



Request for Proposal 3090

Copiers – All College Locations

A pre-bid meeting will be held at 10:00 a.m. on Monday, April 10, 2017. The assembly point will be the lobby of College Office, 800 Allegheny Ave., Pittsburgh, PA 15233 (park in lot across from Wendy's – press button on box near gate [by Subway] to speak with receptionist and gain entrance).

RESPONSE TO THIS REQUEST FOR PROPOSAL IS DUE IN TO THE PURCHASING DEPARTMENT OF THE COMMUNITY COLLEGE OF ALLEGHENY COUNTY, 800 ALLEGHENY AVE., PITTSBURGH, PA 15233 NO LATER THAN:

2:00 p.m. Tuesday, April 25, 2017

Vendors must receive this RFP directly from the CCAC Purchasing Department. If received from another party, vendors must verify they are on the CCAC vendor list for this particular RFP. In so doing, bidders will receive all applicable addenda from CCAC. Failure to incorporate any addenda in the final submittal may result in the rejection of your proposal.

Interested parties may obtain further information from: mcvetic@ccac.edu.

No fax or e-mail proposals will be accepted.

REQUEST FOR PROPOSAL 3090
COPIERS – ALL COLLEGE LOCATIONS
GENERAL REQUIREMENTS AND PROVISIONS

The College intends to contract for forty eight (48) months for approximately ninety-two (92) copiers for all College locations. All prices quoted shall include transportation, installation, training (where applicable), and removal costs at the termination of the contract. Prices shall be firm throughout the duration of the contract.

The requirements within each division have been researched and estimated as accurately as possible for competitive bidding purposes. The College reserves the right to add or reduce the number copiers and/or features to be contracted, based on actual requirements at the time the orders are placed.

The College wishes to refrain from using the term “lease”, regardless of the terminology used by the vendor. It is the intent of the College to enter into an agreement with a vendor or vendors to install copier systems at locations throughout the College, pay for them monthly as determined herein, and at the end of the contract term, have them removed without further obligation to the College.

Note that the college is eligible to use COSTARS contracts.

1. GENERAL PROVISIONS

Refer all questions concerning this bid to Mike Cvetic, Director of Purchasing, at mcvetic@ccac.edu no later than Wednesday, April 19, 2017.

The College will not be bound by oral explanations or instructions given by any College employee at anytime during the competitive bidding process or after award. Only modifications to specifications issued in writing by way of addendum shall be valid.

Bonding Requirements - A performance bond in the amount of \$25,000 will be required of the awardee. Awarded vendor(s) may furnish either a performance bond to cover the complete contract term or an annually renewable performance bond – both options will be in the amount of 25,000. In the case of the annually renewable performance bond, the college may withhold payment until the vendor(s) provide the appropriate performance bond for each succeeding contract year.

Insurance Requirements - A certificate of insurance which meets the minimum requirements shown on “Form B”, which is included herein, shall be submitted by the successful bidder(s) prior to execution of any resulting contract.

Qualifications of the Contractor – The College shall reserve the right to inspect and evaluate any potential awardee’s past performance record, physical equipment, clerical staff, service technicians, and all matters that may bear upon the bidder’s ability to successfully perform the terms of the contract. Should the College reasonably find that any contractor does not have the capacity to perform the contract, the College may reject its proposal.

Furthermore, should the quality of output on proposed equipment not meet the satisfaction of the college, the vendor’s proposal will be rejected.

Proposal Period – Any proposal submitted shall be held open for 90 days after the opening date.

Unit Prices – Unit prices are required so that the College may know what credit will be received if quantities of this contract are reduced or what additional funds will be expensed for increasing of the quantities.

Disclaimer Warranty – Seller agrees to assume complete responsibility of satisfactory performance of the requirements of the contract. It is expressly understood and agreed that the College in no way be deemed or held to be obligated, liable or accountable to seller regarding any changes to the specified quantities as identified herein after the award of an order.

Governing Laws – Any resulting agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

MBE/WBE PARTICIPATION: CCAC encourages the participation of minority and women-owned businesses in all of its contracts and is committed to providing maximum opportunities for qualified minority and/or women-owned business enterprises ("MBE/WBEs") to participate in its work. Bidder agrees (1) if qualified, to take reasonable and timely steps to obtain appropriate certification as an MBE and/or WBE, (2) to ensure that MBE and/or WBEs are appropriately considered as subcontractors and/or suppliers under this Agreement; and (3) to report moneys spent for MBE and/or WBE subcontractors and/or suppliers for work as CCAC may from time to time reasonably request. CCAC's goal for MBE/WBE participation is 15%. Please provide documentation as to your firm's good faith effort to reach this goal by describing all applicable details of MBE/WBE participation that may be included in the resulting agreement.

2. BID PROPOSAL FORMAT/CONTENT

To allow for proper evaluation of the proposed copiers, vendors must submit with the proposal any applicable equipment and performance specifications for each model proposed. The College will make the final decision as to whether or not a bidder's equipment meets specifications.

Missing information in any of the areas where it is requested, or failure of the information to conform to the format requested, may result in the disqualification of the proposal.

3. TERMS AND CONDITIONS OF AGREEMENT

Agreement Period: Forty Eight (48) months beginning July 1, 2017 and extending through June 30, 2021 at the discretion of the college. The contract awardee(s) shall be committed to the July 1, 2017 equipment installation date.

Installation Requirements: Copier systems shall be required to be fully installed, all "in place" and operational on or before July 1, 2017. The vendor(s) shall coordinate installations with the existing copier providers and the College. All installations shall be scheduled and completed during each campus location's normal business hours. The College will not be held liable for payment for equipment or maintenance costs for any partial months during which the equipment is being installed.

The College shall impose a penalty of \$100.00 per day, beginning on July 6, 2017 for each copier system that is not completely installed and operational as of the beginning of business on that day and for each business day thereafter, until resolved.

