



*"Cedar Rapids is a vibrant urban hometown – a beacon for people and businesses that are invested in building a greater community now and for the next generation."*

# **REQUEST FOR PROPOSAL**

May 22, 2017

For  
**MULTIFUNCTIONAL DEVICES & RELATED SERVICES**  
**RFP # PUR0417-211**

Prepared by  
City of Cedar Rapids  
Purchasing Services Division

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<b>Attachment</b>	<b>Attachment Name</b>
A	Standard Terms and Conditions
B	Insurance Requirements
C	Submittal Forms (General Company Information, Certification Regarding Ability to Obtain Required Insurance, Proposal Pricing Submittal Form, Proposal Questions Submittal Form, Signature Page Form, Buy Local Packet)
D	2017 and 2018 Known Replacements
E	Listing of Networked Machines - Citywide

## SECTION 1.0 – NOTICE OF REQUEST FOR PROPOSAL (RFP)

### 1.1 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 3:00 p.m. CDT on Friday, June 16, 2017, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for Multifunctional Devices and Related Services as requested by the City of Cedar Rapids.

### 1.2 RFP Timeline

**Name of the Proposal** Multifunctional Devices & Related Services, RFP #PUR0417-211

**Date of Issuance** Monday, May 22, 2017

**Pre-Proposal Meeting (MANDATORY)** Wednesday, May 31, 2017 at 10:00 a.m. CDT  
City Services Center, 500 15<sup>th</sup> Ave. SW, Five Seasons Conference Room  
Cedar Rapids, IA 52404

**Deadline for Questions** Tuesday, June 6, 2017 at 3:00 p.m. CDT

**Deadline for Proposal Submittal** Friday, June 16, 2017 before 3:00 p.m. CDT  
Proposals time stamped 3:00 p.m. or after are late

**Recommendation for Award** Tuesday, July 11, 2017

**Submit Proposal to:** →→→→→→→→

**Submit in a sealed envelope.**

**Address exactly as stated.**

**City Clerk Office Hours 8 am to 5 pm, Mon-Fri**

Sealed Proposal: Multifunctional Devices & Related Services  
Office of the City Clerk-City Hall  
101 First Street SE  
Cedar Rapids IA 52401

**Method of Submittal** US Mail, Overnight Delivery or In Person  
Electronic and fax proposals **are not** acceptable

**Contact Person, Title** Rebecca Johnson, CPPB, Purchasing Agent

**E-mail Address** [r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org)

**Phone/ Fax Numbers** Phone: 319-286-5062 Fax: 888-815-3659

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any proposal responses that are received on or after the time stated above. Late submittals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.4 Proposals will be publicly opened on Friday, June 16, 2017 at 3:00 p.m. CDT (our clock) in City Hall, 101 First Street SE, Cedar Rapids 52401. Only the names of companies who submitted proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

1.5 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone or prior to award. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

----- End of Section 1.0 -----

## SECTION 2.0 – INSTRUCTIONS TO PROPOSERS

2.1 This Project is not federally funded.

2.2 **NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT**

**SERVICES SHALL NOT BEGIN UNTIL THE CERTIFICATE OF INSURANCE AND ALL ENDORSEMENTS ARE RECEIVED AND APPROVED BY THE CITY.**

At all times during the term of the Services and the Contract, and any extensions thereof, the Consultant shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Consultant from liability and claims for injuries and damages which may arise out of or result from the Consultant's operations under the Contract and for which the Consultant may be liable, whether such operations are by the Consultant or by a Subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

For the protection of the Consultant and the City, but without restricting or waiving any obligations of the Consultant herein contained, the Consultant shall insure the risks associated with the Services and the Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS.

2.3 Whenever used in this RFP the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Consultant shall mean the firm providing Multifunctional Devices and Related Services for the City of Cedar Rapids. Subconsultant shall mean any person, firm, or corporation who contracts with the Consultant to perform a service for which the basis of payment or Scope of Services is identified as a part of this RFP. Project Manager shall mean Rebecca Johnson, Purchasing Agent, who is the designated coordinator and administrator for the Services under this project.

2.4 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the instructions and all terms and conditions stated in this Request for Proposal and all attachments.

2.5 **Mandatory Pre-Proposal Meeting**

In addition to the information contained in the Request for Proposal, a **mandatory** pre-proposal meeting will be held on Wednesday, May 31, 2017 at 10:00 a.m. CDT in the Five Seasons Conference Room at the City Services Center, 500 15<sup>th</sup> Avenue SW, Cedar Rapids, Iowa. The City is inviting all Proposers to attend this meeting to ask specific questions and request clarifications in regard to this proposal document. All interested Proposers are required to attend in order to familiarize themselves with the systems and all conditions that may affect the time or cost of performance. Proposals from companies who do not attend the mandatory pre-proposal meeting will be deemed non-responsive.

2.6 This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.7 **Addenda**

Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Proposer in writing by Tuesday, June 6, 2017 at 3:00 p.m. CDT. FAX or E-MAIL all questions to Rebecca Johnson, 888-815-3659 or [r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org). Any and all questions will be responded to in the form of written addenda to all Proposers. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Proposer's responsibility to check for addenda.  
[www.cedar-rapids.org/local\\_government/departments\\_g\\_-\\_v/purchasing\\_services/current\\_bid\\_opportunities\\_list.php](http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php)

2.8 **Exceptions to Documents**

The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Proposers are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

2.9 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

2.10 Incomplete Information

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

2.11 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

2.12 In the event of conflict, the Special Terms and Conditions shall take precedence over the Standard Terms and Conditions, included herein.

