklandgov.bonfirehub.com/opportunities/13551>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Apr 23, 2019 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### Need Help?

Rockland County uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



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Digital Cost Per Copy /Print Program

RFP-RC-2019-006

## 1. **STATEMENT OF OBJECTIVES**

The County of Rockland is soliciting for qualified proposals for the use of digital multi-function devices (MFD's) and laser jet printers on a cost-per-copy /print basis, in accordance with this request for proposal. Award resulting from this RFP will be a five-year term contract. There will only be one Master Agreement for a digital copier and print management program based on cost per copy/print pricing, wherein the contractor supplies the copier/printer and selected accessories, scheduled routine maintenance, repairs, all parts including drums, and ALL consumables (except paper) including staples and toner.

The County of Rockland is currently under a contract that provides a true cost-per-copy/print program and has not entered into a separate contract with a 3<sup>rd</sup> Party Finance Company. The County prefers not to enter into a separate 3<sup>rd</sup> Party Lease Agreement.

If the proposal includes a 3<sup>rd</sup> Party Lease Finance Agreement the proposal shall be scored and evaluated accordingly.

- Any requirement of a guaranteed minimum copies must be expressly stated in the proposal. The County of Rockland believes the usage data represents historical usage, therefore, by providing this data, the County prefers not to commit to a guaranteed volume. However, the County shall not guarantee more than 85% of the current annual volume as stated in the RFP. Based on the requirements of the final Master Agreement with the awarded vendor, any credits for any unused copies or overages will be payable or due on the next quarterly invoice.
- Examples of vendor's contract and/or any 3<sup>rd</sup> Party Finance Agreement shall be included in the RFP response and will be included in the overall rating and evaluation of the response. All exceptions to the County of Rockland Terms and Conditions shall also be listed out and will be part of the evaluation process.

The referenced equipment information provided in this Request for Proposal including the number of machines per type and historical numbers provided are for evaluation purposes to assist in determining the best value and best practices offered in the interest of the County of Rockland. The awarded vendor shall work with the Purchasing Division, ITS and the using departments to review each departments need and determine the best solution.

Each model of copier printer offered under this RFP, must comply with all general requirements stated herein plus those specific requirements applicable to the volume category for which that copier is being offered. The units provided under this solicitation shall all have the same look and feel control panel for all models and shall be ADA accessible.

Additional Contractor Requirements shall include but not be limited to:

- Provide recommendations to improve document printing and reproduction throughout the County agencies;
- Provide for review and acceptance a capture software, digital document routing system that accepts scanned documents and creates digital files for email attachment using the County address book;
- Maximize network printing within operational units;
- Minimize cost through deployment of best-value and best practices methods and technologies;
- Assess technology with the goal of capital and operational expenditure avoidance;

- The contractor shall provide Copy/Print/Scan/ Fax Management Software e.g. **PaperCut MF** to assist the County Program Administrator to track all MFD/Printer devices, track job and device management tools including available remote administration and maintenance, user network monitoring, secure print release, integrated scanning, control and report use, recover costs, allocate cost, enforce print policy and minimize waste.
    - The contractor shall be an authorized reseller of the software being proposed and be able to provide necessary maintenance, support and updates to the software. The contractor shall provide these services directly, outsourcing/subcontracting of services is prohibited. Software offered shall be licensed for the duration of this contract – 5 Years.
  - Provide printing and document management advisory services based on industry trends and innovation;
  - Provide management reports as identified by Purchasing and/or Finance as required including the ability for administrators to measure and evaluate activities by end user or group;
  - Establish a framework for decision making relative to crossing over network and local printing to copier/printer program.
2. The Cost-Per-Copy/Print Program service shall include delivery, installation, set up and made ready for use with removal of all shipping debris, providing all consumable supplies (except paper), emergency repair service during normal business hours (Monday through Friday, 8:00 AM. to 5:00 PM.), service, parts, periodic preventative maintenance, and unlimited operator training.

The vendor will provide on-call after-hours maintenance service if necessary for County Departments that operate 24 hours/7 days per week. (Example: Sheriff, Correctional Center, etc.).

3. Newly Manufactured:

For purposes of the initial installations and all subsequent installations over the duration of the term of this contract, all equipment shall be new and assembled for the first time from new components by the manufacturer. The County shall be the first user of the new equipment with no previous placements (ever) on rental or lease or ever placed in the contractors or customer location as a demonstration unit including employee home offices. All equipment performance and reliability standards shall conform to “new” specifications.

4. Parts:

All parts and components supplied by the contractor in the process of maintaining and servicing the new equipment for the duration of this contract shall be new Original Equipment Manufacturer, or rebuilt OEM parts by the manufacturer of the equipment. Rebuilt parts and components must be guaranteed to perform so the product specifications are met. Proposals shall include a complete description of the rebuilt parts process used by the manufacturer in creating recycled parts.

5. Manufacturers Certification:

Proposers must include with their proposal, certification from the manufacturer, executed by a corporate officer, stating that the Proposer is an authorized representative of the manufacturer and that all equipment is new. If the Proposer is other than manufacturer, they must submit prior to award of a contract, either: (1) a letter of commitment from the manufacturer which will assure the Proposer of a source of supply sufficient to satisfy the County's requirements for the contract period; or (2) other evidence that the Proposer will have an uninterrupted source of supply from which to satisfy the County's requirements for the contract period.

6. Minimum Copier Features:

This RFP lists minimum copier features that the Proposer must meet, however, the Proposer may exceed the minimum copier features by proposing faster, larger, and/or more featured machines. The Buyers Laboratory LLC Copier Specification Guide will be used to verify specifications for all copiers submitted in response to this RFP.

7. Technical Maintenance Support:

The contractor shall have sufficient management and qualified manufacturer trained and certified technicians to service all copiers supplied under the agreement. The contractor shall have a sufficient number of technicians to serve and support the requirements under this contract within the specified response time.

8. Special Purpose Copiers

The County Clerk's Office requires three machines with coin box or debit card attachments. These units shall be digital and must be user friendly with a wide array of options. We currently have four units with coin boxes - One machine for the Archives Building in Pomona and three machines for the County Clerk's Office in New City.

9. Replacement and Back-up Equipment:

Replacement copier(s) are defined as copier(s) that will be installed to replace a malfunctioning copier and will remain on site for the term of the contract. All replacement copiers must be new. Back-up copiers (loaners) are defined as copier(s) that will be installed on a temporary basis while the malfunctioning copier(s) is repaired or until a replacement copier(s) is installed. Back-up equipment will be required after a copier has been down for sixteen (16) consecutive businesses hours. Back-up equipment will be replaced within 30 days with the original machine or a new replacement. Back-up copiers will be of the same Copier Category or higher than that of the copier being replaced.



