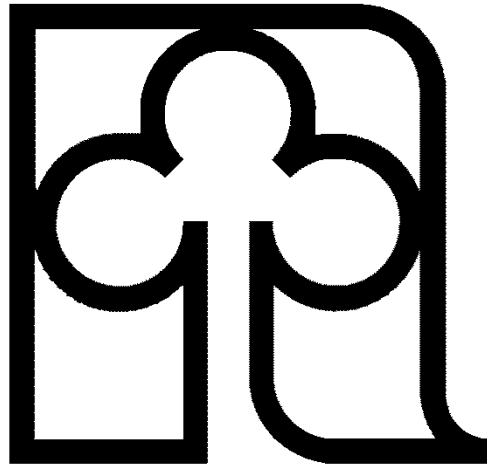


CITY OF NEWARK



LEASE AND MAINTENANCE SERVICES  
FOR MULTIFUNCTION PRINTER/COPIER/SCANNER (MFP)

ISSUE DATE: APRIL 17, 2019  
PROPOSAL DUE DATE: APRIL 30, 2019 AT 3:00 P.M.

## **1.0 INTRODUCTION**

### **A. INTENT**

The City of Newark (“City”) invites proposals from qualified and experienced multifunction printer/copier/scanner (MFP) leasing and maintenance service companies. Firms submitting proposals must be prepared to immediately enter into a leasing agreement (“Agreement”) for the provision of equipment, maintenance services and duties as set forth in this request for proposals (RFP).

### **B. PERIOD OF AGREEMENT**

The initial term of an agreement awarded as a result of this RFP will be for a period of three (3) years, with four, one year options to extend. The term will begin on 07/01/2019.

## **2.0 SCOPE OF SERVICES**

### **A. SERVICE AND MAINTENANCE**

The supplier is required to furnish all service, maintenance, repairs & toners as part of the proposed fee per month. The supplier is required to furnish qualified and factory trained technicians for all machines. The supplier must maintain the equipment in good operating condition, and must maintain the equipment to the standards of the original manufacturer. The supplier is required to furnish experienced network assistants employed by the supplier to connect the MFPs to the network and maintain that connection. If the proposer is not the original equipment manufacturer of the equipment, they are required to furnish with their proposal, certification that they are factory authorized dealers with factory trained repair/service personnel. Vendor must provide on call service coverage during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

### **B. EQUIPMENT REQUIREMENTS**

All equipment shall be newly manufactured and of the latest model available. Any new placements of discontinued models must be approved in advance. The lease cost of equipment shall include delivery, installation, maintenance, and all cords and peripheral devices required to perform as intended. A listing of the City’s current inventory is attached – Attachment 2.

### **C. ENERGY REQUIREMENTS**

Contractor shall ensure that all equipment installed in Energy Star® qualified to the most recent version of Energy Star® at the time of installation.

### **D. SECURITY**

All MFPs shall come standard with security overwrite protection that meets or exceeds the Department of Defense Standard 5220.22-m. Security protocols regarding hard drives or any MFPs provided must meet the following criteria when moving, placing, replacing or exchanging existing units.

- Hard drive must be “scrubbed”, removing all data in a manner that meets or exceeds Department of Defense Standard 5220.22-m.
- Re-installing the hard-drive unit shall be done at no additional cost to the City.

- This procedure shall apply to all devices that have a hard drive and/or the capability of storing data locally.
- This procedure shall apply to repair, maintenance, moves or new installations.
- Evidence shall be kept and provided to the City upon request, demonstrating and attesting that these procedures are being followed.
- The equipment in this agreement shall perform to the manufacturer's specifications for a minimum of 95% of the available work time. Any equipment that does not meet the 95% standard, shall be replaced with an equal or better model at no cost to the City. If the vendor fails to correct the non-performance, the City reserves the right to terminate the agreement by giving ten (10) days notice to the vendor after which no further obligation is due from the City.

**E. COST**

The following cost information is to be provided along with a detailed list of services to be provided:

- Lease rate for three (3) years, with four, one year options to extend that includes all desired features, must include delivery and installation. Proposed prices will include all federal, state and local taxes. The lease rate will be fixed for the agreement term with no price increase.
- Maintenance, including service and supply (cost per copy page rates). Vendor shall bear all costs for labor and parts required to maintain the MFP in good working order and make all necessary adjustments, replacements and repairs caused by normal wear and tear. The maintenance price will be fixed for the agreement term with no price increase. Proposed prices will include all federal, state and local taxes.