Be advised that any conversations (in reference to this RFP) between proposers and any City employee, City official or City Project Manager, outside of the Purchasing Services Division, during the entire competitive proposal process is strictly prohibited. Such actions will result in removal of the Consultant from the vendors list and rejection of the Consultant's proposal. **The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Services Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

----- End of Section 2.0 -----

## SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

### 3.1 Term of Contract

- 3.1.1 The initial term of the Contract shall be for five (5) years anticipated to be the date the Contract is executed through June 30, 2022.
- 3.1.2 The Contract may be extended by written mutual agreement by the City and the Consultant.
- 3.1.3 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Services to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Proposer shall also be incorporated by reference into the resulting agreement.
- 3.1.4 The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Consultant. The Consultant shall not commence any additional services or change the Scope of Services until authorized in writing by the City. Consultant shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Consultant and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Consultant and the City Manager.
- 3.1.5 In accordance with the provisions and conditions of the Contract, Consultant shall freely enter into the Contract for the purpose of providing Services to the City and to be compensated for the Services.
- 3.1.6 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and Consultant requests a price increase, Consultant shall provide sufficient written certification and documentation to substantiate request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, negotiate more favorable terms or terminate without cost, the future performance of the contract.

### 3.2 Contract Forms

- 3.2.1 If a Proposer intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Proposal for review by the City's legal counsel during the evaluation of Proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
- 3.2.2 Proposers are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses. If agreement form indicated a firm other than the Proposer is Consultant, or payee, the proposed Consultant or payee must also indicate concurrence with the deletion of such clauses.
- 3.2.3 If no agreement form is included with the proposal, no such form will be approved by the City during the evaluation or award processes, or following award of contract. If the proposal does not indicate the proposed Consultant, vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Consultant and (2) payments will be made only to the Proposer to whom the contract is awarded.
- 3.2.4 The City of City Rapids will in no case agree to terms not submitted for review with the proposal submittal.

### 3.3 Payment Terms and Invoice Submittal

- 3.3.1 Payment terms for Services authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after Services are provided, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 3.3.2 Invoices shall include the following information:
  - Consultant name and address
  - Date of Services

- City PO number
- Department name and location of MFD
- Unit price per page (black & white and/or color)
- Quantity (black & white and/or color)
- The total amount being invoiced
- The Project Number / Contract Number (#PUR0417-211)

3.3.3 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

3.3.4 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

- a) In a pdf format via e-mail to: [accountspayable@cedar-rapids.org](mailto:accountspayable@cedar-rapids.org)  
or
- b) Via US mail to: City of Cedar Rapids, Finance Department – Accounts Payable,  
101 First Street SE, PO Box 2148, Cedar Rapids, IA 52406-2148.

3.3.5 The City may withhold payment for reasons including, but not limited to the following:

- a) Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Consultant;
- b) Damage for which Consultant is liable under the Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subconsultants or other persons;
- e) Delay in the progress or completion of the Services;
- f) Inability of Consultant to complete the Services;
- g) Failure of Consultant to properly complete or document any pay request or invoice;
- h) Any other failure of Consultant to perform any of its obligations under the Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the Contract.

3.3.6 Actual travel time to and from the work location is not reimbursable under the Contract.

### 3.4 Treatment of Documents and Records

#### 3.4.1 Ownership

All Documents and other materials prepared by the Consultant in connection with this project are the City's sole property in which the Consultant has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Consultant by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Consultant from retaining a single copy of information for its files.

#### 3.4.2 Confidentiality

Any individual subcontracted or employed by the Consultant with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Services of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

#### 3.4.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Consultant and/or its subconsultants chooses to dispose of Documents, disposal of Documents shall:

- a) comply with any retention requirements of the agreement, and
- b) be in a manner such that documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

#### 3.4.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Consultant and its Subconsultants, if any, shall maintain all accounting records and other documentation generated in performing the Services under the Contract.

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Services contained herein. As such, there shall be no additional compensation allowed the Consultant for maintaining this information and allowing the herein described access.

- 3.5 If Project is funded in any way utilizing Federal Funds the Consultant acknowledges that it may be required to submit to an audit of funds paid through the Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

----- End of Section 3.0 -----



## SECTION 4.0 – SCOPE OF SERVICES

### 4.1 Definitions

City	City of Cedar Rapids
Vendor, Dealer	Provider of MFD
RFP	Request for Proposal
MFD	Multifunctional Device that copies, prints, scans and, in some cases, faxes
PPM	Page per minute

### 4.2 Background

The City of Cedar Rapids has a fleet of approximately 80 Lanier multifunctional devices that copy, print, scan and in some cases, have fax capability. In the past, the machines (normally 25 ppm and larger) were rented and the smaller desktop type machines were normally purchased. Although the machines are all the same brand (Lanier), they were not installed at the same time. Therefore, the City has multiple service contracts expiring on different dates with different prices. All current contracts are with the same Vendor on a cost per copy basis. All machines are connected to the City's network.

With the assistance of the current vendor and the Information Technology Department, the City has also developed a desktop printer policy and has strived to eliminate all inkjet printers and reduce, standardize and network the number of laser printers. Maintenance of the City's desktop printer fleet is NOT included in the Scope of Services for this RFP.

### 4.3 Intent

The purpose of this RFP is to establish a five-year contract with one qualified Vendor to provide new and unused Multifunctional Devices (hereinafter called MFDs, machines, equipment or devices) and the related service, supplies and maintenance for each new machine as it is phased into the City's fleet. The machines currently forecasted for replacement in 2017 and 2018 are listed on Attachment D. Used, demo, refurbished or re-manufactured machines are not an acceptable replacement for the machines listed. During the term of the contract, multifunction devices will be right-sized as deemed appropriate by the City's Contract Administrator (below) and the Vendor and phased into the contract that results from this RFP. The Vendor will be responsible for delivery, set-up, assembly, service, operator training and the necessary operating manuals. The title of every machine installed under this contract will remain with the awarded Vendor and never pass on to the City of Cedar Rapids.

The goal is for the City's fleet of MFDs to be rented from one Vendor, at one cost-per copy under one five year contract. The City realizes that it will take five years to reach this goal.

### 4.4 Contract Administrator

Rebecca Johnson, Purchasing Agent, is the only point of contact for this RFP and the resulting contract. All Vendor communications regarding this RFP must be directed to Rebecca Johnson. Unauthorized contact regarding this RFP with other City employees may result in the vendor being disqualified.