This penalty will be strictly enforced, unless the delay is caused by the College and the vendor has proven to show due diligence in attempting, beyond a reasonable doubt, to completely fulfill the installation requirements otherwise. Any resulting penalties will be debited against the contractor's invoices for the corresponding equipment.

Option to Extend – CCAC reserves the right to extend any resulting contract for up to one year beyond the normal expiration date. All terms and conditions shall remain the same during the extension period. For the option period, the College and vendor(s) may negotiate charges lower than the contracted rates. Rates offered by the vendor(s) at the time the College is considering an extension may determine if the College will exercise an extension.

Option to Terminate – Should the College determine that the contractor is not satisfactorily performing the conditions of the contract, or if the expectations of the contractor's equipment does not meet that of the College, the College may by written notice to the contractor, demand that the contractor correct said problem in a satisfactory manner within a specified period of time. Furthermore, if a copier system is not maintained to the satisfaction of the College, the contractor will be issued a written statement requiring replacement of said equipment within 15 days with an equal or newer model of same or greater capability. Any replacement unit shall be subject to approval by the College and shall contain no more than the same life-time copy count as that of the replaced model. Failure to respond within the time specified and the manner required herein may be cause for the termination of the contract in whole, or in part.

Removal or replacement of any particular unit shall become an option for the College when it is determined that downtime is greater than 2% over a consecutive three-month period. Downtime must be due to equipment malfunction and not user abuse.

In the event the College terminates the contract in whole, or in part, it may procure in such manner as it deems reasonable and appropriate, such product and/or services as required by the contract condition. Furthermore, the contractor and/or his bonding company may be liable for any costs incurred for such product and/or services. The College reserves the right to cancel any resulting contract in whole, or in part, with thirty (30) days written notice, without financial penalty. If the agreement is terminated in part, the contractor shall be required to continue the performance of the contract to the extent not terminated under this clause.

The College shall have the option to terminate the use of equipment for any locations that are vacated or when it is requested that the equipment be removed for any valid financial reason (e.g.: the shutting down of a particular program or facility).

In addition, all contracts must allow for the termination of contract for any individual copier, or group of copiers, at the end of any fiscal year, if funds are not allocated for the continuing usage of some or all of the copiers during the following budgeted term. The College's fiscal year extends from July 1 through June 30.

4. ACCOUNTABILITY

The successful vendor(s) and its staff shall be accountable for its actions. Documentation shall be vital to measure the vendor's initial capabilities, and shall also be required to continually measure actual service and customer perceptions of same throughout the contract period. By providing the requested references, the vendor is required to demonstrate their ability to perform in accordance with the requirements contained herein.

Vendors may also be asked to provide the following prior to award:

Proof of Manufacturer's Warranty – A prepared commitment from the manufacturer, detailing all aspects of applicable manufacturer's satisfaction guarantee. Vendor must demonstrate ability to successfully fulfill warranty.

MSDS Sheets – Material Safety Data Sheets for all supply items associated with the normal operations of the copier units.

5. VENDOR QUALIFICATIONS – MINIMUM REQUIREMENTS

Equipment Qualification – All equipment bid on this contract must be NEW, current models. The new units must be placed direct from the factory. Units shall not have had prior ownership and shall be free of any demonstration copy mileage. The College WILL NOT accept equipment that is classified as re-manufactured, refurbished, renovated, reconditioned, factory rebuilt, restored, like new, or any of the like. The models of copiers proposed in the bid MUST be available at the time of bidding. NOTE: Equipment proposed in Segments 5 & 6 (minimum 90 and 105 CPM) may contain up to 20% used components that have been reprocessed to new part standards.

Equipment Divisions and Copier Segments – Provide pricing as required within the enclosed bid proposal forms for the following estimated quantity requirements:

Segment	Minimum Pages Per Minute	Anticipated Volume Range/Monthly Copies	Estimated Quantity
Division A shall consist of:			
Segment 1	5 PPM (color)/20PPM (b & w)	up to 8,000	1
Segment 2	20 PPM	up to 8,000	65
Segment 3	55 PPM	8,000 to 60,000	10
Segment 4	50 PPM (color)/75PPM (b & w)	8,000 to 60,000	1
Segment 5	90 PPM	60,000 to 200,000	11
Segment 6	105 PPM	75,000 to 300,000	4

Size of Equipment - Please note that if the footprint of any proposed equipment is larger than typical, it shall be the vendor's responsibility to research College locations, prior to bidding, and verify that proposed equipment will fit where required.

If power requirements for units proposed are not compatible with the electrical capacity of CCAC's buildings, the bid may be rejected in whole or in part.

Only one (1) bid offer will be accepted for consideration from each vendor. A vendor may bid on any or all copier segments.

The College shall reserve the right to award this contract on a segment-by-segment or total low bid basis. Failure to bid on all items in a segment or division may result in the rejection of your bid for that segment or division.

Maintenance and Technical Support Requirements:

The vendor shall provide maintenance service for all equipment and accessories supplied under this contract. The maintenance service shall include all labor, service, and parts necessary to keep the equipment operating at peak performance throughout the term of the contract. The cost of such maintenance shall be incorporated in the "maintenance and supplies" price/print on the bid sheets. The College shall not be liable for any additional payments for maintenance or supplies beyond said price/print.

The contractor(s) shall be expected to take a proactive approach in monitoring equipment performance and copy volumes in comparison to the recommended capacity levels of the contracted equipment. If due to increased copy volume demands or other unforeseen cause for a copier to be overworked beyond a reasonable and fair capacity level; and if an internal exchange cannot be accommodated within the College; the College shall hereby reserve the right to request the contractor to upgrade said equipment by replacing it at the next highest appropriate machine level, with the same vintage or newer unit. This replacement unit must be subject to approval by the College and shall contain no more than the same lifetime copy count as that of the replaced model. The College shall agree to make payment at the corresponding higher segment rate pricing as provided for herein.

If the situation is so that the upgrade requires the unit in question to be exchanged beyond the boundaries of the contractor's awarded division, and the College does not have a need for said unit otherwise, the contractor(s) agrees to remove and terminate said unit from the contract then if effect and then subtract the remaining estimated copy volume, without financial penalty to the College.