10. Parts/Supply Availability:

The contractor shall have in place an inventory and delivery system of parts in quantities sufficient to serve the requirements of the contract. The County will provide space on site for the contractor to establish a “Parts Locker” including backup toner and staples. It shall be the responsibility of the contractor to maintain stock levels for all parts in the “Parts Locker”. If adequate stock is not available at the site, the contractor shall deliver the necessary items within four (4) hours after a receipt of a service request. It is the responsibility of the contractor to track the inventory and usage of parts to insure adequate availability.

11. On-Site Spares:

There shall be **two onsite spares** to be used if a department’s copier cannot be fully functioning within the 4 hour response time or as agreed upon. One unit shall be located on the New City campus and one shall be located on the Pomona campus. There shall be no cost to the County for these spares.

Short-term copy machine support will be available (e.g., when the County needs the use of additional machines on a short-term basis).

12. Contractor Reports:

The contractor shall be required to provide the following reports in a digital format:

- a) **Monthly / Quarterly Reports:**  
The contractor shall provide a detailed report per machine per department of the chargeable copies, prints and scan less the meter credit. This report shall be included with each monthly/quarterly invoice.
- b) **Quarterly Reports:**  
The contractor shall maintain an inventory record that identifies all equipment delivered under this contract. Complete fleet information shall be available for the duration of the contract including equipment removed from program, last meter readings, moves including meter readings into the department and out of department.

The inventory record will be provided to the Director of Purchasing on a quarterly basis and is due the 10<sup>th</sup> calendar day for the previous quarter and shall contain:

- (1) Make and model, agency, location and serial number of all installed equipment;
- (2) Contractor’s record of performed maintenance and repair;
- (3) Monthly volume by machine or copies produced;
- (4) Total billing for all copying services provided during this period;
- (5) History of moved, removed and all copy counts on machines

- c) **Semi-Annual Reports:**  
The contractor shall provide a semi-annual usage report to the Director of Purchasing for each location by machine. At this time the contractor shall review the copier volume classes and make recommendations based on the over usage/under usage of the machines.



d) Special Reports:

The contractor shall provide a report to the Director of Purchasing indicating the actual yearly volume of copies produced by each machine. This report will be provided during the first month of years 2 through 4 of the contract.

e) Down-Time Reports:

The contractor shall provide a quarterly report to the Director of Purchasing indicating both countywide downtime percent and individual downtime percent for each copier. Any machine recording 5% or more downtime shall be replaced with a new machine immediately.

f) Average Response Time Reports:

The contractor shall provide a quarterly report to the Director of Purchasing indicating both countywide average response time and individual response time for each copier.

g) Historical

All Fleet information shall be available for the life of contract, especially service history. History shall be available either online or through a written report provided by the contractor upon request.

13. Meter Card Requirements:

The contractor will be responsible for physically taking meter readings monthly or quarterly at each copier. This can be physically done or via on-line reporting. All meter readings shall be accomplished in one day and be scheduled for the same day each month or the end of each quarter. The Contractor is free to propose the use of any automated device, Web-based job management tool or process that may assist in this process, provided it is at no additional cost to the County and is compatible with the network environment specified. The copy volumes will be shown on a report produced and supplied by the contractor. The report will contain the following data: machine serial number, meter reading, an "unusable copies" count, the number of copies used during service calls, and an authorized key operator signature. The meter report will be sent to the Director of Purchasing for each site by the 5<sup>th</sup> day of each month for the previous month's service or quarter. Meter readings will constitute the total copy volume for a single calendar month or quarter.

**14. Occupational Health and Safety Act Standard 1910.1200**

In compliance with Federal statutes, a Safety Data Sheet (SDS) containing the following must accompany any chemical product delivered under this contract:

- The chemical name and common name of the toxic substance.
- The hazards or other risks in the use of the toxic substance.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment.
- The emergency procedure for spills, fires, disposal and first aid.

**15. Electrical**

All copiers shall require not more than standard office 115-120v outlets. The County shall provide all 115-120v electrical connections. If 208 connections are required, the County shall be responsible for installing such connections at its own expense. Contractor shall be responsible to coordinate with Facilities Management the installation of any needed connections prior to delivery and installation of devices.

**16. Surge Suppressors**

All copiers shall include a surge suppressor appropriate for size machine and plug configuration and shall be replaced by awarded vendor at no additional cost to the county as needed. The minimum requirements shall be:

- An external Power Filter / Surge Protection device that provides EMI/RFI noise filtration and protection against low voltage and high voltage spikes and transients must be available as an accessory. This is in addition to any internal surge protection.
  - Must operate in continuous mode – no over voltage shut off disconnect.
  - Power Filter unit must also provide protection for network / RJ45 cables and must be ETL verified to CAT5e standard or higher.
  - If the fax option is taken, then the Power Filter / Surge Protection device shall provide for In/Out RF11 modular jack and contain automatic re-settable fuse in protection circuit.
  - Power filter unit must also provide FCC certified fax/modem protection.
  - As an end user safety standard, the unit must not provide power if the wall outlet is not properly grounded.
  - UL Listed and marked on each product.
  - A letter of certification from the surge suppression /power filter manufacturer must be included with the RFP response confirming that all specifications have been met.
- An operator's manual shall be furnished with each copier.
  - A stand, table or similar equipment **MUST** be provided for all non-floor models at no additional cost to the County.
  - Accessories such as sorters, document feeders, large capacity trays, etc., must be available as specified in the detailed item specifications.

- All digital equipment shall have the capability of network connectivity and be PostScript II and III compliant.
- All Digital Copiers shall have network printer capability using Ethernet 10/100Base-TX, TCP/IP.
- All equipment/software must be compatible with networking protocol TCP/IP and be capable of operating from Novell Netware 6.5, Windows 9, and Windows 10.
- All digital equipment offered must have 10/100MB Ethernet connection.

17. Network Services:

The County utilizes digital imaging systems with multi-functional features and capabilities. At time of contract all equipment shall include the software, hardware and capability to print, fax, scan to local mailboxes and retrieved through a client on each PC and have the ability to scan to email. All machines shall be hooked up to the appropriate network.

18. Network Environment – The County currently maintains and operates three (3) separate Networks

- Countywide Network
- Sheriff RCPIN Network
- Department of Social Services (DSS) State Network

The County IT Departments for each network will be responsible for manually loading or pushing out the required driver software to PC Workstations and install and update software as needed.

Countywide Network, DSS/DFA State Network, Sheriff RCPIN Network

The County's computing environment contains a 100 MB Ethernet/Fiber Backbone.. The County also supports a wide range of environments including IP, Novell Netware 6.5, Windows 7, and Windows 10.

Network security and/or firewalls will create obstacles for contractor to:

- Gain Remote access to PC's, servers and devices on the network.

19. Software Technical Support –

- The proposal shall include an outline of support services including establishing direct lines of communication between the County technical staff and the manufacturer(s) of the equipment offered.
- The Proposer shall provide Novell Certified Network Engineer (CNE) support for networked digital output devices and LAN interface upgrades, including hardware and
- The Proposer shall provide Microsoft Certified Network Engineer (MCSE) support for the network digital output devices and LAN interface upgrades, including hardware and software.