Name: Rebecca Johnson, CPPB, Purchasing Agent

Phone: (319) 286-5062

Email: [r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org)

### 4.5 Contract

The City will not sign third-party leases or dealer leases. The contract will be prepared by the City.

It is essential that the Vendor understand that the needs of City departments will change during the contract period. The awarded Vendor must propose a plan for moving and changing equipment to meet these changing needs as they occur without additional cost for the services provided. The City must have the ability to add or delete machines from the contract and modify machine requirements as our internal needs change over time. All additions later in the contract term will be at the same price, terms and conditions of the original award. No machine placements will be allowed to take place without the approval of the City's Contract Administrator.

At the end of the contract, the rented equipment will be picked up by the Vendor with no penalty or additional charges.

#### 4.6 Pricing

Pricing for the machines shall be as follows:

- One firm fixed price per copy for black & white copies
- One firm fixed price per copy for color copies
- All copies/prints must be billed at the same rate regardless of machine size, page size and area coverage (no additional cost for 11x17)
- Price per copy is firm for all machines through entire contract period regardless of which year the machine is installed
- No monthly volume allowances or guaranteed minimums
- The City will pay only for actual copies/prints made.

Pricing shall include:

- Delivery of machine
- Installation of machine including all items to make the machine operational
- Relocating machine during the contract period, if required by the City
- Rental of the machine
- All parts and labor
- Service calls
- Toner
- Training
- Shipping costs
- Any building walk-through or assessment requested by the City
- Detailed usage reports
- Removal of machine at the end of the contract
- When machine is removed, all data wiped using DOD approved methods
- Proper disposal of the machine

Vendor may not increase the cost per copy rate at any time during the contract period. However, the Vendor may at any time evaluate the usage and offer a lower rate.

#### 4.7 Multifunction Devices

Proposals that provide the City flexibility in changing machine size and requirements easily and with no additional cost during the term of the contract will be given priority.

All machines installed during Year 1 and Year 2 of the contract period must be new machines and all machines are to be current retail models and digital with the latest technology.

Additional machines will be added as required by the City during the remaining term of the contract (Years 3, 4 and 5). Should the City approve slightly used machines during years 3, 4 and 5 of the contract, the City may request a record of service for each used machine. Machines with a history of maintenance problems will not be accepted.

All equipment proposed must have a meter or other device to measure impressions that will be able to be accessed for easy reading. In addition, the monthly meter counts must be capable of being separated by department, account code, black and white usage and color usage. The equipment console display must signal the user of the need for paper, toner, or of the occurrence of paper jams and/or misfeeds. Controls should also include exposure adjustments for print quality.

All machines must have security features to ensure that the City's network is protected. All hard drives contained in the machines must be encrypted.

Upon award, it will be the Vendor's responsibility to ensure that the equipment proposed for each location is capable of fitting into the space provided, and the voltage supply and electrical plug are adequate for the machines being proposed. Changes of the electrical outlets or the addition of network connections will be coordinated with the City's Contract Administrator as needed at the expense of the City.

As stated previously, the City's current fleet consists of some rented machines and some city-owned machines. As the currently placed equipment reaches the end of its useful life, the awarded Vendor shall remove and dispose of all existing city-owned devices at its own expense. The equipment that is currently rented by the City

shall be disposed of by the Vendor that owns the equipment and holds the existing contract. The disposition of equipment shall conform to all local, state and federal environmental regulations. Local storage devices on MFDs shall be removed from the machine and turned over to the City's Information Technology Department for destruction.

#### 4.8 Scanning

All multifunction devices under the contract will have the ability to scan documents in TIFF, JPEG and PDF formats.

Single-pass duplex scanning via ADF will be preferable.

It is expected that all multifunction devices, regardless of model, will have the ability to scan documents at a minimum of 600x600 dpi.

It is expected that all multifunction devices will have the ability to connect to the City's e-mail user listing via Active Directory and scan to e-mail using any of the file formats listed above. The City desires the capability to load an address book into the MFD to be used for scanning, rather than having to enter the information manually.

#### 4.9 Faxing

Faxing shall be available as an option and will likely be included on some machines upon request. Proposals should describe how the faxing solution will work and what technology is required to be provided by the City. Faxing, if needed, shall be included in the firm-fixed price per copy.

#### 4.10 Network Printing from MFDs

Each multifunction machine must be able to print documents at a minimum of 600dpi.

All network printing to multifunction devices must be invoiced to a specific department by use of an account code set up.

#### 4.11 Supplies for Multifunctional Devices

The Vendor will be responsible for providing any and all supplies including, but not limited to, toner, repair parts, and maintenance for all equipment listed in the RFP and any additional equipment added to the contract by subsequent amendments. Paper will be supplied by the City. Staples will be ordered from the Vendor on an as-needed basis and paid for by the City (separate from the cost per copy). There shall be no shipping or delivery fees for any supplies. All parts supplied by the Vendor will be Original Equipment Manufacturer (OEM) for the term of the contract; no generic parts will be allowed. The Vendor will be responsible for keeping an adequate stock of supplies and repair parts so that City departments do not experience an unreasonable delay in productivity.

Power cords, surge protectors (if required), network connection cards, and any other required cords or connection devices must be provided for each multifunction machine by the Vendor. The City will supply Ethernet network cables from the wall jack to the MFDs.

#### 4.12 Paper

All multifunction devices must have the ability of effectively utilizing 20 lb. bond paper and a range of other paper of various weight and finishes, including recycled paper with at least thirty percent (30%) post-consumer fiber.

Machines must have the ability to accommodate card stock and envelopes with printing through a bypass tray if needed.

#### 4.13 Installation, Removal, and Relocation

The City will provide electrical service and network wiring for each MFD installed. If the City requests a change in equipment that requires changes in electrical outlets, the cost to perform the electrical work for network connection will be the responsibility and expense of the City.

The awarded Vendor shall be responsible for replacing the equipment identified in this RFP with minimal disruption to City operations.