The College reserves the right to have copier equipment relocated by the vendor within existing or new locations at the vendor's expense, if requirements deem necessary, throughout the term of the contract.

Contractor(s) shall be committed to providing excellent service and support during normal business hours, Monday through Friday (8AM to 5PM).

All maintenance must be performed by certified, factory-trained personnel that are employed directly by the contractor(s). Also, contractor(s) shall directly employ a technical staff that is experienced in dealing with problems associated with devices residing on a network. Maintenance/ service may not be subcontracted. Awarded vendor(s) may be required to furnish proof of certification/factory training of all personnel performing service/maintenance on units obtained by the college.

Repair Service – Time of response between the placement of a service call by CCAC and the service technician's arrival on-site must be no more than 4 hours. Equipment must be satisfactorily repaired within a 24-hour timeframe, without exception. Failure to perform within these requirements shall be cause for action as outlined previously.

Service Reporting Requirements – As stated previously, the vendor and its staff will be held completely accountable and liable for its actions and customer satisfaction of performance levels as perceived by College personnel.

Upon request, successful vendor(s) shall present for all of their copiers a comprehensive service report, compiled in an easy to understand format, specific to each campus and individual location, listed in ascending order of segment models and corresponding serial numbers, to be sent to Purchasing.

The report shall include, but not be limited to, detail on average monthly copy volumes by quarter from the date of installation, number of emergency service calls, nature of each call, time required for technician response, and any other information that will assist the College in the present and future assessment of its copier needs and overall vendor performance levels.

Training – The contractor(s) shall be responsible for assuring that thorough on-site training is provided at all locations where equipment is installed. Training shall be performed by qualified personnel and shall be scheduled with the appropriate College staff, prior to holding sessions. Contractor(s) shall train College staff members in performing activities such as clearing jams, adding paper and toner, etc. The purpose of this training is to prevent excessive downtime for small maintenance related issues and is in no way intended to relieve the vendor(s) of their primary responsibility for the service and maintenance of the copier systems. Follow-up sessions shall be made available upon request at no charge to the College.

College's Responsibilities Regarding Networking – The College will only provide connectivity and offer information regarding the network. Beyond that, it is the sole responsibility of the vendor to provide full functionality of equipment as specified. Failure to provide full functionality may result in the College making deductions, in whole or in part, from the monthly payments made.

Contractor(s) Networking Responsibilities – It is the responsibility of each vendor to make certain that equipment bid will operate properly on the College's network. Contractor(s) will provide unlimited technical support (24 X 7) to the College (can be a call in center) to solve networking problems and resolving any problems that may arise. Furthermore, contractor(s) shall provide all required technical assistance to safeguard the College's network and related equipment from detriment that may arise from problems with the vendor's equipment because of external intrusion to the network.

It shall be the vendors' responsibility to remedy any problems that may arise as a result of their equipment being networked. Should problems develop, equipment shall be disconnected and the problem remedied before units may be connected again to the college's network. The college will deduct per-diem equipment costs from the monthly invoice for the time the equipment is not usable.

Networking, Scanning, and Fax Pricing – Prices bid shall be inclusive of labor, hardware, software, materials, etc. required to make a fax, printing and scanning fully functional on the College's network. The College will provide the required network connections and CAT 6 patch cables where applicable for designated unit. College personnel will be responsible for the loading of print drivers on all appropriate PCs if necessary. Initially, approximately 21 units will be networked for printing and scanning. Others will likely be networked throughout the term of the agreement. Vendor will assist as needed at no additional cost.

Software required for printing and scanning capabilities shall not be limited and available for employees as needed.

PostScript print processing will be used on some units. Optional pricing to be shown on summary page.

Dedicated print servers will not be used.

The primary application for scanning will be to scan files to PDF format.

Applications used for printing include but are not limited to: Microsoft Office, Adobe Acrobat, Internet Explorer, Microsoft Outlook, and print screens.

Start-up Supplies – The contractor(s) shall commit to delivering to the individual equipment locations, at the time of installation, a quantity of supplies equivalent to no less than the equal to three months expected volume. The contractor(s) shall also provide a simple method of replenishing supplies to each machine location, or as otherwise directed. The College will not be accountable for erroneous deliveries of the supply items by the vendor.

All supplies furnished shall be manufactured by the O.E.M. (Original Equipment Manufacturer).

Within 48 hours upon request, the vendor shall submit a letter from the manufacturer guaranteeing manufacturer's support and continuation of maintenance, availability of supplies, and overall fulfillment of the agreement, should the vendor become insolvent or cease to exist.

6. GENERAL INFORMATION

Equipment and maintenance/supply costs are billable monthly. Invoices are to reference P.O. numbers assigned to each copier. Payment terms are Net 30 after receipt and acceptance of invoice by CCAC.

College personnel shall record meter readings and reply by email when prompted monthly to the vendor for reconciliation.

Each of the college's five major locations shall be invoiced separately. Invoices shall be itemized by "equipment" costs and "maintenance and supplies" costs per unit.

Estimated quantities indicated are for bidding purposes only. The College may purchase more or less of any item at the prices stipulated throughout the term of the contract.

TAX EXEMPTION – The College is exempt from paying sales and federal excise taxes. A tax exemption certificate will be provided to the awarded vendor.

INDEMNITY – The vendor agrees to indemnify the College from and against all liability, loss or damage including reasonable counsel's fees resulting from the sale or rental of the products or any litigation based thereon, and such indemnity shall survive acceptance of the goods and payment therefore by the College as the case may warrant.

7. BID PROPOSAL DETAIL

Equipment pricing on the pricing pages is to be based on the minimum equipment specifications (including accessories) as described herein.

“Maintenance and Supply” cost per copy charges are to be inclusive of all operating costs, excluding paper, staples, and the separate equipment costs. All costs to be incurred for maintenance, support, and consumable supply items shall be included. All pricing shall be limited to a maximum extension of four (4) decimal places (example: .0003, .0015, etc.).