- The Proposer shall be a Novell Platinum Partner and participate in the Microsoft Certified Solution Provider (MCPS) program.
- The Proposer agrees that Network Services includes all actions to diagnose, restore to manufacturer's and County's specifications and correct product and software malfunctions to their original capability.
- The contractor shall be responsible for backing-up and restoring of information stored on electronic media when the repair or replacement could affect any data stored on the equipment.
- The contractor shall keep complete records available to the County, documenting all programming changes, software installations or upgrades and trouble fixes including those done remotely and provide support to all agencies to insure connectivity.

## 20. Responsibilities and Duties of the Contractor:

- Contractor shall ensure that no equipment or supplies will be delivered to the site(s) prior to the date(s) agreed upon in the phase-in schedule by the County's representative.
- Contractor shall be responsible for all material(s) shipped prior to and during installation until the County gives acceptance in writing. All risk of loss or expense associated with storing material(s) prior to the date of acceptance by the County is the responsibility of the Contractor.
- Contractor shall provide and pay for all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly, plus inspection, before and after, installation of all items specified herein.
- Contractor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as tools, installation equipment, machinery and surplus materials during the progress of the work and until completion thereof. The Contractor shall remove from the premises all crates, wrappings, and other waste material or trash from the building. If the premises are not maintained properly, the County may have any accumulations of waste materials or trash removed with costs to be incurred by the contractor as deemed appropriate.
- Contractor shall designate a Copier Program Manager who will be authorized to make decisions on behalf of the Contractor to ensure that the contract implementation and day-to-day operation is as specified.
- It will be the responsibility of the contractor to have qualified, trained sales/service staff personnel to provide software and technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc. Contractor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Contractor's staff. Such assistance shall be available at no cost and within twenty-four (24) hours of notification by the County.

- The Contractor shall provide, at no additional cost, an Operator Training Program for a primary operator, back up key operator and an operations demonstration for the casual users; to be scheduled at mutually agreed times to the initial installation and quarterly thereafter if requested.
- As part of the Contractor's complete implementation plan, training on copier operation and network print will be scheduled by the Purchasing Dept. Contractor will focus its staff of digital and equipment training to accomplish the initial training on site. When the initial installation is complete, the Contractor training staff will schedule a follow up review with each department. Contractor will call all key and secondary operators within 30 days after the initial training to determine if additional training is necessary.
- Contractor will continue training, as needed, at the option of the County of Rockland at no additional cost.
- The County will provide a single location where the County "Key Operators" will be able to view the machines. The awarded vendor shall supply one of each model machine offered. The vendor will conduct the training of the Key Operators. Training shall be conducted over a period of two to three days. However, the awarded vendor will be responsible to coordinate separate individual training session for those Departments that operate 24/7 as indicated below.
  - A sample of all training materials shall be included in the Contractor's response (Indicate "Training Aids") and will be updated and made available during the contract term.
  - Several Departments workforce are covered by various shifts. Training shall cover all shifts as needed.

Law Enforcement Shifts:  
8:00AM – 4:00PM, 4:00PM to 12:00AM, 12:00AM to 8:00AM
- It is the responsibility of the contractor to notify the County when a copier is discontinued by the manufacturer and becomes unavailable. Any discontinued model that is in use and operational, will not be replaced until it is no longer serviceable. At that time, the County's authorized representative must approve the replacement model offered by the Contractor. Such approval is contingent upon compliance with the following conditions:
  - The replacement copier is of equal or greater technology and offers the same or better features than the discontinued model.
  - The replacement copier has the same or less than cost-per-copy prices than the discontinued copier.

- At any time during the contract period, should the Contractor introduce new or improved models of copiers as replacements for models initially approved under this contract, he/she shall submit in writing to the County's authorized representative, the proposed substitution for approval. Any proposed model offered must be of equal or greater capability as the model to be replaced.

## 21. Problem Machine Replacement:

The contractor shall replace machines having demonstrated a history of "excessive down time" with a new machine of equal or better features, unless the user agency declines. Excessive down time shall be defined as six (6) or more service calls in one month. Downtime is calculated from the time the agency places the service call, and ends when the machine is up and running (See Guaranteed up Time). Service calls that are operator induced will not be counted. To qualify for replacement, the following steps must occur:

- a. The User Agency must document the service log as to number of times per month the machine has required service, number of hours the machine is down, nature of problems, and reoccurrence of same problems.
- b. The user agency must contact the CPC program manager and discuss their concerns regarding the overage of service calls. The CPC manager will research the matter and follow-up with a return phone call and a plan of action.
- c. A supervisor shall be dispatched on-site to ascertain the malfunctions and make a determination as to what course of action will be taken:
  - 1) Repair the Machine.
  - 2) A determination made for complete reconditioning.
  - 3) A determination made for replacement.
- d. If it is determined reconditioning is the best solution, a back-up machine will be sent and the user agency's machine returned to the shop for a comprehensive reconditioning. If the user agency overrides the supervisors' decision, thus insisting on a replacement, the decision to replace shall take precedence over the supervisor's decision.
- e. If a determination for reconditioning prevails, the machine performance after reconditioning will be monitored by the CPC program manager and the user agency. The County understands that during the "break-in" period of either a new machine or a reconditioned one, service calls are eminent. However, calls exceeding the standards established shall cause the machine to be replaced with a new unit of equal size and features without question.

22. Service Repairs:

It will be the responsibility of the contractor to provide service within two (2) hours, on-site, after a call is placed during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday. Preventative maintenance will be based upon the specific needs of the copier as determined by the Contractor. All maintenance parts and labor costs shall be included in the cost-per-copy price. The Contractor will be required to provide service records on all machines covered under this contract to the Director of Purchasing. Failure to meet the 2-hour on-site response time on a continual basis as documented by the user agency shall result in liquidated damages as specified.

NOTE: The County has had a fulltime onsite dedicated service technician included with our last three contracts.

This enables the contractor to

- Properly maintain the fleet
- Quickly troubleshoot /identify problematic machines
- Expedite needed repairs
- Eliminate unnecessary down times and interruption of service

The County prefers a full time dedicated service technician on site during normal business hours Monday through Friday between the hours of 8:00AM and 5:00PM. The inclusion or exclusion of a dedicated service technician in a proposal will be evaluated in accordance with the criteria set forth in this RFP.

Contractor shall have available seven (7) day coverage for departments that work 24/7. An 800 # shall be provided for this coverage.

Contractor shall have available and operational a meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies in servicing or repairing the machine. This provision is not intended to cover defects in copy quality, which are the result of operator errors (incorrect paper selection, operation of machine with insufficient toner, etc.). The credit must be presented to the key operator at the time of service.

Contractor is responsible for any damage to the premises of any site as a result of the installation and shall repair and restore to the original condition any area so damaged within the timeframe designated by the County.