Installation and removal of all machines will be free of charge. All machines shall be delivered, installed and made ready for use with removal of all debris at Vendor's expense. During the life of the machine, there is a possibility that the department location may change within the City limits. If a machine under a current Service Agreement needs to be relocated, the Vendor agrees to move the machine free of charge. The City will give the Vendor at least 10 days written notice of the relocation.

#### 4.14 Estimated Quantities

MFD count volumes provided in this RFP are approximate. No minimum number of impressions per machine or for the total contact is implied or guaranteed. Historical volumes are offered to aid in the forecasting of equipment needs. Actual quantities, whether lesser or greater than estimated, will not affect the prices as proposed and accepted for the term of the contract.

#### 4.15 IT Requirements

MFDs that are connected to the City's network must meet the following requirements:

Network Operating System:	Windows NT Version 4.0
Network Cabling:	10 BaseT and Ethernet
Network Protocols:	TCP/IP
Operating System Platform:	Windows NT Version 4.0 & MS-Windows Version 2000
File Formats:	TIFF, Some fax, PDF, HTML
Cables:	City will supply

#### 4.16 Service

The Vendor must be able to meet all service requirements with a pre-established service department staffed by competent, properly trained employees. A complete inventory of replacement parts for the proposed machines must be maintained. Service staff must be available Monday-Friday, 8:00 am to 5:00 pm.

All calls for service must be answered promptly by a company service representative during the hours stated above. After the initial call for service, a factory-trained certified service technician must respond in person, on-site within three (3) working hours. If a service call is made after 2:00 pm, the service technician shall be on-site at 8:00 am the next business morning.

If the service technician cannot repair the machine during the initial service call, a sign must be affixed to the machine giving a date and time the machine is scheduled to be back in service.

#### 4.17 Loaner Machines

If a machine cannot be repaired within two (2) business days, the Vendor must provide a loaner at no charge to the City. The loaner must have features similar to the machine being replaced.

#### 4.18 Training

Training for City staff and advanced training for IT on the use of all devices and software shall be provided during installation and be included in the price per copy.

The Vendor must provide, at their expense, a training program for the key operators and an operations demonstration for the casual users at each site of placement. All training shall be scheduled at mutually agreeable times for the initial installation and as needed thereafter.

#### 4.19 Manuals

Vendor shall provide at least one set of standard operator manuals upon delivery of each machine at no charge.

----- End of Section 4.0 -----

## SECTION 5.0 – PROPOSAL EVALUATION AND AWARD

### 5.1 Award

Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.

5.1.1 Award shall be made to the responsible Proposer submitting the most responsive proposal which offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City reserves the right to accept or reject any or all proposals; to resolicit the project; to use both primary and secondary consultants; to award proposals by groups; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City.

5.1.2 If the evaluation team determines that the project should be awarded, the process shall be as follows:

- a) The evaluation team shall determine which Proposer has submitted the most responsive and responsible proposal.
- b) For projects equal to or greater than \$50,000, the City Council shall consider a resolution awarding the Contract and authorizing the City Manager to sign the Contract on behalf of the City. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no Contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the project and authorizing the City Manager to sign the Contract.
- c) Consultant signs the Contract.
- d) The City Manager and the City Clerk execute the Contract.
- e) The City issues a purchase order to the Consultant. The purchase order shall constitute authorization for the Consultant to commence the Services.

5.1.3 If the evaluation team determines that all the proposals received shall be rejected, the Proposers will be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-solicit the project.

### 5.2 Proposal Evaluation Criteria

Financial terms will not be the sole determining factor in the award. In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

#### 5.2.1 Proposed Hardware (20% of total evaluation score)

- a) Overall quality of equipment offered to include reliability, productivity and compliance with minimum features specified
- b) User interfaces for copy, print, and scan functions for common workflow
- c) Security features, including encryption

#### 5.2.2 Qualifications and Experience (25% of total evaluation score)

- a) Relevant experience of key personnel, including assigned Project Manager, in order to assess background, capacity and experience
- b) Relevance of references, including performance on other city projects
- c) Knowledge, experience and an established positive track record providing services of similar nature and complexity
- d) Technical support proposed
- e) Financial responsibility/stability

#### 5.2.3 Financial Proposal (20% of total evaluation score)

#### 5.2.4 Method of Approach (25% of total evaluation score)

- a) Overall program offered and ability of program to support the goals and objectives of the City with regards to all devices and services required

- b) Method of approach on how the actual scope of services shall be performed and administered
- c) Any additional services offered that add value to the overall offer presented

5.2.5 Company Responsiveness to RFP (10% of total evaluation score)

- a) Total scope of services proposed
- b) Demonstrated understanding of the project
- c) Ability to accept the terms and conditions of this RFP
- d) Responses to overall proposal and compliance with submission guidelines
- e) Proposal presentation (completeness, organization, appearance, etc.)

5.3 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Consultant or Subconsultant in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Proposal.

5.4 The City may check the references provided and survey other local agencies during the proposal evaluation period to ensure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.

5.5 Proposal Evaluation Procedures

Proposals will be evaluated by a proposal evaluation team (hereinafter referred to as Team) using the following procedure. Each evaluator will score each proposal on a scale of 1 to 10 for each of the criteria stated in Section 5.2. Evaluator scores will be averaged and the weighting percentage will be applied.

5.5.1 Team members will read each proposal and will evaluate based on their experience and judgment of how well the proposal addresses the City's requirements. Each prospective company is assured that any proposal submitted will be evaluated using the best available information and without any forgone conclusions.

5.5.2 The team members will convene to discuss the proposals. At this point, some firms may be eliminated from further consideration based on their overall response to the RFP.

5.5.3 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of a proposal. References, as deemed appropriate, may be checked at any time during the process.

5.5.4 The team may arrange interviews, demonstrations and/or presentations with representatives of the top firms.

5.5.5 The team meets again for further discussion and then scores the top proposals based on the criteria stated in section 5.2.

5.5.6 At the discretion of the evaluation team, the top proposer(s) may be invited to submit a "best and final offer" to negotiate cost or deliverables.

