



COUNTY OF EL DORADO
Procurement & Contracts

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #20-985-037

DUE: 3:00 PM – March 11, 2020

Sealed Proposals must be clearly marked on the outside of the package with:

“RFP #20-985-037 – MAIL ROOM DO NOT OPEN”

COPIER RENTAL PROGRAM
East & West Slope of El Dorado County

The County of El Dorado, Procurement & Contracts Division, is requesting competitive proposals for a sixty (60) month convenience multi-functional device (MFD)/printer rental program.

This request for proposal (RFP) outlines the requirements that must be met by proposers (Proposer or vendor) interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

Table of Contents

	Page
I. Scope of Services.....	2
II. Proposal Content.....	5
III. Proposers' Questions.....	6
IV. Proposal Submittal.....	7
V. Public Records Act.....	7
VI. Valid Offer.....	7
VII. County's Rights.....	7
VIII. El Dorado County Website Requirements.....	8
IX. Evaluation.....	8
X. Award.....	8
XI. Business License Requirement.....	8
XII. Public Agency.....	8
XIII. Contract Termination / Expiration.....	8

Exhibit “A” Quotation Schedule

Exhibit “B” Purchase Order Terms and Conditions

Exhibit “C” Insurance Requirements

Background: El Dorado County is located in Northern California and bordered by Sacramento, Placer, Amador, and Alpine counties in California, and Douglas County, Nevada. The two incorporated Cities in El Dorado County are Placerville, and South Lake Tahoe. Placerville is forty-five (45) miles from downtown Sacramento, while the City of South Lake Tahoe is ninety (90) miles east of the State's Capitol. There are approximately thirty (30) County Departments located throughout the Eastern and Western Slopes of El Dorado County along the Highway 50 Corridor. East Slope offices are located exclusively in South Lake Tahoe.

Currently there are approximately two hundred (200) various Kyocera MFD's and printers placed throughout County Offices. Each MFD/printer will expire at various times throughout the awarded sixty (60) month period, and will be replaced on an individual basis. The County makes no guarantee as to the quantity of MFD's / printers to be rented during the awarded contract period. However, the County does expect that a minimum of one hundred fifty (150) MFD's / printers will be replaced under the new rental program.

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

- I. Scope of Services:** The successful Proposer will be issued the County's Purchase Order Contract to fulfill order requests. The County's standard purchase order contract terms are attached hereto as **Exhibit "B"**. ***THE COUNTY WILL NOT ACCEPT ANY OTHER TERMS AND CONDITIONS. PROPOSER'S SUBMITTING ADDITIONAL TERMS AND CONDITIONS WILL BE DISQUALIFIED.***

The successful Proposer will be required to maintain insurance coverage in accordance with **Exhibit "C"**. The MFD/printer rental program shall include, but not be limited to, the following:

- A.** Replacement of convenience MFD's / printers shall be on an "as requested" basis at various times throughout a sixty (60) month period. MFD's / printers shall be delivered no later than four (4) weeks after the order is placed with the County's standard purchase order contract form.
- B.** The County desires to have the MFD's / printers rental program presented as a base charge plus cost per copy. Base charge may not be inclusive of any minimum copies. All prices shall be firm for the sixty (60) month period.
- C.** At no charge to the County, the awarded vendor shall be responsible to work with the Information Technologies department to obtain the correct configuration and connectivity for each MFD's / printers (if applicable).
- D.** The successful Proposer shall not sublease, delegate, or assign the rentals in whole or in part to any person or entity.
- E.** MFD's / printers speeds will be based on black & white copies with 8.5"x11" paper.