23. Cost-Per-Copy (CPC) Program Manager;

The Contractor shall provide the County with a dedicated cost-per-copy program manager whose responsibilities shall be to coordinate placement of all contract machines. This includes being pro-active and relocating over-utilized or under-utilized equipment and adding or deleting accessories, as necessary, to satisfy the customer, and providing any other ancillary services. This position will efficiently "manage" all of the copiers in this program while maintaining complete customer satisfaction. The Contractor must assign a specific individual to the program manager position. Once assigned to work under this contract, this person shall not be removed or replaced without prior written approval of the County's Director of Purchasing.

The detailed duties of the program manager shall include, but not be limited to:

- a. Daily Questions - The CPC Program Manager will be the first contact for the using agencies regarding all copier-related issues. The using agency will only contact the Purchasing Division in the event the CPC Program Manager cannot resolve the problem or the user is not satisfied with the level of service provided by the CPC Program Manager. If messages are left in voice-mail for the CPC Manager, he/she must respond to the County agency staff within two (2) hours.
- b. Supplies – The Contractor will provide a system for each agency to order all consumable supplies for delivery directly to each agency within 48 hours. Contractor shall provide a toll-free telephone number or website for this purpose. The toll-free number and/or web address shall be prominently displayed on each copier. Each copier shall be delivered with one month of supplies.
- c. Supplies shall be properly addressed to the Key Operator for the machine ordered.
- d. The Contractor shall maintain a Key Operator (Primary and Secondary) database for the fleet. Each department shall be responsible for providing an overall department contact but all divisions and agencies shall provide Key Operators to be involved with the Day-to-Day activities of their machine.
- e. Invoicing- The CPC Program Manager will be responsible for verifying the accuracy of all invoices and will investigate any discrepancies. This includes resolving all invoice-related problems with the County's Purchasing Division.
- f. Repairs- The CPC Program Manager will contact the using agency to ensure all repairs were performed to their satisfaction. This includes response time and expediting any parts which may have to be installed.



- g. Meter Readings- The CPC Program Manager will obtain meter readings and therefore be responsible for the accuracy and verification of the readings.
- h. Relocating Copiers- The CPC Program Manager is responsible for identifying and relocating copiers, which are not properly categorized with respect to over-utilization and/or under-utilization, adding new units to cover the printing cross over, etc. Upon approval by the Director of Purchasing, the CPC Program Manager will install the appropriate volume copier and remove or relocate the existing machine.
- i. Replacement Machines- The CPC Program Manager will coordinate the installation of replacement copiers, either temporary or permanent.
- j. Copier Operations- The CPC Program Manager is responsible for answering questions regarding copier features, special copying requirements, machine capabilities, etc. In addition, the CPC Program Manager in accordance with the manufacturer's specifications shall coordinate the scheduling of all preventative maintenance including drums.
- k. General Correspondence- The CPC Program Manager will be the primary contact for all correspondence between the contractor and the County.

24. Cost-Per-Copy Pricing:

The County currently has four (4) categories of copiers to cover its copier requirements and is proposing two printer models. Copiers that are proposed must meet or exceed the minimum requirements specified. It should be noted that color capabilities are subject to the approval of the Department Head and the County Program Administrator. Ranges in copies per minute that are acceptable for each category are specified in the minimum requirements.

Volumes indicated are based on historical information of the current contract usage. Information provided in this RFP has been downloaded from all networked machines using FM Audit. Out of the current 143 MFD's in the fleet, 143 are networked.

The County has determined that it is in the best interest of the County to limit the bands of copiers available to our end users. The categories and minimum requirements listed in the Questionnaire (download from Bonfire Portal). Contractors are to complete this questionnaire for each category listed and submit with their proposal in accordance with the instructions provided. Exhibit #2 identifies the current copier fleet by category and the average monthly volume per device for both black & white and color clicks.

A cost per copy/ print shall be submitted for each Copier Category and Printers offered, for each individual copy/ print made as indicated on the Bid Table.



Edwin J. Day, County Executive

Digital Cost Per Copy /Print Program

RFP-RC-2019-006

The contract will be a "cost per copy/print" contract. This means that the County of Rockland pays only for the total number of photocopies and prints (clicks) made on each machine less the operational meter credit arrangement, rather than purchasing or leasing the machines themselves. There shall be no charge for scanning documents or outgoing fax transmittals. The vendor owns the machines and is responsible for all maintenance and supplies such as staples, toner, and toner cartridges. Paper is not included in the contract. Quarterly usage reports/invoices shall be submitted and detail at a minimum, by machine, machine, machine ID, location, current meter read, prior meter read, operational meter credit deducted, net billable clicks.

During the first THREE years of the contract the County can add to or subtract from the total number of copiers initially installed under this contract. Additional copiers will be added at the "Cost-Per-Copy" rates submitted for this contract. The County will incur no additional charges for adding equipment during the first THREE years of the contract. Equipment added during the first THREE years of the contract will be removed at the original termination date of the contract.

Additional copiers/printers placed after year THREE of the contract will have a 60-month commitment from the date of installation, and shall be billed at the cost-per-copy/print per category submitted with the original RFP and made part of the contract.

The awarded vendor shall be required to review each department's printing and copier needs and requirements and recommend the appropriate cost effective equipment level with a copier/printer/scanner under the Cost-Per-Copy program. This shall include having to review the volume on their current copier/printer/scanner unit initially placed in the department under this solicitation and upgrade if needed.

**25. PRICE AND PRICE ADJUSTMENT**

This is a COST PER COPY/PRINT CONTRACT. All prices shall be F.O.B. Destination Prepaid and allowed and shall include all materials/services specified herein in; including any changes that may be imposed in fulfilling the terms of this contract.

**26. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES**

The quantities (volumes of copies) specified in this solicitation are based on estimated historical usage and will be used for the purpose of the County's RFP evaluation. To the best knowledge of the County, this is the historical usage of copies. The County makes no guarantee as to copy usage on a countywide basis or individual units. The awarded vendor shall review the individual machine usage, departmental printing needs and recommend the "best value" copier to meet departmental needs.

The Copier Program Manager shall make every effort to ensure that the placement of copiers by volume classification are directly related to the estimated average monthly volume of copies produced at a given copier site. For the first six- (6) months during the transition period there will be no changes to the copier placements unless requested by the County. After the transition period, if there is over use/under use for three (3) consecutive months at any location, then the Contractor may recommend in writing, with supporting documentation of the usage history, to replace with a correct volume machine. The final decision as to the correct volume classification of machine shall be solely that of the County.

27. DELIVERY & IMPLEMENTATION TIMELINE:

- The Contractor shall provide the County with a phase-in schedule that outlines projected quantities of MFD's / Printers to be installed and made operational at all County facilities, fifteen (15) calendar days after contract award.