5.5.7 The City would then enter into contract negotiations with the top Proposer.

5.6 A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.7 Buy Local Program

The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or Services by competitive bid or proposal. Preference shall be applied to acceptable proposals from businesses located within Linn County who have submitted a notarized Local Business Certificate. See Attachment C for details. If your company is already registered, or if this does not apply to your business, do not complete the form.

----- End of Section 5.0 -----

## SECTION 6.0 – SUBMITTAL INSTRUCTIONS

### 6.1 Financial Proposal

Only this portion of the proposal shall include the proposed Pricing. Pricing shall be indicated on the Proposal Pricing Submittal Form as an all-inclusive firm-fixed price per copy for black and white and price per copy for color. Pricing shall be the same for all MFD units regardless of volume and shall not increase for the 5-year term of the contract. The Proposal Pricing Submittal Form shall be included in the proposal submittal under Tab 5.0 as indicated in the table below.

### 6.2 Non-Financial Proposal

6.2.1 In order to facilitate the analysis of responses to this RFP, Consultants are required to prepare their proposals in accordance with the instructions outlined in this section. Consultants whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Cedar Rapids.

6.2.2 Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

- a) Each of the five (5) sections listed below shall be tabbed and labeled.
- b) Each page shall be numbered on the bottom right hand corner.
- c) Submit one (1) original proposal and three (3) copies.
- d) The proposal shall be organized as follows:

Proposal Tab	Title
1.0	Cover Letter and Executive Summary
2.0	Company Background and Experience
3.0	Response to Scope of Services – include responses to items listed in 6.2.5 below
4.0	Sample Documents that track volume of every machine
5.0	Submittal Forms

6.2.3 Tab 1.0 - The Consultant shall provide a Cover Letter on corporate letterhead, signed by an authorized representative of the company and an Executive Summary which will be limited to a brief narrative highlighting the Consultant's proposal. The Executive Summary should not include cost quotations.

6.2.4 Tab 2.0 - Consultants shall provide information about their company and the individuals assigned to provide the Services so the City of Cedar Rapids can evaluate the Consultant's stability and ability to support the commitments set forth in the RFP. The City of Cedar Rapids, at its option, may require a Consultant to provide additional documentation and/or clarify requested information.

- a) Brief description of the company including company size and organization, past history, present status, future plans, etc.
- b) Provide the name of the principal or project manager in your firm, including his/her office location, who will have direct and continued responsibility for the services provided to the City. This person will serve as the firm's first point-of-contact on all matters dealing with services and the handling of day-to-day activities through the duration of the project.
- c) Identify other individuals who will be assigned to this project by name, job classification and office location.
- d) Describe the professional experience of each individual proposed to be assigned to this project, including the project manager, and provide a detailed listing of the projects they have worked on for other clients.

6.2.5 Tab 3.0 - Consultants shall provide their response to the Scope of Services, including an outline for project management and task implementation. The work plan must detail the firm's services to be performed and estimated response times. This section of the proposal shall also include responses to the following:

- a) Describe how changes to the contract such as machine additions and deletions will be handled administratively and operationally by your company.
  - b) Describe your company's ability to delete devices, add devices, or add options to the devices in the City's fleet at any time during the contract without penalty or extension to the length of the contract.
  - c) Identify page count. What is one "tic"? What is more than one?
  - d) Describe the approach your company will take for training end users on the equipment.
  - e) Describe the approach your company will take to implement the equipment across the City.
  - f) Describe the approach your company will take for replenishment of supplies (toner and staples).
  - g) Describe the service call approach that your company provides including the number of factory-trained service technicians that you employ. List the name of each technician who is assigned within the city limits and their number of years of experience.
  - h) Describe the approach your company will take to resolve service issues with equipment under the contract.
  - i) Describe how your scanning solution will work. Is it possible to import an address book into the MFD? If so, what format is needed and what are the steps?
  - j) Describe how your faxing solution will work.
  - k) Describe how your network printing solution will work.
  - l) Describe your tools for managing the devices, including print server management software, and how the City's Contract Administrator and IT personnel would be able to utilize the tools.
  - m) Describe the security features of the machines you are proposing for the City, including encryption of hard drives.
  - n) Describe the secure print option for each model of machine proposed.
- 6.2.6 Tab 4.0 - Provide draft sample documents of each type of report that will be utilized to manage the placement and sizing of MFDs including volume, speed, location, black and white versus color, additional features, etc.
- 6.2.7 Tab 5.0 – Submittal Forms (Attachment C, includes General Company Information Form, Certification Regarding Ability to Obtain Required Insurance, Proposal Pricing Submittal Form, Proposal Questions Submittal Form, Signature Page Form and Buy Local Packet, if applicable)
- 6.2.8 All offers and other work products submitted in response to this RFP shall become the property of the City of Cedar Rapids.

----- End of Section 6.0 -----



## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

**ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices proposed must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

### ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with , at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

**ASSIGNMENT** - The City and the Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Consultant are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

**PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All Proposal responses must be submitted in English.

**PROPOSAL FORM** - Each Proposer must submit an original proposal and additional copies as required on the forms attached. The Proposer shall correctly sign the proposal, and the proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the proposal, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

**PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a proposal, the submitting party recognizes this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any opportunity.

**PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to accept or reject any or all proposals or parts thereof. The City further reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposals where it is deemed advisable in protection of the best interests of the City.

**CONFLICT OF INTEREST** - Consultant represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Consultant and the City that is a conflict of interest. No employee, officer or agent of the Consultant shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Consultant shall be liable for any excess costs to the City as a result of the conflict of interest. The Consultant shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Consultant shall report any potential, real, or apparent conflict of interest to the City.

**DISPUTES** - Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Services properly performed. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Consultant as a result of such failure to proceed shall be borne by the Consultant. The unintentional delayed payment by the City to the Consultant of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Consultant to stop or delay Services.

**FOB POINT AND FREIGHT/DELIVERY CHARGES** – The FOB point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of the goods, rather than as a separate line item.