-
- F.** All contracted prices for MFD/printer rentals must include the following at no additional charge:
1. Vendor must, at all times, insure their equipment to cover vandalism, acts of nature, and theft.
 2. Full service support with 100% Original Equipment Manufacturer (OEM) parts supplies & memory.
 3. Consumable supplies (excluding paper and staples).
 4. Meter credits issued for impressions run during a service call.
 5. Meter credits issued for unusable (poor quality) impressions due to equipment performance.
 6. Service to be performed on-site by manufacturer-direct salaried technicians.
 7. Pricing shall be fixed - never to escalate during the contracted period.
 8. One meter charge for large sized output (i.e. 11" x 17"), which shall be the same charge as that of 8-1/2" x 11" output – for color and black & white.
 9. Shipping, delivery, setup, orientation/training, connection (fax, network, and scan connection, if applicable) and follow-up.
 10. Equipment packing, removal, shipping, and applicable shipping insurance at lease-end.
 11. Selection of MFD/printer replacement is at the County's discretion, not the vendor's.
 12. MFD/printer relocations shall be performed by the vendor at no charge.
 14. Staples to be shipped freight prepaid, FOB destination to each ordering location.
- G.** Proposers shall have a manufacturer certified service facility.
- H.** Models offered must be in current production as of the date the proposal is submitted. For the purpose of this proposal, "current production" shall mean the MFD/printer model is being manufactured as new equipment. Used, remanufactured, or reconditioned equipment will not be considered.
- I.** Invoices shall be inclusive of the current month's base charge plus thirty (30) days in arrears for actual volume of copies produced for each copier. The County does not consolidate invoices.
- J.** Maintenance and repairs shall be performed by the vendor during regular working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding the hours between 12:00 p.m. to 1:00 p.m., and County Holidays. Response time shall within four (4) working hours the same day the service call is placed.
- K.** At any time during the awarded term, as requested by the County, the awarded Proposer must provide a list of each MFD/printer including: department name, physical location, type of equipment, installation date, expiration date, serial number, lease rate, and purchase order contract number. At the end of the sixty (60) month contracted period, awarded Proposer shall provide all resources required to ensure a smooth transition to the new awarded Proposer. Reports shall be in submitted in a Microsoft Excel spreadsheet, or in a format specified by the Purchasing Agent.
- L.** Departments must have the ability to upgrade their MFD/printer at any time during the sixty (60) month rental period. In addition, MFD's / printers must have the ability to add connectivity during the sixty (60) month rental period.

-
- M. All MFD's / printers rented during the sixty (60) month period must include a 100% total satisfaction guarantee. If the Purchasing Agent deems a MFD/printer to be unsatisfactory in performance, the MFD/printer may be requested to be removed in its entirety, or replaced with a new MFD/printer at no additional charge to the County. If replaced, the term of the new rental shall follow the same term as the original rental. If a MFD/printer is removed in its entirety, the County will pay for any charges up to the date the unit is removed. Under the 100% satisfaction guarantee, the Purchasing Agent shall provide a fourteen (14) day notice to the awarded vendor in which the unit must be removed.
- N. Proposers must submit pricing for equipment listed in Exhibit "A", quotation schedule. The quotation schedule is not all inclusive of the MFD's / printers that may be rented during the awarded period. Additional models may be added to the contract on an "as requested" basis with no minimum copies.
- O. Fiscal Funding: Funds for each unit's rental are available on a fiscal year basis. Should funds not be made available, the purchase order contract(s) shall be cancelled in its entirety. The County Purchasing Agent shall cancel the rental in writing providing a fourteen (14) day notice in which the unit shall be removed, without cost to the County.
- P. **Equipment Classifications:** The following classifications provide the various types of equipment the County currently has in place. Interested proposers must be able to provide the same type of equipment.

All equipment is to be multifunction, multitasking digital, and have the ability to connect to the County computer network and function as a:

- 1) copier,
- 2) printer,
- 3) scanner (including scan-to-e-mail) and
- 4) fax,

or have the ability to be upgraded to these features. In addition, all equipment is to include the following as standard features unless otherwise noted in the "classification".

- SMart Controller Architecture, enabling multitasking (5 things at once: RIP, receive, program ahead, process queue and transmit). Multitasking - enabling processing of concurrent tasks
- SMart Job Processing, enabling job queue management at the device or computer desktop
- SMart Kit – to increase uptime, easy to replace components (with warning when to reorder)
- Duplexing Automatic Document Feeder
- Handle paper as large as 11" x 17"
- 5 Paper Trays
- Automatic Duplexing & Collating
- Automatic Offset Stacking
- Automatic 50-sheet Multi-position Stapling
- Automatic Tray Switching
- Automatic Mixed-Size Originals
- Reduce/Enlarge (25% - 400%)
- Job Interrupt
- Accounting for Copy, Print, Scan, and Fax to track jobs by individual or group

-
- 2 Hard Drives (one for copy and one for print functions)
 - Secure Print
 - Automatic Immediate Overwrite
 - On-Demand Disk Image Overwrite
 - Automatic Meter Read Reporting and Connected Units
 - Internet Services Webpage for remote management of each Connected Unit
 - Embedded Faxing Include Walk-up Faxing and LAN Faxing

II. Proposal Content: Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (fold outs are acceptable for charts, etc.) and font size large enough to be easily legible (shall not be smaller than 10 point). The original proposal and each subsequent copy must be submitted on paper in a single, 4-inch, 3-ring binder, appropriately tabbed and labeled in the following order:

A. Cover Letter: Provide a "cover letter" and introduction, including the name and address of the organization submitting the proposal, together with the name, address, telephone and fax numbers, and email address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP.