The phase-in of devices for this program shall be completed in two Phases

**Phase 1 – MFD's**

All MFD's shall be delivered, installed, and operational within sixty (60) calendar days after contract award. All training requirements shall be met.

**Phase II – Network Printers**

It is the intent of the County to replace the majority of the networked printers shown in Exhibit 2.

Contractor shall inventory the County printer fleet and provide confirmation of all printers to be replaced and integrated into the cost per copy/print program. a list of all networked printers with their locations to be included in the program. The exhibit 2 provided is an estimate of printers and their locations. Contractor shall tag all printers being replaced. Existing printers shall remain the property of the County and placed in a location designated by an authorized County Representative.

Replacement printers shall be tagged, delivered, installed and operational within thirty (30) calendar days after the completion of Phase I or at a later time upon authorization by a Rockland County Representative.

28. TECHNICAL LITERATURE

Each RFP response shall designate on the Cost Proposal Page(s), the manufacturer and model or stock number for each item. Detailed descriptive literature for all equipment being offered must also be included with the RFP. Such literature must provide information on electrical wiring needs, space requirements, networking requirements, and all technical data required for a full evaluation. Failure to provide the technical literature may be just cause for rejection of the RFP proposal.

Each RFP response shall include detail documentation and any additional associated costs, if not included in cost-per-copy charge offered, for support services such as, but not limited to, web monitoring, document management, captive software, etc.

29. RISK OF LOSS OR DAMAGE

The Contractor shall hold title to all equipment and accessories provided under this contract. Even though the copiers and accessories will be installed on County premises, the County shall be relieved from risk of loss and/or damage during the period of transportation, installation, or during the entire time the equipment is in the possession of the County, except when loss or damage is due to fault or negligence of the County. If damage or loss occurs to the installed equipment caused by negligence or willful act of the County, reimbursement to the Contractor may be made as follows:

The Contractor shall submit an invoice and a written damage or loss evaluation/claim to the County's Director of Purchasing. If the damaged equipment can be repaired, the Contractor will invoice the County at the Contractor's lowest current Manufacturer's List price rates for parts and

30. GUARANTEED UP TIME OF MFD's and Printers

The Contractor will be required to provide an UP-TIME GUARANTEE on all copiers of at least 95% during every calendar month. Down time is calculated from the time the Agency places the call, and ends when the machine is up and running correctly (A calendar month consists of normal business hours 8:00 AM to 5:00 PM, Monday through Friday, except for County holidays). If a machine does not meet the 95% requirement during a month, the Contractor will be required to provide a credit to the County against the invoice for this machine equal to the amount of down time as calculated against projected monthly usage. If the machine does not meet the UP-TIME GUARANTEE for two (2) consecutive months, the County may require that the machine be replaced. The UP-TIME GUARANTEE shall remain in force during the entire term of the contract.

31. LIQUIDATED DAMAGES FOR FAILURE TO MEET FOUR HOUR SERVICE CALL RESPONSE TIME

If the Contractor fails to provide repair service within the required four (4) hours from the time of notification, a \$50 liquidated damages charge will be deducted for each incident.

Alternatively, if delivery or performance is repeatedly unsatisfactory, the County may terminate this contract in whole or in part and in that event, the contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the County may reasonably obtain delivery or performance of similar services and supplies.

32. WITHHOLD SERVICE AND/OR SUPPLIES

At no time shall service and/or supplies be withheld due to non-payment or other issues. All services and supplies shall be performed and provided while any discrepancies are worked out.

33. ADDING / RELOCATING MFD's and Printers

The County reserves the right to add additional copiers to the Cost-Per-Copy Program at any time during the contract period at the cost per copy bid. Equipment added during the first THREE years of the contract will be removed at the original termination date of the contract. Additional copiers placed after year THREE (3) of the contract will have a 60-month commitment from the date of installation and shall also be billed at the cost-per-copy submitted with the Contractor's proposal. Historically, the County adds approximately 3-4 copiers per year. In addition, the County reserves the right to have a copier relocated after the initial installation at no cost to the County.

34. CANCELLATION OF A MFD/PRINTER SERVICE LOCATION

The County will provide thirty (30) days' notice when the services of any copier is to be cancelled. Cancellation will be at no cost to the County. Cancellation notification will contain the following information:

- Copier location by agency, building and room number
- Copier model and serial number
- Meter reading
- Date copier will be available for removal

Note: All expenses and the coordination for this pick up shall be the responsibility of the contractor.

35. EMERGENCY PURCHASE

The County reserves the right to make emergency purchases from other sources, should the Contractor be unable to furnish the required item/service within the required time frame. Should this occur, the cost incurred by the County to source such purchases shall be deducted from the Contractor's monthly invoice.

36. STATE CONTRACT AND GSA PRICING FOR OPTIONS

Proposals shall include a copy of the manufacturer's New York State Contract Pricing Schedule and GSA Pricing Schedule for each copier proposed. These price lists will be used to price any additional add-on options that may be needed during the life of the contract.

37. DEPARTMENTAL PRIMARY AND SECONDARY POINT OF CONTACT

Awarded vendor shall be responsible for collecting and maintaining a primary and secondary point of contact for each machine. The Departmental contacts will be for coordinating training, ordering and receiving supplies, electronic meter reading (if necessary), etc.

38. SECURITY

Due to security factors, secured locations and other factors, the County reserves the right to request that the Contractor not rotate several technicians in and out of the County Campuses. Background checks will be performed to gain access to locations to include, but not limited to the Correctional Center. There may also be clearances needed to bring repair equipment and tools into the Correctional Center and through the security equipment located at the Courthouse.

Data Encryption, HDD Overwrite, & Authentication is required on each category of machine as stated in the Minimum Requirements – Awarded Vendor shall certify that all hard drives of each machine has been clean/wiped to Department of Defense standards at the end of the contract when the machines are returned.

39. INVOICES AND PAYMENT

The Contractor shall submit in duplicate, an invoice that reflects the total monthly billing amount due for all locations by department with an itemized break down by volume category containing the following information:

- A complete listing by County Department, site location and machine serial number of each copier in that volume category
- Copy counter (meter) readings at the beginning and end of the month for each copier
- Total copies chargeable to each copier for that month and the applicable County department's accounting data
- The total cost incurred by the production of those copies

The invoice must be dated and contain the following information:

- Name and address of Contractor
- Contract number
- Payment terms as per RFP proposal
- Purchase Order Number

Failure to provide this information will cause the County to return the invoice for corrections and thus delay payment.

All invoices must be submitted AFTER the CPC services have been provided at the end of each month. Invoices shall be submitted to the Department of General Services - Purchasing Division.

40. LATE FEES

There shall be no late fees.

41. USE OF COUNTY FACILITIES

The County will provide approximately 150 square feet of office/storage space for use by the Contractor. This area may be used as a potential workstation for technicians, office for the CPC Program Manager or storage for supplies, spare parts, etc. The Contractor will be fully responsible for all other necessary requirements to make the space usable for its purposes. This includes, phone service, security, furniture, shelving, etc. Parking will be available, however no guarantee can be made as to the location.