**F. BILLING**

For all intents and purposes, this program is a leasing and not a lease to own program. The vendor is responsible for providing a monthly invoice to the City for all equipment. Monthly invoices for all equipment shall begin on the 1st of each month and end on the last day of each month.

**G. DELIVERY AND INSTALLATION**

Coordinate with City staff all activities necessary to deliver and install the MFPs. Provide delivery and installation schedule to Information Systems Manager. There should be no additional cost for delivery and installation of the new MFPs.

**H. PERFORMANCE**

MFPs provided will perform to manufacturer's specification for a minimum of 95% of the available work time during normal City office hours averaged over a three month time frame. If the machine fails to meet the 95% standard, it shall be replaced with an equal or better model at no cost to the City. If the vendor fails to correct the non-performance, the City reserves the right to terminate the agreement by giving ten (10) days notice to the vendor after which no further obligation is due from the City.

**I. MAINTENANCE SERVICE**

Vendor will provide routine maintenance services. Provide a detail list of routine services. Vendor will respond to emergency service requests within 3 hours after City reports malfunction. Vendor will replace defective machine parts within 24 hours after determining part is defective. Service will be furnished to the City between 8:00 a.m. and 5:00 p.m., Monday through Friday. The maintenance price will be fixed for the agreement term with no price increase.

**J. RECURRING MAINTENANCE CALLS**

Only fully trained and qualified technicians shall perform the maintenance on the MFP. If the vendor's service technician fails to successfully repair a recurring problem for the third time, the City will have the option to replace the MFP or have the MFP lease and maintenance agreement cancelled and not pay any early termination charges. If the City chooses to replace the machine; the vendor will immediately replace the MFP with an equivalent MFP or one that meets the City's approval. The vendor will bear all costs associated with removal and delivery of the replacement machine. The period of agreement remains the same and the cost of the replacement MFP shall not exceed the cost of the original MFP.

**K. TRAINING**

Operator training will be provided at City at no additional cost. The MFPs will be delivered with an operator's manual.

**L. SUPPLIES**

The City will supply paper for the MFPs. The vendor shall be responsible for all other consumable supplies such as staples, toner, drum, developer, fuser oils, rollers and circuit boards, and shall be included in the maintenance price.

**M. HAZARDOUS MATERIALS**

Vendor shall identify all hazardous materials as required under the California Code of Regulations and the State Health and Safety Code. Vendor shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the City at the time of installation of the MFPs. Vendor shall agree to pick up and recycle any used supply cartridges such as toner, developer, etc. that may be classified as hazardous at no additional expense to the City.

**N. RETURN OF EQUIPMENT**

The end-of-lease return of any equipment shall be provided by the vendor and coordinated with the City at no cost to the City. Subject equipment shall be removed no later than 30 days after receiving notification for termination of agreement.

**O. AGREEMENT FORM**

Vendor shall provide copies of their standard lease and maintenance agreement to be attached as an attachment to the City's standard agreement (Attachment 1). The final agreement will incorporate the appropriate terms and conditions from this solicitation.

**P. AUTHORIZATION TO REPRESENT**

Provide either an excerpt from your Corporate Resolution, Certificate of Secretary, or correspondence from the President or Chief Executive Officer attesting that the individual signing the proposal has the authority to make binding representations on behalf of the company.

**3.0 PROPOSAL TIMELINE**

**A. TIMELINE**

| Timeline                  |                             |
|---------------------------|-----------------------------|
| Distribution of RFP       | April 17, 2019              |
| Proposal Due Date         | April 30, 2019 at 3:00 p.m. |
| Evaluation                | May 6-10, 2019              |
| Council Approval          | June 13, 2019               |
| Delivery and Installation | July 1, 2019                |

**4.0 PROPOSAL SUBMISSION**

**A. GENERAL**

Proposals must be delivered directly to the City no later than 3:00 p.m. on April 26, 2019. Late submissions after the deadline will not be accepted. Proposals may be submitted via email to [larry.kezar@newark.org](mailto:larry.kezar@newark.org). Proposals (1 copy) may also be submitted by mail or delivery to:

City of Newark  
Larry Kezar, Information Systems Manager  
37101 Newark Blvd.  
Newark, CA 94560

All qualified vendors are invited to submit a proposal for consideration. Submission of a proposal indicated that the vendor has read and understands the entire RFP, to include all attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.