**FORCE MAJEURE** - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or

failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

**INDEMNIFICATION** - The Consultant shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Consultant, its employees, or any independent Consultants working under the direction of either the Consultant in the performance of the Contract.

**LAWS AND REGULATIONS** - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Consultant certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

**NO GIFT STANDARD** - The City of Cedar Rapids is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

**NON-COLLUSION STATEMENT** – Neither the Consultant, nor anyone in the employment of the Consultant, has employed any person to solicit or procure the Contract nor will the Consultant make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Services rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Consultant, nor anyone in the employment of the Consultant, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

**NON-DISCRIMINATION AND EQUAL OPPORTUNITY** - All Consultants that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Consultant will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Consultant will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Consultant.

**REGULATORY AGENCY COMPLIANCE** - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Consultants will offer expertise on conformance of regulations applying to the services they provide.

**RIGHT TO PROTEST** - Anyone wishing to file a protest concerning (1) the specifications, (2) the proposal procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at [http://www.cedar-rapids.org/document\\_center/Purchasing/Protest%20Procedure\\_14.pdf](http://www.cedar-rapids.org/document_center/Purchasing/Protest%20Procedure_14.pdf)

**SUBCONTRACTING** – The Services relating to this Project, or any portion thereof, may not be subcontracted without written approval from the City. All approved Subcontractors shall be listed in the resulting contract or in a written amendment to the contract.

**SUSPENSIONS AND DEBARMENT** - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

**TAXES** - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

**TERMINATION OF CONTRACT FOR CONVENIENCE** - The City may terminate the Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by the Consultant under

the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all Services which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Consultant.

**TERMINATION FOR CAUSE AND DEFAULT** - If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations or if the Consultant shall violate any of the terms or conditions of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Consultant of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Services, reports, and delivered materials shall, at the option of the City, become its property, and the Consultant shall be entitled to receive compensation for any satisfactory Services completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Consultant and the City may withhold any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City are determined.

**WARRANTIES – INTELLECTUAL PROPERTY** - Consultant represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Consultant or that the Consultant has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Consultant represents and warrants that the materials, goods and services, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other services or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Consultant further represents and warrants that the materials and services do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Consultant represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.

**WARRANTIES -PROFESSIONAL SERVICES** - The Consultant shall perform Services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Contract. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.

Consultant represents that the Services and all of its components shall be free of defects; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application; shall conform to the requirements of this Contract; and shall be sufficient and suitable for the purposes expressed in this Contract.

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Documents and other items and Services under this Contract. Consultant shall, promptly and without charge, provide all corrective Services necessary as a result of Consultant's acts, errors, or omissions with respect to the quality and accuracy of Services and documents.

Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's acts, errors, or omissions, and for any losses or costs to repair or remedy any services undertaken by City based upon the services as a result of any such acts, errors, or omissions.

Consultant's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.

----- End of Attachment A -----

## ATTACHMENT B – INSURANCE REQUIREMENTS

### **Section I – Basic Insurance Requirements**

Consultant, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Consultant's obligations and activities.

**General Liability Insurance** with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate Bodily Injury and Property Damage. Coverage shall include the following extensions: Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Independent Consultant Coverage and Contractual Liability.

**Automobile Liability Insurance** with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Consultant or its employees.

**Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Statutes. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

### **THREE (3) ENDORSEMENTS REQUIRED:**

#### **1. Additional Insured Endorsement:**

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's Services provided for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

#### **2. Non-Waiver of Governmental Immunities Endorsement (Iowa):**

- a. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- b. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
- c. **Assertion of Government Immunity** The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
- d. **Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
- e. **No Other Change in Policy** The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

#### **3. Cancellation and Material Changes Endorsement**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Cedar Rapids  
Finance Department – Purchasing Services Division  
101 First Street SE  
Cedar Rapids IA 52401

**(Please note that the City does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)**

## **Section II – Conditions of Contract**

The Consultant is required to purchase and maintain insurance coverage to protect the Consultant and City of Cedar Rapids throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Consultant to maintain this insurance in full effect will be treated as a failure on the part of the Consultant to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of “B+” or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the CITY certificates of insurance.

The Consultant shall be responsible for deductibles and self-insured retentions in the Consultant’s insurance policies.

The Consultant is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

In the case of any work sublet, the Consultant shall require Subconsultants and independent Consultant working under the direction of either the Consultant or a Subconsultant to carry and maintain the same workers compensation and liability insurance required of the Consultant.

## **Section III – Contract Approval**

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Multifunctional Devices & Related Services, RFP #PUR0417-211, as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids  
Finance Department – Purchasing Services Division  
101 First Street SE  
Cedar Rapids IA 52401

The Producer’s contact person’s name, phone number and e-mail address is required.

Endorsements, as required in Section I, shall be included with the Certificate of Insurance to evidence that the policy has been endorsed.

Certificates may be sent by e-mail ([r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org)), fax (888-815-3659), mail or delivery to the attention of Rebecca Johnson.

**ATTACHMENT C**

**PROPOSAL SUBMITTAL FORMS**

For

**MULTIFUNCTIONAL DEVICES & RELATED SERVICES**

**RFP #PUR0417-211**

<b>FORM NAME</b>	<b>Page</b>
General Company Information Form.....	23
Certification Regarding Ability to Obtain Required Insurance.....	24
Proposal Pricing Submittal Form.....	25
Device Information Form.....	26
Signature Page Form.....	27
Buy Local Packet (submit only if applicable).....	28

## GENERAL COMPANY INFORMATION FORM

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

General Description of the Company: \_\_\_\_\_

Type of Organization (franchise, corporation, partnership, etc.) \_\_\_\_\_

Number of years in business: \_\_\_\_\_

## References

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)

### Reference #1 - Name:

Address: \_\_\_\_\_

Contact Person & Phone: \_\_\_\_\_

Date & Description of Job: \_\_\_\_\_

Contract Value: \_\_\_\_\_

### Reference #2 - Name:

Address: \_\_\_\_\_

Contact Person & Phone: \_\_\_\_\_

Date & Description of Job: \_\_\_\_\_

Contract Value: \_\_\_\_\_

### Reference #3 - Name:

Address: \_\_\_\_\_

Contact Person & Phone: \_\_\_\_\_

Date & Description of Job: \_\_\_\_\_

Contract Value: \_\_\_\_\_

## Personnel

Name and title of person overseeing the City account: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Names, titles and years of experience of persons expected to service the City account:

\_\_\_\_\_  
\_\_\_\_\_

## Safety Record

Has your company received an OSHA violation in the past five (5) years?