42. CONTRACTOR'S QUALIFICATIONS

Proposer must be qualified by experience and have adequate financing to provide the equipment and services set forth in this RFP. A potential proposer shall demonstrate this ability by providing the information set forth below.

The Proposer must demonstrate that it has provided acceptable cost-per-copy services. In order to meet this requirement, the Proposer must be able to show that at least 100 total copiers were being provided on-call, day-to-day, full service at the same time for a minimum of three organizations in the New York Metropolitan Area, and that these machines were provided and maintained by the proposer. This experience must be evidenced by a letter from each entity which certifies that the Proposer has provided to the entity "\_\_\_" number of machines over a "\_\_\_\_" period of time and that all machines were serviced as described in this paragraph.





Edwin J. Day, County Executive

Digital Cost Per Copy /Print Program

RFP-RC-2019-006

The Proposer must demonstrate that is currently has a local Metropolitan New York area service unit that can provide a sufficient number of skilled technicians, fleet equipment, management personnel, and an adequate inventory of repair parts to effectively support the County's cost-per-copy program.

If the Proposer seeking to submit a proposal in response to this RFP is not the manufacturer of the copiers intended to be offered, then the proposer must provide a written letter from an authorized representative of the copier manufacturer. The letter must state, unequivocally, that the manufacturer agrees to assume responsibility for the performance of the balance of any contract awarded by the County as a result of this RFP, in the event the Proposer fails to perform acceptable services under the contract.

The Proposer shall disclose if, during the past 5 years, it has made a general assignment or general arrangement for the benefit of creditors; filed a petition for adjudication of bankruptcy or for reorganization or rearrangement which was not dismissed in 30 days; had a trustee or receiver appointed to take possession of any of its assets and for which possession was not restored within 30 days; or had any of its assets subjected to attachment, execution, or other judicial seizure which was not discharged in 30 days.

The Proposer shall have been in the copy rental (cost per copy) business for a minimum of three (3) years.

The Proposer shall have represented the proposed equipment line for a minimum of two (2) years.

The Proposer shall have been in the networking support business for minimum of three (3) years.

Social and Environmental Responsibility Contractor shall include in Proposal response a full description of the manufacturer's mission as it relates to the environment. Include any ISO or other certifications. Include a detailed toner/imaging cartridge recycling program. All machines shall be Energy Star compliant, lead-free, halogen-free, chromium-free, RoHS and WEEE compliant. Proposal response shall include the completion of the Environmental/Total Cost of Ownership (TCO) Attributes as they appear on the Questionnaire provided.

43. OCR Software

The County has approximately 1,600 PC Workstations at various facilities throughout the County. Currently there are 30-40 users that have OCR Software, however, the County estimates that up to 30% of the total County users may require OCR software. Proposals should define the proposed OCR Software and include the cost per license. It is not anticipated that the County will realize significant change in the number of PC's during the term of this contract. Software requirement is described below:

Software included shall include all of the following: Ability to scan to .pdf form, ability to "drop and drag" files to programs such as MS Word, Excel, etc. in order to edit (OCR). Software such as Omnipage Pro 12.0 or later is desired, but equivalents will be evaluated. OCR shall be made available to the County ITS staff to install on an as needed basis.

44. EXPERIENCE

Relevant and Past Experience: General – Each Offeror shall submit a past and present performance section with its proposal, containing past performance information in accordance with the format contained in The Past and Present Performance Information Form. This information is required on the Offeror and all subcontractors, teaming partners, and/or joint venture partners. Offerors are cautioned that the County will use data provided by each Offeror in this Section and data obtained from other sources in the evaluation of past and present performance.

Relevant Contracts – Submit Past Performance Information on 5 recent contracts that you consider most relevant in demonstrating your ability to perform the proposed effort. Also include information on 5 recent contracts performed by each of your teaming partners and significant subcontractors that you consider most relevant in demonstrating their ability to perform the proposed effort. Include rationale supporting your assertion of relevance.

Financial Statement of the Corporation: Each Offeror shall submit the most recent financial statement for the company. The County reserves the right to use third-party companies to verify financial information provided in each proposal.

Staffing & Personnel Biographies: Personnel qualifications and experience should be detailed as part of the Technical Proposal. Include resumes for all personnel and subcontractors to be assigned to this project.

45. RESPONSIBLE CONTRACTOR/CONSULTANT:

The County of Rockland retains the right to accept any and all offers and to determine what constitutes a “responsible Contractor/Consultant”.

**Specific items, but not limited to, that may be considered in determining responsibility are:**

- Financial information relative to the Contractor/Consultant
- Past performance of the Contractor/Consultant as it related to proposal
- Information relative to experience, reliability and competence as related to proposal
- A Contractor/Consultant’s past or present criminal involvement or “corrupt conduct”, including whether there are pending criminal investigations of or indictments against the Contractor/Consultant
- Willful violations of the prevailing wage provisions of the Labor Law as it related to proposal.
- Contractor may be required to provide additional information, after the proposal opening, to elicit relevant information as part of the evaluation process to determine responsible Contractor/Consultant.



**PROPOSAL EVALUATION CRITERIA**

An Evaluation Committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

**WEIGHT****EVALUATION CRITERIA**

- |          |  |
|----------|--|
| 250 pts. | Desirability and effectiveness of the equipment offered including network printing, faxing & scanning options and proposed network management software.  |
| 250 pts. | Level of commitment to service aspects of this contract. Proposed Cost Per Copy Manager. Overall management and reporting. Service, repair and maintenance plan. Equipment, parts and supplies, ordering process and delivery guarantees. Training and implementation plan/schedule. |
| 200 pts. | Past and Present Performance and previous experience with County and references from customers with programs of similar size of fleet and scope of work.   |
| 300 pts. | Cost Proposal Cost including payment terms and discounts over the contract period.   |

All proposals in response to this RFP will be evaluated in a manner consistent with the Rockland County Procurement Policy, rules, policies and the evaluation criteria established in the RFP.

**Responsible Bidder:** Award will be made only to “responsible” offerors possessing the ability, experience, willingness, and integrity to perform successfully under the terms and conditions of the contract. Responsibility is a procurement issue that is determined by the recipient after receiving bids or proposals and before making contract award in ascertaining whether or not a bidder is responsible, information may be requested from bidder to discuss and assist in determining responsibility.

**AWARD OF CONTRACT**

Award shall be made to the offeror whose proposal is the most advantageous to the County taking into consideration price and the other evaluation factors set forth in this request for proposals.

The County reserves the right to award the contract(s) to a technically qualified lower cost offeror(s) in the event the high scoring offer is determined to not be the best value offered to the County, based on a cost benefit analysis.