The letter must be signed by an individual authorized to bind the firm contractually.

B. Table of Contents: This section shall include a detailed "Table of Contents" and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

C. Proposer's Capabilities: Describe the firm's resources, experience, and capabilities as they relate to copier rental program and related services described herein. Submit in the order identified below:

1. Detailed Discussion: The detailed discussion is a general, but complete, narrative of the Proposer's assessment of the work to be performed and the ability to meet those objectives. Each item under "Scope of Services", "A" through "P", must be addressed in the same alpha order. This overview should clearly demonstrate the Proposers understanding of the performance expectations as well as how the requirements will be met.

2. Summary of Proposer's Firm: Submit a summary and history of your firm with the following information:

- a. Number of years in business
- b. Firm's headquarters, and other office locations
- c. Location of office closest to Placerville or South Lake Tahoe
- d. Provide a complete list of key personnel that will be assigned to do the work. Identify each team members' experience, educational background, and their role in providing the services described herein.

D. Cost Proposal: The Proposer must complete the quotation schedule attached hereto as **Exhibit "A"**. Pricing must include monthly base rate for each copier, plus cost per copy, and staples. Provide any additional charges not listed above or identified in **Exhibit "A"**. Should a MFD/printer become end of life during the awarded

contract period, the awarded vendor shall offer a replacement at the same monthly base rate for each and same cost per copy rate.

Erasures, overwrites and use of correction fluid or tape are NOT acceptable. All changes (price, model numbers, part numbers, etc.) must be lined out and corrections inserted adjacent to and initialed by the Proposer's authorized representative.

- E. Insurance Requirements:** Provide a written statement of Proposer's ability to meet the insurance requirements in accordance with **Exhibit "C"**.
- F. References:** Proposers must provide a minimum of three (3) client references of organizations with whom you currently have contracts with and/or have previously provided copier rental programs of comparable size to El Dorado County. Client references should include Company/Organization name, contact person, title, telephone number, and e-mail address to contact for information regarding level of service.
- G. Additional Data:** (this Section shall be limited to five (5) pages) Include any other data or information the Proposer deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Section "A" thru "F". If there is no additional data, this section will consist of the statement, "We wish to present no additional data."
- II. Proposers' Questions:** Questions regarding this RFP must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office and must be received no later than **5:00 PM – on February 12, 2020**. All emails must have "**RFP #20-985-037 – Question**" as their subject, and all envelopes or containers must be clearly labeled "**RFP #20-985-037 – QUESTION**" for convenience purposes. Emails, envelopes, or containers not clearly labeled may be overlooked and not responded to. Questions will not be accepted by telephone, facsimile (fax), or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be distributed via county website for all interested parties to review. Responses to questions will be posted on the Procurement & Contracts website on or about **February 19, 2020**.

All inquiries submitted by email shall be addressed to:

rick.blake@edcgov.us

All inquiries submitted by U.S. mail shall be addressed to:

County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #20-985-037 Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this RFP.

IV. Proposal Submittal: Proposers must submit one (1) original and three (3) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked “**RFP #20-985-037 – MAILROOM DO NOT OPEN**”, no later than **3:00 PM – March 11, 2020**, to:

County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modification offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive.” Proposals received beyond the deadline will not be considered, and will be returned unopened.

For questions regarding the RFP process, contact Rick Blake at rick.blake@edcgov.us.

V. Public Records Act: All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this RFP shall become the property of the County and will not be returned.