Estimated monthly volumes shown on the bid sheets are based on historical data and are for bidding purposes only. The College shall have the right to copy more or less than the amounts indicated at the cost per copy prices stipulated. The College shall not be held responsible for deviations above or below the estimated monthly volumes.

8. THE COLLEGE’S NETWORK

The College Maintains a high speed Wide Area Network. This network consists of an Ethernet integrated communications backbone running 1,000 Mbps between the four campuses and terminating at a central hub at College Office. Over 3,600 PCs are accommodated by the network as well as voice and video transmissions. Six College Centers are connected to the Wide Area Network through varying speed circuits from each Center to a hub in College Office. In all eleven locations (College Office, Campuses, and College Centers) data is transmitted to the desktop through shared 100Mbps Ethernet switches.

The central hub consists of a central server farm of over 100 servers running Windows 2003. Unix (HP-UX) and Linux also resides on several servers. Desktops are running Windows 7 SP1.

Some physical network/printer specifications:

Topology: Ethernet 100BaseT

Frame Type: 802.3; SNAP

Communications Protocols: TCP/IP

Print Drivers Commonly Used: Postscript Level Two, HPGL, HPPCL5, HPPCL5e, HPPCL5c

Common Software Supported using Standard Windows Drivers: Office 2010, Windows Based, Graphics

Over 100 LAN printers and over 500 desktop printers – both printer types in color and black and white

Desktops: Laser, Inkjet and Color Inkjet

LAN Printers: Laser, Color Laser, All-in-Ones, Inkjet, Line Printers

9. MINIMUM EQUIPMENT SPECIFICATIONS

The following are the minimum requirements for equipment – all copiers to be DIGITAL (“Digital” meaning that an original can be scanned once by the copier, stored into memory, giving the user the ability to make multiple copies of the stored image).

Where internal usage tracking accounting systems (e.g.: Auditrons) are indicated, units must be programmable with multiple accounts and user codes (at least 90 user codes). Systems must give the college the ability to limit the number of prints made per account. Systems shall have limits that can be set on a monthly basis and deny access to users once their monthly allowance has been met.

Internal device will be used to track usage and limit prints per month by setting codes for each user group.

Segment 1

At Least 5 Pages per Minute (Color) and 20 PPM (Black & White) [A3]

Approximate Volume Range: up to 8,000

Copy Size - Minimum 8-1/2 X 11; Maximum 11 X 17

Minimum Paper Capacity: 750 sheets

Three Paper Trays

Single Sheet Bypass

Enlargement/Reduction

Reversing Automatic Document Feeder

Automatic Duplexing

Automatic Stapling Finisher

Resolution: 600 x 600 dpi

Memory: 64 MB

Network Card

Data Override Security System (DOSS)

Stand

Segment 2

At Least 20 Pages per Minute (A3)

Approximate Volume Range: up to 8,000 copies per month

Copy Size - Minimum 8-1/2 X 11; Maximum 11 X 17

Minimum Paper Capacity: 1,000 sheets

Three Paper Trays

Single Sheet Bypass

Enlargement/Reduction

Reversing Automatic Document Feeder

Automatic Duplexing

Automatic Stapling Finisher

Resolution: 600 x 600 dpi

Memory: 64 MB

Data Override Security System (DOSS)

Stand

Internal Usage Tracking Accounting System (e.g.: Auditron)

Network Card

Option where indicated (Priced separately):

- **Fax Card**

Segment 3

At Least 55 Pages per Minute (A3)

Approximate Volume Range: 8,000 to 60,000 copies per month

Copy Size (A3) - Minimum 8-1/2 X 11; Maximum 11 X 17

Minimum Paper Capacity: 2,000 sheets

Three Paper Trays

Single Sheet Bypass

Enlargement/Reduction

Reversing Automatic Document Feeder

Automatic Duplexing

Automatic Stapling Finisher

Resolution: 600 x 600 dpi

Memory: 64 MB

Data Override Security System (DOSS)

Internal Usage Tracking Accounting System (e.g.: Auditron)

Network Card

Option where indicated (Priced separately):

- **Fax Card**

Segment 4

At Least 50 Pages per Minute (Color) and 75 PPM (Black & White) [A3]

Approximate Volume Range: 30,000 to 75,000 copies per month

Copy Size – Minimum 8-1/2 X 11; Maximum 11 X 17

Minimum Paper Capacity: 2,000 sheets

Three Paper Trays

Single Sheet Bypass

Enlargement/Reduction

Reversing Automatic Document Feeder

Automatic Duplexing

Automatic Stapling Finisher

Resolution: 600 x 600 dpi

Memory: 64 MB

Data Override Security System (DOSS)

Network Card

Fax Card

Three-Hole Punch

Segment 5

At Least 90 Pages per Minute [A3]

Approximate Volume Range: 60,000 to 200,000 copies per month

Copy Size – Minimum 8-1/2 X 11; Maximum 11 X 17

Minimum Paper Capacity: 2,000 sheets

Three Paper Trays

Single Sheet Bypass

Enlargement/Reduction Capabilities

Reversing Automatic Document Feeder

Automatic Duplexing

Automatic Stapling Finisher: 100 Sheet Capacity

Resolution: 600 x 600 dpi

Memory: 96 MB

Data Override Security System (DOSS)

Internal Usage Tracking Accounting System (e.g.: Auditron)

Three-hole Punch

Options where indicated (priced separately):

- **4,000-Sheet Large Capacity Drawer (8-1/2 x 11, 8-1/2 x 14, and 11 x 17)**
- **Network Card**

Segment 6

At Least 105 Pages per Minute [A3]

Approximate Volume Range: 75,000 to 300,000 Copies per Month

Copy Size – Minimum 8-1/2 X 11; Maximum 11 X 17

Minimum Paper Capacity: 2,000 Sheets

Three Paper Trays

Enlargement/Reduction Capabilities

Automatic Duplexing

Reversing Automatic Document Feeder

Automatic Stapling Finisher: 100 Sheet Capacity

Resolution: 600 x 600 dpi

Memory: 96 MB

Data Override Security System (DOSS)

4,000-Sheet Large Capacity Drawer (8-1/2 x 11, 8-1/2 x 14, and 11 x 17)

3-hole Punch

10. INSTRUCTIONS TO VENDORS

10.1 RFP Questions and Clarifications

Vendors shall aggregate their requests for clarification and submit them via e-mail to **mcvetic@ccac.edu**. Contact should be no later than April 19, 2017. Such requests for clarification, and CCAC's response, will be supplied in writing to all parties that have received copies of the RFP, without identifying the source of the inquiry.