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RFP-RC-2019-006

**STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE CONTRACTS**

*The term "County" shall mean the County of Rockland.*

*The term "Offeror" shall mean a person or entity who makes a specific proposal to another (the County) to enter into a contract.*

**ACCEPTANCE OF PROPOSALS**

This RFP should not be construed as a contract to purchase goods or services. The County is not bound to accept the lowest price or any proposal of those submitted.

**ACCEPTANCE OF TERMS**

All the terms and conditions of this RFP are deemed to be accepted by the Offeror and incorporated in its proposal except those conditions and provisions that are expressly excluded by the Offeror's proposal.

**AMENDMENTS TO REQUEST FOR PROPOSAL**

Any verbal information obtained from or statements made by the Director of Purchasing or his designee at the time of pre-proposal meetings or site visits shall not be construed as, in any way, amending the RFP documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing shall become a part of the Contract. Any addendum issued during the RFP process shall be included in proposals and become a part of the Contract Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**

Offeror agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

**APPROVAL OF FEDERAL, STATE AND LOCAL AGENCY**

Notwithstanding any other provisions of this Agreement, County shall not be liable for any payment or compensation to Offeror until the Services rendered by Offeror under any resulting Agreement meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the Services to be rendered under this Agreement and which provides funding in whole or in part for the Services provided under this Agreement.

**AWARD OF CONTRACT**

The County reserves the right to award a contract in part or in full, or not at all, on the basis of responses received.

If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposal will be most advantageous to the County as set forth in the Evaluation Criteria.

When award Occurs: Award of contract occurs when a formal contract has been finalized or other evidence of acceptance by the County is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

**BUSINESS CORPORATION LAW**

The Offeror shall be licensed to do business in the State of New York and is fully qualified under the Business Corporation Law, Article 13 - Section 1304.



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RFP-RC-2019-006

**CHANGES TO PROPOSAL WORDING**

No changes to wording of the proposal will be accepted after submission unless requested by the County.

**CONTRACT ADMINISTRATOR**

A County contract administrator will be assigned to oversee the contract awarded to the successful Offeror. In addition, the successful Offeror will be expected to name a counterpart contract administrator. The Offeror's contract administrator will be responsible for providing scheduled status reports to the County's contract administrator or his designee.

**COMPLIANCE WITH LAWS**

The Offeror shall comply with all the provisions of laws in the County of Rockland, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

**CONFIDENTIALITY - For the purposes of this article:**

The term "Confidential Information" as used herein means all material and information, whether written or oral, received by Offeror from or through County or any other person connected with County, or developed, produced, or obtained by Offeror in connection with the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

The term "Offeror" includes all officers, directors, employees, agents, subcontractors, successors, assignees or representatives of Offeror.

Offeror shall keep all Confidential Information in a secure location within Offeror's offices. The County shall have the right, with advance notice during reasonable business hours, to enter Offeror's offices to ensure that Confidential Information is maintained in a secure location. No inspection or failure to inspect by the County shall relieve Offeror of the responsibility for the performance of its obligations hereunder.

Offeror shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information or any portion thereof to anyone other than County without the prior written consent of County and shall not use Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under this Agreement.

Offeror shall notify County immediately upon receipt by Offeror of any request by anyone other than County for, or any inquiry related to, Confidential Information. Offeror is not prohibited from disclosing portions of Confidential Information if, and to the extent that, (i) such portions have become generally available to the public other than by an act or omission of Offeror, or (ii) disclosure of such portions is required by subpoena, warrant or Court order; PROVIDED, however, that in the event anyone other than County requests all or a portion of Confidential Information, Offeror shall oppose such request and cooperate with County in obtaining a protective order or other



Edwin J. Day, County Executive

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RFP-RC-2019-006

appropriate remedy unless and until County in writing waives compliance with the provisions of this section or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or County waives compliance this section or determines disclosure is legally required, Offeror shall disclose only such portions of Confidential Information that, in the opinion of County, Offeror is legally required to disclose, and Offeror shall use its best effort to obtain from the party to whom Confidential Information is disclosed written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

Offeror shall obtain from each subcontractor of Offeror, and if requested by County from the directors, employees, agents, successors, assignees or representatives of any such subcontractor, a Confidentiality Agreement running to the benefit of County, substantively identical the requirements in this RFP, prior to the performance of any of the Services in connection with this Agreement. Offeror's obligations under this section shall survive the completion of Services under or the expiration or termination of this Agreement.

**CURRENCY AND TAXES**

Prices are to be in U.S. dollars, duty and delivery FOB destination, freight prepaid and allowed. The County is exempt from all sales and use taxes

**DEBRIEFING**

Upon written request from an unsuccessful offeror, the Director of Purchasing will arrange for a debriefing session. The debriefing is not to be seen as an opportunity to challenge the decision. Once debriefing ends, the RFP process is finished and the RFP will not be discussed further with the offeror at any time.

**DEFINITION OF CONTRACT**

The County may at its option notify an Offeror in writing that its proposal has been accepted and such acceptance shall at the County's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Offeror shall acquire any legal or equitable rights or privileges whatever relative to the services until the County has delivered either a signed notice in writing to the offeror or a fully executed written agreement to the Offeror.

**ENTIRE AGREEMENT/NO MODIFICATION**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may not be modified except if such modification is in a writing signed by the parties.

**FAILURE TO PERFORM**

Should the Offeror fail to perform as required by the specifications, the county may cancel the order and/or contract. In such event, the County will assume no responsibility for, nor will it reimburse the Offeror for any expense or loss to the offeror because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.

**FINANCIAL RECORDS/AUDIT**

Offeror shall maintain records of all of its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or County record-keeping requirements, and each transaction shall be documented. Such records shall be made available to County for inspection or audit upon request. No compensation or fee for Services will be due Offeror unless or until financial statements have been filed with the Rockland County Department of Finance, if and when required by the Department of Finance.



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RFP-RC-2019-006

### **FINANCIAL STABILITY**

The successful Offeror must demonstrate financial stability and the County reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

### **FINANCIAL RECORDS/AUDIT**

Offeror shall maintain records of all of its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or COUNTY record-keeping requirements, and each transaction shall be documented. Such records shall be made available to COUNTY for inspection or audit upon request. No compensation or fee for Services will be due Offeror unless or until financial statements have been filed with the Rockland County Department of Finance, if and when required by the Department of Finance.

### **FIRM PRICING**

Prices quoted in the proposals shall be firm for a period of at least 120 days after the submission deadline.

### **FUNDING**

All County expenditures are subject to appropriation of funds. Therefore, the County reserves the right to discontinue the RFP process if funding is not available.

### **FUNDING/RESERVATION OF RIGHTS**

County monies provided to Offeror pursuant to this Agreement may be based upon and/or subject to funding statements or actual funds provided to County from New York State or the Federal Government, either directly or by reimbursement; in such case, County retains the right and discretion to adjust payments of County funds to Offeror, based on the actual amounts County receives or is to receive from New York State or the Federal Government.