VI. Valid Offer: Proposals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer’s lack of cost consciousness.

VII. County’s Rights: The County reserves the right to:

- Request clarification of any submitted information
- Waive any informalities or irregularities in any qualification statement.
- Not enter into any agreement
- Not select any Proposer
- Cancel this process at any time
- Amend this process at any time
- To award more than one contract if it is in the best interest of the County.
- Interview Proposers prior to award
- To request additional information during an interview

VIII. El Dorado County Website Requirements: Proposers downloading Bids or RFP's from the County's website are responsible for checking the Internet up to the proposal due date for any Addenda issued. Printed copies of Bids, RFP's, and Addenda are not mailed out to bidders. Addenda's issued will be required to be acknowledged and returned by participating Proposers in order to be considered further in the evaluation process. Those Proposers not acknowledging and returning Addenda will not be considered and will be rejected as "non-responsive".

IX. Evaluation: Proposals shall be evaluated by a team composed of County personnel representing the Information Technologies Department, and Procurement & Contracts on the basis of:

- A. Proposal Content and Presentation
- B. Compliance with Administrative Requirements.
- C. Ability to Meet RFP Requirements, and Provide all Equipment Listed on Exhibit "A".
- D. Experience, Qualifications, and References
- E. Cost

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

X. Award: Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

XI. Business License Requirement: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

XII. Public Agency: It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

XIII. Contract Termination/Expiration: The Proposer must agree that at the end of this contract, should the County conduct another procurement and award a new contract, the Proposer will work with the Contract Administrator, if requested, to ensure that an efficient and effective transition takes place.

Your participation in the RFP process is important to El Dorado County!

(The remainder of this page is intentionally left blank)

Exhibit "A" - Quotation Schedule

Category 1:

Monochrome multi-functional network printer, standard print, copy, color scan & duplex.

Paper size: Statement to Legal.

**Each multi-functional printer in Category 1 to be configured with:
ADF and (1) 250 sheet paper tray.**

Classification A: At least 35 impressions per minute; Kyocera ECOSYS M2035dn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification B: At least 40 impressions per minute; Kyocera ECOSYS M2040dn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification C: At least 50 impressions per minute; Kyocera ECOSYS M3550idn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 1,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification D: At least 55 impressions per minute; Kyocera ECOSYS M3655idn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 1,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Erasures, overwrites and the use of correction tape are NOT acceptable.

Category 2:

Monochrome multi-functional network printer, standard print, copy, color scan & duplex.

Paper size: Statement to Ledger from paper trays.

**Each multi-functional printer in Category 2 to be configured with:
RADE, (4) 500 sheet paper trays, 1000 sheet finisher w/staple & hole punch, Qwerty keyboard and
Data Security Kits.**

Classification E: At least 30 impressions per minute; Kyocera TASKalfa 3010i or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 1,000 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification F: At least 35 impressions per minute; Kyocera TASKalfa 3501i or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 1,300 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification G: At least 40 impressions per minute; Kyocera TASKalfa 4002i or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 2,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification H: At least 45 impressions per minute; Kyocera TASKalfa 4501i or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 7,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Erasures, overwrites and the use of correction tape are NOT acceptable.

Category 3:

Monochrome multi-functional network printer, standard print, copy, color scan & duplex.

Paper size: Statement to Ledger from paper trays.

**Each multi-functional printer in Category 3 to be configured with:
RADF, (2) 500 sheet paper trays, (2) 1500 sheet paper trays, 1000 sheet finisher w/staple & hole punch,
Qwerty keyboard and Data Security Kits.**

Classification I: At least 50 impressions per minute; Kyocera TASKalfa 5002i or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 7,000 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification J: At least 65 impressions per minute; Kyocera TASKalfa 6501i or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 10,000 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification K: At least 70 impressions per minute; Kyocera TASKalfa 7002i or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 15,000 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification L: At least 80 impressions per minute; Kyocera TASKalfa 8002i or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 20,000 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Erasures, overwrites and the use of correction tape are NOT acceptable.

Category 4:

**Color multi-functional network printer, standard print, copy, color scan & duplex.
Paper size: Statement to Legal.**

**Each color multi-functional printer in Category 4 to be configured with:
ADF and (1) 250 sheet paper tray.**

Classification M: At least 25 impressions per minute; Kyocera ECOSYS M6526cidn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 500 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification N: At least 30 impressions per minute; Kyocera ECOSYS M6530cdn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 1,000 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification O: At least 35 impressions per minute; Kyocera ECOSYS M6535cidn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 1,000 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Erasures, overwrites and the use of correction tape are NOT acceptable.