10.2 RFP Response Format

Vendors must address all information specified by this RFP. All questions must be answered completely. CCAC reserves the right to verify any information contained in the vendor's RFP response, and to request additional information after the RFP response has been received. Any supplemental information that you provide must be in writing and will become part of your proposal.

Marketing brochures included as part of the main body of the bid response shall not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and a vendor's answers in the body of the proposal, the latter will prevail.

10.3 Cover Letter - The proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposed entity. Cover letter to include a business profile statement detailing the length of time the company submitting the bid has been representing and servicing the proposed line of equipment, specific to the models being bid.

10.4 Vendor Profile and Demographics

Provide a statement giving a brief history of your company, how it is organized, and how its available products and resources will be used to meet CCAC's requirements and help achieve the business objectives stated above. The vendor shall submit the following information:

- d. The company's official name and address. The vendor shall also indicate what type of entity it is (i.e. a corporation or a partnership).
- e. The name, address and telephone number of the person who receives correspondence and who is authorized to make decisions or represent the vendor. Please state his or her capacity within the company.
- f. The total number of years the vendor has been in business *and* offering **Solution** products and, if applicable, the number of years under the present business name.
- g. The number of years that the vendor has been providing the specific equipment that forms part of its current proposal.
- h. A description of the vendor's operations: facilities, business and objectives, and the number of employees.

10.5 Financial Information

Within 48 hours upon request by CCAC, the vendor shall provide a complete set of audited financial statements for the past three years. All financial statements should be prepared to generally accepted accounting principles. Each vendor should note that CCAC reserves the right to purchase credit reports and additional financial information as it deems necessary. The vendor shall also provide a copy of its corporate annual report.

10.6 Proposal Submission

Vendors' proposals should be mailed/delivered to the following address:

**Michael Cvetic
Director of Purchasing
Community College of Allegheny County
800 Allegheny Avenue
Pittsburgh, PA 15233-1895**

Please note that it is the vendor's responsibility to ensure that the proposal and all other required documents are received at the address named above by the closing date specified above. CCAC will be the sole judge of the qualifications of all prospective candidates, and reserves the right to reject any and all submittals without recourse.

CCAC is aware that information contained in the proposals indicates the vendor's current operations. Therefore, use of this information shall be confined to this request and will be treated as confidential.

Vendors shall bear all costs associated with preparing and submitting responses to this RFP and the subsequent evaluation phase. CCAC will, in no way, be responsible for these costs, regardless of the conduct or outcome of the prequalification process.

11.0 REQUIRED SUBMITTALS

The College requires that responses to this solicitation contain the following information:

SUBMITTAL FORM (Page 24): Vendor must complete, sign, and submit this page with their proposal response.

PRICING SUMMARY PAGES: Submit pricing pages

REQUIRED DOCUMENTATION: Submit all documentation and support materials as described throughout this RFP (including product sheets of units being proposed).

REFERENCES – submit a minimum of three references in the Pittsburgh area with operating, networked, installations of the same or similar makes and models of equipment being bid. Each reference shall include the name of the organization, the name and telephone number of the appropriate contact person within each, the number of units in service and the approximate length of time units have been in service. References shall be from organizations that are similar to the College.

MBE/WBE PARTICIPATION: CCAC encourages the participation of minority and women-owned businesses in all of its contracts and is committed to providing maximum opportunities for qualified minority and/or women-owned business enterprises ("MBE/WBEs") to participate in its work. Bidder agrees (1) if qualified, to take reasonable and timely steps to obtain appropriate certification as an MBE and/or WBE, (2) to ensure that MBE and/or WBEs are appropriately considered as subcontractors and/or suppliers under this Agreement; and (3) to report moneys spent for MBE and/or WBE subcontractors and/or suppliers for work as CCAC may from time to time reasonably request. CCAC's goal for MBE/WBE participation is 15%. Please provide documentation as to your firm's good faith effort to reach this goal by describing all applicable details of MBE/WBE participation that may be included in the resulting agreement.

12.0 GENERAL SUBMITTAL REQUIREMENTS

All proposal responses, inclusive of the required submittals and all other documentation, must be submitted in hard copy and either mailed, delivered by private carrier, or hand-delivered (no fax or electronic responses).

PROPOSAL DEADLINE: Proposals are due by 2:00 p.m. on Tuesday, April 25, 2017. (Proposals received late will not be considered by the College.)

One original and one digital copy (disk or flash drive) of such shall be appropriately identified and delivered to: Community College of Allegheny County, Purchasing Department - Attn: Michael Cvetcic, 800 Allegheny Avenue, Pittsburgh, PA 15233

Proposals shall clearly indicate company name, full address, contact person, phone number, fax number and e-mail address.

Proposals must contain the original signature of a duly authorized officer or agent of the company submitting the proposal.

Any/all information/language that is proposed to be incorporated into any final agreement shall be submitted with the vendor's response.

All costs incurred in preparing a response shall be at the vendor's expense

13. VENDOR REPRESENTATION / WARRANTY

Any responding vendor, by submitting a proposal, specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform. CCAC shall reserve the right to inspect and/or evaluate any potential awardee's facility, physical equipment, staff, and all matters that may bear upon the ability to successfully perform the scope of work. CCAC shall conduct interviews of vendors as needed to evaluate qualifications. Should CCAC reasonably find that any vendor does not have the capacity to perform the work, CCAC may reject the vendor's proposal.

14. GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF THE AWARDED CONTRACT

The following terms and conditions shall apply to any resulting contract. Any terms and conditions of a responding vendor's that are in conflict with the College's terms and conditions, inclusive of any specific contractual requirements, must be identified within the vendor's response. CCAC may negotiate the inclusion, exclusion, or alteration of any language, terms, pricing or conditions prior to the issuance of a signed contract or throughout the term of the contract. The final contract shall incorporate the RFP document and any proposal submitted by the successful vendor and accepted by the College.

Additional phases of the project may be added at a later date beyond the initial award of the contract with the chosen vendor.

Vendors are cautioned that although the vendor's terms may be submitted for consideration, the College reserves the right to negotiate its preference of the same, or otherwise reject the vendor's proposal if the College is not able and willing to agree to the vendor's terms.

INVOICING/PAYMENT PROVISIONS: The College's payment terms shall be 30 days from the date the vendor's invoice is properly presented and received. Invoices may be submitted only in accordance with deliverables that have been appropriately accepted by the College's sign-off.

INDEPENDENT CONTRACTOR STATUS: It shall be expressly agreed that Contractor's status hereunder an award is that of independent Contractor. Neither Contractor, nor any person hired by Contractor, shall be considered employees of the College for any purpose.

AUTHORITY TO BIND: In the performance of the awarded services, Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind the College in any way and shall not represent to anyone that the Contractor has such authority.

GOVERNING LAWS: Any resulting agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania

EVALUATION AND AWARD OF PROPOSALS: While each proposal shall be considered objectively, CCAC reserves the right to accept or reject any proposal and to waive any formalities, informalities or technicalities in the RFP process at its own discretion.

CCAC will not be bound by oral explanations or instructions given by any CCAC employee or agent at any time during the competitive proposal process or after award. Only modifications to specifications issued in writing by way of addendum shall be valid.

CCAC reserves the right to award this RFP in any manner that is determined to be in its best interest. The award may be split on a location-by-location basis, total low basis, or other basis.

Pricing shall not be the only factor to be evaluated in the award of this RFP. Other qualifications such as MWDBE participation, qualifications and experience, service personnel, perceived quality of the products being proposed, vendor's financial strength, references, etc. shall be considered by the college.

The issuance of the College's award letter and/or subsequent purchase order(s) shall constitute the award of any accepted proposal.

INSURANCE AND INDEMNIFICATION REQUIREMENTS: An insurance certificate as described on "Form B" (attached herein) must be submitted by the awarded vendor prior to any work being performed.

PERFORMANCE BOND REQUIREMENTS: SEE BELOW.

CONTRACTOR INTEGRITY PROVISIONS

The awarded Contractor must agree and abide by the following integrity, confidentiality and non-disclosure provisions:

COLLEGE'S INTERESTS: Contractor agrees that it will not during the term of the resulting agreement engage in any activity which is contrary to and in conflict with the best interests, goals and purposes of the College.

CONFIDENTIALITY: The Contractor shall not disclose to others any confidential information gained by virtue of the proposal process and the resulting contract.

COMPLIANCE WITH APPLICABLE LAW: The Contractor shall maintain the highest standards of integrity in the performance of the contract and shall take no action in violation of state or federal laws, regulations, or any other requirements that govern contracting with the College.

8.0 PURCHASE ORDER TERMS AND CONDITIONS

https://www.ccac.edu/Terms_and_Conditions.aspx

On "Purchase Order Terms and Conditions", where language regarding Termination (b) appears to be in conflict with "Option to Terminate" language in the General Specifications contained herein, the language in the General Specifications shall prevail.

(For Awardee Only)

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2017, by and between Community College of Allegheny County, with a business office located at 800 Allegheny Avenue, Pittsburgh, PA 15233 (hereinafter referred to as the "College"), and the company or business listed on the signature page hereto (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the College has issued a Request for Quotation, Bid Solicitation, Request for Proposal, and/or a Purchase Order (hereinafter individually and collectively referred to as the "Order"), pursuant to

Bid Proposal No.

which College seeks to procure certain work and services, as more fully described on the Order; and

WHEREAS, Contractor has submitted a proposal to the College to provide the services described in the Order, a copy of which is attached hereto as Exhibit A (hereinafter the "Proposal") and incorporated by reference;

WHEREAS, the College desires to engage Contractor to provide the services, pursuant to and in accordance with the terms and conditions that this Agreement set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants that this Agreement contains, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall be as specified in the Order unless otherwise stated in the section below. If no date is specified, this Agreement shall begin with the date first stated above and terminate upon satisfactory completion of the services described herein.
2. Services. Contractor shall fully and faithfully perform the work and services described in the Order and the Proposal and any specifications, scope of work or other documentation attached thereto. Contractor warrants that all work and services performed by or on behalf of it under this Agreement will conform to all terms and specifications set forth in the Order and in the Proposal.
3. Price/Fees: The College shall pay Contractor for the services and work performed by Contractor in accordance with the fees and/or prices set forth in the Proposal.
4. Terms and Conditions: This Agreement, and the services to be performed by Contractor hereunder, will be subject to and governed by College's Standard Terms and Conditions for the Purchase of Goods and Services ("Master Terms"), which are incorporated herein by reference. The Master Terms can be viewed and downloaded at <http://www.ccac.edu/default.aspx?id=149304>. By signing below, Contractor acknowledges its receipt and acceptance of the Master Terms.
5. Insurance Requirements: In addition to the Master Terms, Contractor shall comply with the insurance and indemnification requirements set forth on Exhibit B, which are incorporated herein by reference. Prior to commencing performance of the Services, Contractor shall furnish to the College a properly executed certificate(s) of insurance which evidence all insurance required by Exhibit B. Said certificate(s) of insurance shall be attached herein as Exhibit C.
6. Assignment. Contractor may not assign or subcontract this Agreement or its performance thereof, in whole or in part, without the College's prior written consent.