### **GOVERNING LAW**

This RFP and any contract entered into between the offeror and the County shall be governed by and in accordance with the Laws of the State of New York, and the venue of any litigation shall be Rockland County.

### **HIPAA**

Notwithstanding any other provision of this Agreement to the contrary, Offeror agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations adopted there under. A Business Associate Agreement may be made a part the resulting Agreement. Offeror warrants and represents that its practices, policies and procedures for patient/medical record confidentiality are in full compliance with the "Standards for Privacy of Individually Identifiable Health Information" set forth in 45 CFR 160 et seq. as amended, if applicable.

### **INDEMNIFY AND HOLD HARMLESS**

Offeror agrees to defend, indemnify and hold harmless County and its respective officers, employees and agents from and against all claims, actions and suits and will defend County and its respective officers, employees and agents at its own cost and at no cost to County in any suit, action or claim including appeals for personal injury to or death of any person or loss or damage to property arising out of or resulting from the activities or omissions of Offeror to the fullest extent permitted by law. These indemnification provisions are for the protection of County and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Agreement.



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RFP-RC-2019-006

**INDEPENDENT CONSULTANT**

Offeror, as an independent contractor, covenants and agrees that it, its employees, servants and/or agents will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of County, and that it, its employees, servants and/or agents will not make a claim, demand or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

**INJURY, PROPERTY DAMAGE**

Offeror shall be responsible for all damages and/or injury to life and property due to, or resulting from, the negligent acts of Offeror, its employees, agents and/or employees in connection with the resulting Agreement.

**IRAN DIVESTMENT ACT**

Offeror and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purpose of providing goods or services in the energy sector in Iran.

**LABOR DISRUPTIONS**

Any contract resulting from this Request for Proposal process is subject to the right of the County to postpone acceptance of delivery and payment by the County in the event of any form of labor disruption.

**LABOR LAW AND EXECUTIVE LAW**

Offeror shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or Services to be performed under this Agreement.

**LIABILITY OF ERRORS**

While the county has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective offerors are urged to conduct their own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RFP.

**LIABILITY ONLY FOR MONIES BUDGETED**

This Agreement shall be deemed executory to the extent that the monies are appropriated in the current budget of County for the purposes of this Agreement, and no liability shall be incurred by County, or any department, beyond the monies budgeted and available for this purpose. The resulting Agreement is not a general obligation of County. Neither the full faith and credit nor the taxing power of the County is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement. This Agreement shall not be effective unless the monies to be paid hereunder by County are appropriated in County's budget.





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RFP-RC-2019-006

**LOCAL LAWS AND RESOLUTIONS**

Offeror shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, the filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

**NEGOTIATION DELAY**

If any contract cannot be negotiated within thirty (30) days of notification to the designated offeror, the County may terminate negotiations with that offeror and negotiate a contract agreement with another offeror of its choice.

**NO ASSIGNMENT**

Offeror shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of County.

**NOTIFICATION OF CHANGES**

All recipients of this Request for Proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document.

**OFFERORS' EXPENSES**

Prospective Offerors are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the County, if any.

**OWNERSHIP OF PROPOSALS**

All responses to this request for proposal become the property of the County.

**OWNERSHIP OF CONFIDENTIAL INFORMATION**

Notwithstanding any other provision herein to the contrary:

All Confidential Information as defined in the preceding paragraph, including all copies thereof, is the exclusive property of County regardless of whether it is delivered to County. Offeror shall deliver Confidential Information and all copies thereof to County upon request.

To the extent that copies of Confidential Information are authorized by County to be retained by Offeror, they shall be retained in a secure location in Offeror's office for a period of six (6) years after completion of the Services under or the termination of this Agreement, whichever occurs later, and thereafter disposed of at County's direction.

**PAYMENT HOLDBACK**

The County shall not pay the total contract price until the requirements outlined in this RFP have been met. Any holdback amount will be decided as part of the contract negotiations, or as specified in the RFP.

**PAYMENT TERMS**

County agrees to pay Offer and Offeror agrees to accept the maximum sum not to exceed the dollar amount as itemized on the Schedule "A" of the resulting contract as its entire fee as compensation for the services rendered and performed by Offeror. Offeror shall not be entitled to any payment or monies unless the services rendered and performed by Offeror as set forth in the resulting contract are acceptable to County. All out-of-pocket and other expenses incurred by Offeror in connection with the performance of the professional services under the resulting Agreement shall be borne solely by Offeror. To request payment, Offeror shall submit to County an invoice and properly completed voucher form.

The County's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice after services are performed or goods delivered.



Edwin J. Day, County Executive

Digital Cost Per Copy /Print Program

RFP-RC-2019-006

### PROPERTY TAX DEBT

If the Offeror owes, or following the execution of a contract, comes to owe property taxes to the County, the County shall hold all payments due under the agreement, as they come due, in a non-interest bearing escrow account. The monies due from the County shall be held in escrow unless and until all property taxes owed by the Offeror to the County, including all penalties and accrued penalties and interest, are paid in full.

Upon determining to hold payments in escrow, the County shall provide notice to the Offeror. The County shall, upon request, but no more often than once per calendar month, give an accounting of the escrow to the Offeror.

Upon Offeror's payment in full of all property taxes due to the County, including all accrued penalties and interest, all escrowed funds will be paid to the Offeror as soon as practicable. The escrowed funds may be applied towards any payment that fully satisfies all outstanding property tax debts, including all accrued penalties and interest. If the County holds an auction to satisfy the property tax debt and, upon the closing of the sale after auction there remains a deficiency, the County shall apply the escrow to the deficiency, but no more than necessary to make the County whole and any remaining amounts of the escrow shall be paid to the Offeror as soon as practicable. The County shall not apply the escrowed funds for any other purpose.

This remedy shall not be deemed a waiver of any other remedy available to the County or bar any other means of collecting the property tax debt due to the County.

### QUOTES FROM THE MARKETPLACE

The County reserves the right to consider quotes from the marketplace from suppliers other than those invited to respond to this solicitation.

### REQUEST FOR PROPOSAL DATES

All dates referenced in the specifications relative to the solicitation timeline are tentative and can be changed in the best interest of the County. The County reserves the right to modify the timeline of the RFP at any time in its sole discretion.

### SHORTLIST

Unless there is a successful offeror based on the responses, the evaluation procedure will be to develop a shortlist based on the stated criteria. The shortlist of offerors may be asked to prepare a presentation and/or provide additional information prior to the final selection.

### SOCIAL SECURITY TAXES

The Offeror for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Offeror further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

### SUBCONTRACTING

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime offeror's product or service is acceptable. This also includes a joint submission by two offerors having no formal corporate links. However, in this case, one of these offerors must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this must be defined in the proposal. Subcontracting to any firm or individual involved in the preparation of this RFP will not be permitted.

### TERMINATION/AMENDMENT

This Agreement may be terminated or amended on at least thirty (30) days written notice by County.