Category 5:

**Color multi-functional network printer, standard print, copy, color scan & duplex.
Paper size: Statement to Ledger.**

**Each color multi-functional printer in Category 5 to be configured with:
RADF and (4) 500 sheet paper trays, 1000 sheet finisher w/staple & hole punch, Qwerty keyboard,
Data Security Kits.**

Classification P: At least 25 impressions per minute; Kyocera TASKalfa 2552ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 500 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification Q: At least 30 impressions per minute; Kyocera TASKalfa 3252ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 1,500 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 1,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification R: At least 35 impressions per minute; Kyocera TASKalfa 3552ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 2,000 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 1,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Category 5 (Continued Below):

Category 5 (Continued):

Classification S: At least 40 impressions per minute; Kyocera TASKalfa 4052ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 1,500 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 1,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Erasures, overwrites and the use of correction tape are NOT acceptable.

Category 6:

Color multi-functional network printer, standard print, copy, color scan & duplex.

Paper size: Statement to Ledger.

**Each color multi-functional printer in Category 6 to be configured with:
RADF and (2) 500 sheet paper trays, (2) 1500 sheet paper trays, 1000 sheet finisher w/staple & hole punch,
Qwerty keyboard, Data Security Kits.**

Classification T: At least 45 impressions per minute; Kyocera TASKalfa 4551ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 3,500 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 2,000 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification U: At least 50 impressions per minute; Kyocera TASKalfa 5053ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 7,000 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 2,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Category 6 (Continued):

Classification V: At least 55 impressions per minute; Kyocera TASKalfa 5551ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 4,500 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 3,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Erasures, overwrites and the use of correction tape are NOT acceptable.

Category 7:

Color multi-functional network printer, standard print, copy, color scan & duplex.

Paper size: Statement to Ledger.

**Each color multi-functional printer in Category 7 to be configured with:
RADF and (2) 500 sheet paper trays, (2) 1500 sheet paper trays, 4000 sheet finisher w/staple & hole punch,
Qwerty keyboard, Data Security Kits.**

Classification W: At least 60 impressions per minute; Kyocera TASKalfa 6053ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 6,500 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 3,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification X: At least 65 impressions per minute; Kyocera TASKalfa 6551ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 8,000 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 6,000 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Category 7 (Continued):

Classification Y: At least 70 impressions per minute; Kyocera TASKalfa 7052ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 8,000 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 6,000 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification Z: At least 75 impressions per minute; Kyocera TASKalfa 7551ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 8,500 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 7,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Classification AA: At least 80 impressions per minute; Kyocera TASKalfa 8052ci or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 11,000 ipm)

Color Cost/Copy \$ _____ (Evaluation based on 4,500 ipm)

Additional Options & Cost/Month (List any MFP options & additional cost per month):

Erasures, overwrites and the use of correction tape are NOT acceptable.

(The remainder of this page is intentionally left blank)

Category 8:

Monochrome network printer.

Paper size: Statement to Legal.

**Each printer in Category 8 to be configured with:
(1) 250 sheet paper tray.**

Classification P1: At least 35 impressions per minute; Kyocera ECOSYS P2235dw or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 700 ipm)

Additional Options & Cost/Month (List any printer options & additional cost per month):

Classification P2: At least 45 impressions per minute; Kyocera ECOSYS P3045dn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 1,000 ipm)

Additional Options & Cost/Month (List any printer options & additional cost per month):

Classification P3: At least 50 impressions per minute; Kyocera ECOSYS P3050dn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 2,000 ipm)

Additional Options & Cost/Month (List any printer options & additional cost per month):

Classification P4: At least 55 impressions per minute; Kyocera ECOSYS P3155dn or Equivalent:

Proposed Make: _____ Proposed Model: _____

Monthly Lease Rate \$ _____ Cost per Copy \$ _____ (Evaluation based on 2,000 ipm)

Additional Options & Cost/Month (List any printer options & additional cost per month):

Erasures, overwrites and the use of correction tape are NOT acceptable.

Category 9:

Color network printer.
Paper size: Statement to Legal.