7. Entire Agreement; Modification. This Agreement, together with the Exhibits and other documents referenced and incorporated herein, sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, whether oral or written. Any proposal, quotation, acknowledgment, confirmation or other writing submitted by Contractor to the College shall not be deemed to amend or modify this Agreement, and will be of no legal effect except to the extent that it serves to identify the work and services to be performed by the Contractor. This Agreement, and the terms set forth in the Master Terms, will control over any conflicting terms or provisions contained in any proposal, invoice or other documentation submitted by Contractor to College. The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the College and Contractor and the College's successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR:

By: _____

Signature: _____

Title: _____

Date: _____

COMMUNITY COLLEGE

OF ALLEGHENY COUNTY:

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBITS - The following Exhibits are attached hereto and made a part of this Agreement for all purposes:

- ☐ Exhibit A - Contractor's Proposal Response
- ☐ Exhibit B - Insurance Requirements
- ☐ Exhibit C - Contractor's Certificate(s) of Insurance.
- ☐ Exhibit D - Performance Bond

(For Awardee Only)

15. PERFORMANCE BOND REQUIREMENTS

Performance Bond Required of Awarded Vendor – \$25,000.00

Must use the college's form on the next page.

In lieu of a performance bond, the awarded vendor may submit either a certified or cashier's check or an Irrevocable Letter of Credit in the amount of \$25,000.00.

Irrevocable Letter of Credit shall be as follows:

A contractor or supplier to the Community College of Allegheny County may substitute an Irrevocable Letter of Credit in lieu of a Performance Bond. If this option is chosen by the contractor or supplier, the Irrevocable Letter of Credit must include the following terms.

a. The terms of payment must be stated as follows:

“The drafts must be accompanied by your (CCAC) signed statement certifying that the contractor has not performed satisfactorily in accordance with the specifications and conditions of the contract. Unsatisfactory performance will be determined solely by the Community College of Allegheny County”.

b. The Irrevocable Letter of Credit must be payable and confirmed through a correspondent bank headquartered within the United States and which has total assets of at least \$5 billion.

Any performance bond, certified/cashier's check, or Irrevocable Letter of Credit submitted by the awarded vendor shall remain in effect (certified/cashier's check held by CCAC) for a period of ninety days beyond the final date of acceptance and signoff by CCAC.

(For Awardee only)

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY
800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233**

BOND NUMBER _____

PERFORMANCE BOND

Know all men by these Presents that we _____

(hereinafter called "Principal") as Principal, and _____
authorized to do business in the Commonwealth of Pennsylvania (hereinafter called "Surety") as Surety,
are held and firmly bound unto the Community College of Allegheny County, through its Board of
Trustees, _____

in the sum of _____

to be paid to the said College aforesaid, its certain attorney, or assigns. To which payment will and truly
be made, said principal and said surety to bind themselves, their respective successors or assigns jointly
and severally, firmly by these presents.

WITNESS our hands and seals, the _____ day of _____ the year of our
Lord. Two thousand and _____.

WHEREAS the above
bounded _____
has filed with the Community College of Allegheny County proposals for
the _____

The Condition of the above Obligation is such that if the
said _____

shall perform _____

In accordance with the agreement between _____
and the Community College of Allegheny County of even date herewith and the specifications and
proposals attached to and made part of the agreement, shall indemnify and save harmless the said
Community College of Allegheny County from all liens, charges, demands, losses and damages of every
kind and nature, whatsoever. Then this obligations to be void, otherwise to be and remain in full force
and virtue.

Attest:

CONTRACTOR

(SEAL)

SECRETARY

PRESIDENT

Signed, Sealed, and Delivered in presence of:

(SEAL)

SURETY COMPANY

WITNESS

ADDRESS

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

800 ALLEGHENY AVENUE PITTSBURGH, PA 15233

INSURANCE REQUIREMENTS FORM B

Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Community College of Allegheny County (CCAC), its agents, officers, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Contract. The amount and type of insurance coverage requirements of this Contract will in no way be construed as limiting the scope of indemnification in this Paragraph.

Insurance. Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in Pennsylvania with a current A.M. Best rating of A- or better. At the signing of this Contract, and prior to the commencement of any work, Contractor shall furnish the CCAC Purchasing Department with a **Certificate of Insurance** evidencing the required coverages, conditions, and limits required by this Contract at the following address: Community College of Allegheny County, Purchasing Department, 800 Allegheny Avenue, Pittsburgh, PA 15233.

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Community College of Allegheny County, its agents, officers, employees, and volunteers as Additional Insureds with the following language or its equivalent:

Community College of Allegheny County, its agents, officers, employees, and volunteers are hereby named as additional insureds as their interest may appear.

All such Certificates shall provide a 30-day notice of cancellation. Renewal Certificates must be provided for any policies that expire during the term of this Contract. Certificate must specify whether coverage is written on an Occurrence or a Claims Made Policy form.

Insurance coverage required under this Contract is:

- 1) **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract.
- 2) **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles.
- 3) **Workers' Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

PRICING PAGE – RFP 3090 - COPIERS - (FOUR YEAR TERM - 7-1-17 THROUGH 6-30-21)

All equipment specifications listed on pages 9-10 are to be included in the price per unit per month on the pricing pages.