☐ Yes

☐ No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

**CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE**

**CERTIFICATION BY PROPOSER'S INSURANCE AGENT/BROKER REGARDING PROPOSER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE AND ENDORSEMENTS**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment B, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverage and endorsements if selected as the successful proposer of the RFP to which my client has responded:

Project Name and Number: \_\_\_\_\_

Legal Name of Proposer: \_\_\_\_\_

Name/Address of Insurance Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Agent/Broker (Print): \_\_\_\_\_

Signature of Agent/Broker: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



## PROPOSAL PRICING SUBMITTAL FORM

The Vendor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Services as defined below, in accordance with the Scope of Services as described in Section 4.0. The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

### Pricing requirements:

- Same price for every machine in every location
- Pricing firm for the 5 years (60 months) of the initial contract (regardless of which year the machine is installed)
- No minimum volume required – per machine or citywide
- Pricing includes removal of machines by the Vendor at end of rental period
- Pricing includes replacement of machines or switching between departments as needed
- Vendor shall move machines as needed for no additional charge
- There will be no automatic renewals
- Pricing includes delivery, setup, and coordination with the City's IT Department – whatever it takes to ensure each machine operates in optimum working order

**All-inclusive firm-fixed price per page – black and white:** \$ \_\_\_\_\_

**All-inclusive firm-fixed price per page – color:** \$ \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Council Resolution, a signed contract, and an approved purchase order are the documents that will authorize the Services to begin.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### DEVICE INFORMATION FORM – FOR IMMEDIATE REPLACEMENTS

The following machines are needed as soon as possible following award of the contract. Based on the usage history provided in Attachments D and E, complete the requested information for the machines you propose for each location:

City Department (Location)	Current Model (all Lanier)	Stapling Finisher	Paper Drawers	Fax	Proposed Make/Model	Page per minute Copy/Print	Page per minute Scan
Animal Control	LS425spf	Y	2	Y			
City Hall–City Manager Office	LD330spf	N	2	Y			
City Hall–City Manager Office	MP2852spf	Y	2	Y			
City Hall–Development	MPC5502	Y	4	N			
City Hall–Finance Analysts	SP5210SRf	Y	2	Y			
City Hall–Finance Gen. Acct.	SP5210SRf	Y	2	Y			
City Hall–Finance Payroll	SP5210SRf	Y	2	Y			
City Hall–Housing	MPC5502f	Y	3	Y			
CSC – Building Services	LD150spf	Y	3	Y			
CSC – Engineering-Const.	LD140sp	Y	4	N			
CSC – Engineering	MP3352sp	Y	2	N			
CSC – Facilities Maintenance	LD425spf	N	2	Y			
CSC – IT Department	MPC3002	Y	2	N			
CSC – Traffic Engineering	MP2352sp	Y	2	N			
Fire Department	MP3352spf	Y	2	Y			
Police – Admin	LD050sp	Y	2	N			
Police – Records	LD140spf	Y	3	Y			
Police – Command Center	Oki MPS3537	N	1	N			
Police Substation (1233 1 <sup>st</sup> Ave)	LD230spf	N	2	Y			
Water – Copy Room (Shaver)	LD140sp	Y	3	N			
Water – Distribution–Vault	LD016spf	N	1	Y			
Water – Engineering (Shaver)	LD645c	Y	4	N			
Water – Meter Shop (Shaver)	LD016spf	N	1	Y			
WPC – Lab	LD016f	N	1	Y			

**In addition to the information above, submit a “manufacturer specification sheet” for each machine proposed.**

City Council Resolution, a signed contract, and an approved purchase order are the documents that will authorize the Services to begin.

Name of Company: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the Services described herein must be provided, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Services be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Iowa Department of Labor Registration Number, if applicable \_\_\_\_\_

The State of Iowa requires that all individual contractors and businesses performing "construction" work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>

### FIRM PRICING

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

### ADDENDA {It is the Proposer's responsibility to check for issuance of any addenda}

The above-signed hereby acknowledges receipt of the following addenda:

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

### PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes ☐ No ☐

### QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: \_\_\_\_\_ % \_\_\_\_\_ days

Does this discount apply to payments made by MasterCard? Yes ☐ No ☐

### PROPOSED SUB-CONSULTANTS (Reference General Terms and Conditions, section titled *Subcontracting*).

If awarded this project, do you plan to use any sub-consultants? Yes ☐ No ☐ If yes, list information below.

Sub-consultant Company Name	Address	IA Contractor Registration # (if applicable)

☐ We choose not to bid at this time. ☐ We would like to be considered for future solicitations.

## BUY LOCAL PACKET

The Cedar Rapids City Council adopted the Buy Local Purchasing Policy through City Council Resolution No. 1239-10-10.

1. Who is local?

- a. Businesses located within Linn County, Iowa who have paid Linn County property taxes on a plant, office or store occupied by the business for the past year; or
- b. Businesses located within Linn County, Iowa who have paid rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on the plant, office or store occupied by the business.

2. How do I apply for local preference status?

- a. Complete a "Local Business Certificate". (See page 3 of this packet)
- b. Mail the notarized, completed certificate to:  
City of Cedar Rapids – Purchasing Division  
101 First Street SE  
Cedar Rapids, IA 52401

3. After I return the notarized certificate, how do I know if my business is on the list?

A list of certified businesses can be viewed on the City's website:

[http://www.cedar-rapids.org/local\\_government/departments\\_g - v/purchasing\\_services/buy\\_local.php](http://www.cedar-rapids.org/local_government/departments_g-v/purchasing_services/buy_local.php)

Please allow up to 10 days for processing of the certificate before the business is listed.