<p align="center">Each color printer in Category 9 to be configured with: (1) 250 sheet paper tray.</p>
<p><u>Classification P5:</u> At least 30 impressions per minute; Kyocera ECOSYS P6230cdn or Equivalent:</p> <p>Proposed Make: _____ Proposed Model: _____</p> <p>Monthly Lease Rate \$ _____ B&W Cost per Copy \$ _____ (Evaluation based on 100 ipm)</p> <p>Color Cost/Copy \$ _____ (Evaluation based on 100 ipm)</p> <p><u>Additional Options & Cost/Month</u> (List any printer options & additional cost per month):</p>
<p align="center">Erasures, overwrites and the use of correction tape are NOT acceptable.</p>

(The remainder of this page is intentionally left blank)

STATEMENT OF NO RESPONSE

If Vendor is not submitting a response to this BID, RFP, RFI, RFQ, etc., please complete and return this form to: El Dorado County Procurement and Contracts, 330 Fair Lane, Placerville, CA 95667, or fax to (530) 295-2537. Failure to respond to a BID, RFP, RFI, RFQ, etc., or submit a 'Statement of No Response' three (3) times in succession will result in removal from the County's bidders list.

Board of Supervisors Procurement Policy C17, Section 8.2:

Removal of a vendor from the bidders list may be for:

- (a) Failure to respond to more than three (3) consecutive formal invitations to bid; or*
- (b) Failure to respond responsibly to more than three (3) notices to bid; or*
- (c) Failure to perform after an award of a bid; or*
- (d) Other reasons that show the bidder to be a non-responsive or non-responsible bidder.*

The Purchasing Agent must review and approve the removal of a vendor from the bidders list. The Purchasing Agent shall notify the vendor in writing that said vendor has been removed from the bidders list. Vendors removed from the bidders list shall have an opportunity to request reinstatement at any time, and may submit a bid notwithstanding if they have been removed from the list. The request for reinstatement must be submitted to the Purchasing Agent on such forms as provided by the Purchasing Agent.

Invitation # (BID, RFP, RFI, RFQ, etc.): _____

Name of Firm: _____

Address: _____

Signature: _____

Telephone Number: _____ Date: _____

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

_____ We do not offer this commodity and/or service or an equivalent.

_____ Insufficient time to respond to the RFP.

_____ Our schedule would not permit us to perform.

Remarks:

Exhibit "B" STANDARD TERMS AND CONDITIONS

By shipping on an order, the Vendor warrants that they have read and are in compliance with these instructions.

1. Taxes: County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.

2. Alterations: No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior consent of the Purchasing Agent of the County.

3. Failure to Deliver: If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by Purchasing Agent and if a greater price than named in the contract be paid for such article or service, the excess price will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified on this Purchase Order, the Vendor shall give prior notification and obtain approval thereto from the Purchasing Agent of the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.

4. Force Majeure: Vendor shall not be liable for any delay or failure to deliver any or all the goods if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.

5. Proposal, Quotation and Attachments: This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.

6. Warranty:

6.1 Warranty For Goods: Vendor warrants to the County and/or County customers that any and all goods covered by this contract will be new unless otherwise specified and will conform to the drawings, specifications, samples, description and time provisions furnished by the County and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction or failure of the goods to conform with this warranty, the County shall have the right to require the Vendor to repair or replace the goods without charge within five (5) business days from being notified of the defect. If the Vendor cannot replace the goods and repair either is not commercially practicable or cannot be made within such five (5) business day period, the County shall have the right to require the Vendor to refund the purchase price. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.

6.2 Warranty for Services: Vendor warrants to County that any and all materials and equipment furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

7. Termination: At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.

8. Identification: Purchase Order number must appear on all invoices, packing lists, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantities, discounts, etc. Render separate invoices for each Purchase Order.

9. Cash Discounts: In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of the County warrant or check. Payment shall be made within thirty- (30) days following County's receipt of itemized invoices in triplicate. Payment shall be made at the prices stipulated herein for goods or materials delivered or services rendered and accepted less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by the Vendor and approved by the County.

10. Assignment: This contract may not be assigned in whole or in part without the prior written consent of the County.

11. Independent Capacity: In the performance of this Purchase Order, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.

12. Indemnity: The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

13. Nondiscrimination: Vendor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

14. Patent Indemnity: The Vendor agrees to hold the County, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's sole expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.

15. Applicable Law and Forum: This contract shall be construed and interpreted according to the substantive law of the State of California excluding the law of conflicts. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of El Dorado.

16. Funding: Funds for this Purchase Order are available on a fiscal year basis. Should funds not be available, this Purchase Order shall be cancelled in its entirety.

17. Business License: It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.

18. Returns: The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

(The remainder of this page intentionally left blank.)