Proposals are to be prepared simply and economically, in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, plan to achieve the Scope of Work, completeness, and clarity of content. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired.

Proposals must be completed in all respects as requires in this section. A proposal may not be considered if it is conditional or incomplete.

All proposals received are subject to the “California Public Records Act.”

**B. PROPOSAL FORMAT**

Vendors must provide the following information in the following format:

**1. COVER SHEET**

The cover sheet must contain the following information and be signed by an authorized officer of the Vendor.

- RFP Name
- Business Name and Legal Entity type
- Contact name, address, phone and email
- Federal Employee Identification Number

**2. TABLE OF CONTENTS**

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

**3. OVERVIEW**

Provide a corporate overview of your company.

**4. EXPERIENCE**

Describe the company’s experience in providing services to the public sector. Include exclusive resources dedicated to the public sector.

**5. MFP SPECIFICATIONS**

Include details about the proposed MFP. Include descriptive literature on the proposed MFP. At least one technical sheet must be provided for the proposed MFP. Manufacturer specifications must specify certified monthly volumes for the MFP. Other descriptive literature or reports, including award certificates from an independent testing agency, will be accepted in addition to required literature.

**6. DELIVERY, INSTALLATION, AND TRAINING SCHEDULE**

Describe how your company will manage the delivery, installation and training requirements for the new machine.

**7. UNDERSTANDING OF THE SCOPE OF WORK – Exhibit A of the Agreement**

Brief synopsis of your understanding of the City’s needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor’s entire proposal.

**8. PRICING PROPOSAL – Exhibit B of the Agreement**

Utilizing the Pricing Sheet, provide equipment pricing as well as copy charges for each piece of equipment. Furnish pricing for proposed equipment as well as all accessories, software & security to include the hard drive to be pulled at end of the lease.

All pricing shall be F.O.B. destination. Equipment will be fully installed and operational to include all parts, accessories, labor, supplies, training and excluding paper. The vendor will be responsible for pickup and return at the end of the lease.

**9. QUESTIONNAIRE – Exhibit C of the Agreement**

Please answer the questions from the attached questionnaire as fully and succinctly as possible. Answers must be submitted in the same order/format as provided and submitted as a separate document.

**10. REFERENCES – Exhibit D of the Agreement**

Provide three (3) references from other organizations, all of which should be government agencies, that you have established an agreement for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided.

**11. AGREEMENT MANAGEMENT**

Describe the service team that will be assigned to the City of Newark. Describe individual roles, responsibilities and briefly detail related experience.

**12. COMPLIANCE AND EXCEPTIONS**

Include statements to confirm your company's compliance with the minimum qualifications. Also list any exceptions to required product and services.

**5.0 EVALUATION CRITERIA**

**A. PROPER SUBMISSION OF PROPOSAL**

Receipt of proposal by due date as outlined in this proposal according to City of Newark specifications. Late submissions or delivery via facsimile will not be considered.

**B. COMPREHENSIVE OF SERVICES PROVIDED**

Overall capabilities of the vendor to meet the required service levels described in this RFP.

**C. OVERALL IMAGE, PRINT QUALITY AND SPEED**

Overall image, print quality and speed produced by the machine.

**D. COST**

The amount of proposed charges.

**E. OTHER FACTORS**

Any other factors that are in the best interest of the City of Newark to consider which were not previously described. The decision to award a contract will be based on many factors including but not limited to service, cost, financial strength and innovation. No single factor, such as cost, will determine the final decision to award.

**6.0 PROPOSAL CONDITIONS**

**F. CONTINGENCIES**

This Request for Proposal (RFP) does not commit the City to award an agreement. The City reserves the right to accept or reject any or all proposals or portions of proposals if the City determines it is in the best interest of the City to do so. False, incomplete or, unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection.

**G. MODIFICATIONS**

The City Reserves the right to issue addendum or amendments to this RFP.

**H. PROPOSAL SUBMISSION**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor's responsibility to ensure that its proposal is submitted on or before the specified time.

**I. INCURRED COSTS**

This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this request and Vendors agree that all costs incurred in developing this proposal are the Vendor's responsibility.

**J. FINAL AUTHORITY**

The final authority to award an agreement as a result of this RFP rests with the RFP review team and the City of Newark City Council. The decision to award a contract will be based on many factors including but not limited to service, cost, financial strength and innovation. No single factor, such as cost, will determine the final decision to award.

The City of Newark appreciates the efforts of all the companies and their respective staffs in responding to the Request for Proposal.