4. Will the local preference policy be applied to all purchases for goods and services?

No, the following types of purchases are excluded:

- a. Purchases subject to the competitive laws of the State of Iowa
- b. Purchases subject to federal, state or county grant stipulations
- c. Purchases from the State of Iowa or other national contracts
- d. Sole source purchases

5. Do you have questions or feedback about the Buy Local Program?

Please send questions via email to [buylocal@cedar-rapids.org](mailto:buylocal@cedar-rapids.org)

6. If I work out of my home, and my home is in Linn County, am I eligible to become a certified local business?

In order to qualify as local business your business must pay commercial property taxes related to the business being certified as local business. Residential property taxes paid for a home business do not qualify for the buy local certification.

7. How does the Buy Local Program work?

Preference shall be applied to acceptable quotes, bids and proposals greater than \$1,000 from businesses within Linn County, Iowa who have submitted a notarized "Local Business Certificate".

**Example A:** Preference shall be given in the procurement of goods and/or services by bid or quote when a local Contractor's bid or quote exceeds the acceptable low bid by no more than:

10% for bids less than \$25,000

5% for bids equal to or greater than \$25,000 but less than \$200,000

1% for bids equal to or greater than \$200,000

Bid Tabulation for a 20' Enclosed Trailer			
	Contractor A	Contractor B	Contractor C
	Marion, IA	Des Moines, IA	Davenport, IA
BID PRICE	\$ 15,147.99	\$ 14,770.55	\$ 18,250.00

- This bid is less than \$25,000 so the preference is 10%
- Contractor B submitted the lowest bid of \$14,770.55
- Contractor B is not a local business
- Contractor A submitted the next lowest bid of \$15,147.99
- Contractor A is a certified local business
- $\$15,147.99 - \$14,770.55 = \$377.44 / 14,770.55 = 2.56\%$
- The difference between the two bids is 2.56% which is within 10% so the local preference applies
- The bid is awarded to the local Contractor A for \$15,147.99

**Example B:** Preference shall be given in the procurement of goods and/or services by Request for Proposal (RFP) by awarding additional points to the evaluation scores of proposals received from certified local businesses as follows:

10% of all available points for proposals less than \$25,000

5% of all available points for proposals equal to or greater than \$25,000 but less than \$200,000

1% of all available points for proposals equal to or greater than \$200,000

Proposal Summary			
	Contractor A	Contractor B	Contractor C
	Iowa City, IA	Cedar Rapids, IA	Hiawatha, IA
Points	976.7	723	636.8
Points for Local Preference	0	50	50
TOTAL POINTS	976.7	773	686.8

- This proposal is greater than \$25,000 but less than \$200,000 so the preference is 5%
- The total available points are 1,000 (5% of 1,000 points = 50 points)
- The proposal received from Contractor A was given 976.7 points by the evaluation team
- Contractor B and Contractor C each received 50 additional points per the local preference policy
- After the additional points were applied, Contractor A remained the highest ranked proposal
- Local preference did not change the award in this case



## STATEMENT OF POLICY

## CITY OF CEDAR RAPIDS LOCAL BUSINESS CERTIFICATE

Pursuant to Cedar Rapids City Council Resolution 1239-10-10, in conducting the procurement of goods and/or services by competitive solicitation, the City of Cedar Rapids shall give preference to a responsive bid or proposal from a business located within the limits of Linn County, Iowa over an acceptable bid or proposal submitted by a business located outside of Linn County.

Preference shall be given in conducting procurement of goods and/or services by bid or quote when a local bidder's bid or quote exceeds the acceptable low bid by no more than:

- 10% for bids less than \$25,000
- 5% for bids equal to or greater than \$25,000 but less than \$200,000
- 1% for bids equal to or greater than \$200,000

Preference shall be given in conducting procurement of goods and/or services by request for proposal by awarding additional points to each proposal where the business is located in Linn County as follows:

- 10% of all available points for proposals less than \$25,000
- 5% of all available points for proposals equal to or greater than \$25,000 and less than \$200,000
- 1% of all available points for proposals equal to or greater than \$200,000

The local preference is not applicable to goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

### WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

I, \_\_\_\_\_, am an authorized representative of \_\_\_\_\_ (name of business) and on behalf of the business request that it be deemed to be a local business for purposes of the City of Cedar Rapids "Buy Local" program. Answering yes to question 1 **and** either question 2 or 3 listed below will qualify the business as a local business. In support of this request I certify the following information as being true and correct:

Name of Business Here →→→		
(1) Is your business located within the limits of Linn County, Iowa?	<input type="checkbox"/> Yes <input type="checkbox"/> No	No. of Years: _____
(2) Did your business pay Linn County property taxes on a plant, office or store occupied by the business for the past year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see page 1, #6
(3) Did your business pay rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on a plant, office or store occupied by your business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see page 1, #6

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree the business is required to notify the City in writing should it cease to qualify as a local business.

Signature _____	Title _____	Date _____
Address _____	City/State _____	Zip _____
Phone _____	Email _____	County _____

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before the undersigned Notary Public.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF IOWA

To confirm your status, check the certified local business list which is posted on the City's website:

[http://www.cedar-rapids.org/local\\_government/departments\\_g\\_-\\_v/purchasing\\_services/buy\\_local.php](http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/buy_local.php).

Questions about the Buy Local program may be emailed to [buylocal@cedar-rapids.org](mailto:buylocal@cedar-rapids.org).

Mail the notarized, completed certificate to →→→ City of Cedar Rapids  
Finance Department – Purchasing Services Division  
101 First Street SE  
Cedar Rapids, IA 52401

Internal Use Only:

Contractor ID: \_\_\_\_\_ Contractor Location ID: \_\_\_\_\_ Updated by: \_\_\_\_\_