Estimated Quantity		Price/Month/Unit		Total		Extension	
		----- Or Price/Print					
SEGMENT 1 - MINIMUM 5 PRINTS PER MINUTE (Color)/ 20 PRINTS PER MINUTE (B & W) – (One Unit as shown on Page 9)							
1 Each	X	\$_____	/Month/Unit	=	\$_____	X 48 Months =	\$_____
Maintenance and Supplies (color)	70 Prints/Month	X	\$_____	/Print	=	\$_____	X 48 Months = \$_____
Maintenance and Supplies (B & W)	250 Prints/Month	X	\$_____	/Print	=	\$_____	X 48 Months = \$_____
						Segment 1Total: \$_____	

Make/Model Number Bidding:_____

SEGMENT 2 - MINIMUM 20 PRINTS PER MINUTE (65 Units as shown on Page 9)

65 Each	X	\$_____/Month/Unit	=	\$_____	X 48 Months =	\$_____
Maintenance and Supplies	157,000 Prints/Month X	\$_____/Print	=	\$_____	X 48 Months =	\$_____
Fax Option	25 Each X	\$_____ ea/Month/card w/ installation	=	\$_____	X 48 Months=	\$_____
Post Script Option	1 Each X	\$_____ ea/Month/kit w/ installation	=	\$_____	X 48 Months=	\$_____
						Segment 2 Total: \$_____

Make/Model Number Bidding:_____

Company Name: _____

RETURN FORM

PRICING PAGE – RFP 3090 - COPIERS - (FOUR YEAR TERM - 7-1-17 THROUGH 6-30-21)

All equipment specifications listed on pages 9-10 are to be included in the price per unit per month on the pricing pages.

	Estimated Quantity		Price/Month/Unit ----- Or Price/Print		Total		Extension
SEGMENT 3 - MINIMUM 55 PRINTS PER MINUTE (10 Units as shown on Page 9)							
	10 Each	X	\$_____/Month/Unit	=	\$_____	X 48 Months =	\$_____
Maintenance and Supplies	103,000 Prints/Month	X	\$_____/Print	=	\$_____	X 48 Months =	\$_____
Fax Option	1 Each	X	\$_____ ea/Month/card w/ installation	=	\$_____	X 48 Months=	\$_____
Segment 3 Total: \$							_____

Make/Model Number Bidding:_____

SEGMENT 4 - MINIMUM 50 PRINTS PER MINUTE (Color)/
75 PRINTS PER MINUTE (B & W) – (One Unit as shown on Page 10)

	1 Each	X	\$_____/Month/Unit	=	\$_____	X 48 Months =	\$_____
Maintenance and Supplies (color)	6,700 Prints/Month	X	\$_____/Print	=	\$_____	X 48 Months =	\$_____
Maintenance and Supplies (B & W)	10,100 Prints/Month	X	\$_____/Print	=	\$_____	X 48 Months =	\$_____
Fax Option	1 Each	X	\$_____ ea/Month/card w/ installation	=	\$_____	X 48 Months=	\$_____
Segment 4 Total: \$							_____

Make/Model Number Bidding:_____

Staples for Segments 1 through 4 **26 Thousand/Month** **X** **\$_____/Thousand Staples** **=** **\$_____/month x 48 months = \$_____**

Company Name: _____

RETURN FORM

PRICING PAGE – RFP 3090 - COPIERS - (FOUR YEAR TERM - 7-1-17 THROUGH 6-30-21)

All equipment specifications listed on pages 9-10 are to be included in the price per unit per month on the bid pages.

	Estimated Quantity		Price/Month/Unit ----- Or Price/Print		Total		Extension
SEGMENT 5 - MINIMUM 90 PRINTS PER MINUTE (11 Units as shown on Page 10)							
	11 Each	X	\$_____/Month/Unit	=	\$_____	X 48 Months =	\$_____
Large Capacity Drawer	4 Each	X	\$_____/Month/LCD	=	\$_____	X 48 Months =	\$_____
Networked Option with Scanning	2 Each	X	\$_____ ea/Month/card w/ installation	=	\$_____	X 48 Months=	\$_____
Maintenance and Supplies	557,000 Prints/Month	X	\$_____/Print	=	\$_____	X 48 Months =	\$_____

Make/Model Number Bidding:_____

Staples for Segment 5 28 Thousand/Month X \$_____/Thousand Staples = \$_____/month x 48 months = \$_____

Segment 5 Total: \$_____

SEGMENT 6 - MINIMUM 105 PRINTS PER MINUTE (4 Units as shown on page 10)

	4 Each	X	\$_____/Month/Unit	=	\$_____	X 48 Months =	\$_____
Large Capacity Drawer	4 Each	X	\$_____/Month/LCD	=	\$_____	X 48 Months =	\$_____
Maintenance and Supplies	577,800 Prints/Month	X	\$_____/Print	=	\$_____	X 48 Months =	\$_____

Make/Model Number Bidding:_____

Staples for Segment 6 31 Thousand/Month X \$_____/Thousand Staples = \$_____/month x 48 months = \$_____

Segment 6 Total: \$_____

Company Name: _____

RETURN FORM

RFP 3090 - COPIERS

PRICING SUMMARY PAGE

Segment 1 Total: \$ _____

Segment 2 Total: \$ _____

Segment 3 Total: \$ _____

Segment 4 Total: \$ _____

Staples for segments 1-4: \$ _____

Segment 5 Total: \$ _____

Segment 6 Total: \$ _____

RFP 3090 Grand Total: \$ _____

Number of full time factory trained personnel to service proposed equipment employed by vendor: _____

Optional Pricing:

Scan to remote user desktop licenses:

1-200 \$ _____ each

200-300 \$ _____ each

300-400 \$ _____ each

400-500 \$ _____ each

Provide add on lump sum pricing to add a Post Script kit for following units:

Segment 1 \$ _____

Segment 2 \$ _____

Segment 3 \$ _____

Segment 4 \$ _____

Segment 5 \$ _____

Segment 6 \$ _____

Company Name: _____

SUBMITTAL FORM

By submitting a proposal the vendor acknowledges that following items are hereby understood and agreed to:

The undersigned, having carefully examined all sections and attachments to this Request for Proposal does hereby offer to furnish all labor, materials, equipment, supplies, insurance and bonds specified, and services necessary to fulfill the contract in accordance with the RFP which is/are hereby acknowledged by the signature below.

STATEMENT OF NON-COLLUSION

Finally, the undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on this same service and is in all respects, fair and without collusion or fraud.

SIGNATURE OF OFFEROR

(Must be signed by a duly
authorized officer or agent of
the responding company.)
Company Name:

Signed By:

Name (Printed):

FEIN:

Title:

Address:

Telephone:

Zip+Four:

Fax:

Date:

E-mail: