

# VILLAGE OF HAMBURG

**MAYOR**

THOMAS J. MOSES, SR.

**TRUSTEES**

THOMAS P. TALLMAN  
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EDWARD J. MURPHY, III

**ADMINISTRATOR/CLERK-TREASURER**

DONALD P. WITKOWSKI



**VILLAGE JUSTICE**  
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**CHIEF OF POLICE**  
MICHAEL C. MELISZ

**RECREATION SUPERVISOR**  
JOSHUA HAEICK

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**SUPT. OF PUBLIC WORKS**  
MARC SHUTTLEWORTH

100 MAIN STREET HAMBURG, NEW YORK 14075-4988  
TEL (716) 649-0200 FAX (716) 646-6558  
WEB SITE [www.villagehamburg.com](http://www.villagehamburg.com)

October 13, 2016

Dear Vendor:

The Village of Hamburg is seeking quotations on a 3-year lease for four (4) copy machines based on the attached specifications. All quotes and supporting documentation should be submitted in a sealed envelope marked "SEALED BID FOR MULTIFUNCTION COPIER/SCANNER/PRINTER LEASE – DO NOT OPEN WITH REGULAR MAIL" by 10:00 a.m. on Monday, October 24, 2016 to:

Clerk Treasurer's Office  
Village of Hamburg  
100 Main Street  
Hamburg, NY 14075

If you have questions regarding the attached specifications, please contact Mary McKee at (716) 649-0200 ext. 3011 or email her at [mmckee@villagehamburg.com](mailto:mmckee@villagehamburg.com)

Sincerely,

A handwritten signature in blue ink that reads "Donald Witkowski".

Donald Witkowski  
Village Administrator

Enclosure

**REQUEST FOR PROPOSALS FOR MULTIFUNCTION COPIER/SCANNER/PRINTER  
LEASE SERVICES**

The Village of Hamburg (“Village”) invites proposals from qualified, competent, knowledgeable, and experienced multifunction copier/scanner/printer lease and managed copier companies that will provide full-service copy/scanner/print/fax equipment and administer the duties and responsibilities set forth in this Request for Proposals (“RFP”), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a lease agreement (“Agreement”) for the provision of equipment and services and duties as set forth in this RFP.

**Issue Date:** October 13, 2016

**RFP Title:** Multifunction Copier/Scanner/Printer Lease and Managed Print Services

**Issuing Department:** Village of Hamburg  
Clerk/Treasurer’s Office  
100 Main Street  
Hamburg, NY 14075

**Contact:** Mary McKee  
Deputy Clerk  
(716) 649-0200 Ext. 3011  
[mmckee@villagehamburg.com](mailto:mmckee@villagehamburg.com)

**I. SUBMISSION DEADLINE**

Proposals will be accepted until **10 a.m. on October 24, 2016**, and each must be submitted in a sealed envelope plainly marked on the outside **“SEALED BID FOR MULTIFUNCTION COPIER/SCANNER/PRINTER/FAX LEASE – DO NOT OPEN WITH REGULAR MAIL”** to:

SEALED RESPONSES MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Clerk Treasurer’s Office  
Village of Hamburg  
100 Main Street  
Hamburg, NY 14075

**RESPONSES MUST BE SUBMITTED BY: 10:00 a.m. on October 24, 2016.**

Sealed bids are due by this date and will be publicly opened at that time in Village of Hamburg Board Room at the above address. Facsimiles, electronic, or e-mailed proposals will NOT be accepted. Bid proposals not received by the specific date and time will be rejected.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS FOR ANY REASON.

## II. REQUIREMENTS

The selected firm shall lease and provide to the Village all the necessary equipment and services to fulfill its duties and obligations. Duties and obligations include but are not limited to, provision of the following:

### A. Required Equipment

#### Requirements for

- 1.) **Clerk Treasurer:** The Village requires one (1) multifunction copier/scanner/printer to be located at its Village Hall building. This machine will be used by multiple departments and must be capable of printing in color and in black & white.
- 2.) **Recreation:** The Village requires one (1) multifunction copier/scanner/printer/fax to be located at the Recreation building. This machine must be capable of printing in color and in black & white.
- 3.) **Public Works:** The Village requires one (1) multifunction copier/scanner/printer/fax to be located at its Public Works building. This machine must be capable of printing in color and in black & white.
- 4.) **Police:** The Village requires one (1) multifunction copier/scanner/printer to be located in the Police offices of the Village Hall building. This machine must be capable of printing in black & white.

**FOR CURRENT INVENTORY AND USAGE SEE ATTACHMENT A**

### B. Minimum Equipment Specifications

1. All multifunction copier/scanner/printer/fax machines must be from the same manufacturer and operate in a manner similar to one another.
2. All multifunction copier/scanner/printer/fax machines shall possess an automatic single pass reverse feeder, with a minimum capacity of 50 sheets of 20 lb. bond paper.
3. All multifunction copier/scanner/printer/fax shall have automatic duplexing. Clerk Treasurer and Recreation multifunction copier/scanner/printer/fax shall be capable of single pass duplexing.
4. All multifunction copier/scanner/printer/fax machines rated at a speed of 30 prints per minute (ppm) and faster are required to have the capability of printing on stock ranging from 20 lb. Bond to 110 lb. index, on sizes letter (8 ½ x 11), legal (8 ½ x 14) and ledger (11 x 17).
5. All multifunction copier/scanner/printer/fax shall have a first copy out speed of 7.0 seconds or less.
6. All multifunction copier/scanner/printer/fax shall have an automated stapling system, capable of stapling a minimum of 20 sheets of 20 lb. paper.
7. All multifunction copier/scanner/printer/fax shall have full offset stacking and finishing (collating and stapling) capabilities.
8. All multifunction copier/scanner/printer/fax shall have a bypass tray for the purpose of printing on specialized stock.

9. All multifunction copier/scanner/printer/fax shall be capable of enlarging documents in preset increments to a minimum of 200%.
10. All multifunction copier/scanner/printer/fax shall be capable of reducing documents in preset increments to a minimum of 64%.
11. All multifunction copier/scanner/printer/fax shall have zoom capabilities from 64% to 200%.
12. Clerk Treasurer and Recreation copier/scanner/printer/fax shall have the following paper capacity, using standard 20 lb. copy paper:
  - a. 8 ½ x 11 paper supply – minimum of 2,000 sheets. (can include large capacity tray)
  - b. 8 ½ x 14 paper supply – minimum of 500 sheets.
  - c. 11 x 17 paper supply – minimum of 250 sheets (may be an adjustable tray).
  - d. One of the three paper trays may be adjustable. Vendors may include auxiliary paper trays in order to meet this requirement.
13. DPW and Police copier/scanner/printer/fax shall have a paper capacity of 500 sheets per tray.
14. All multifunction copier/scanner//printer/fax shall have image shift capabilities.
15. All multifunction copier/scanner/printer/fax shall be operational as a “walk-up” digital copier, whether on the Village network or not.
16. All multifunction copier/scanner/printer/fax shall be capable of scanning. Identify whether or not scanning is an optional feature and delineate all functions of this feature. If optional, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature. Identify all formats available (e.g. PDF, MS Word, MS PowerPoint, etc.)
17. DPW and Recreation copier/scanner/printer/fax shall be capable of faxing. Identify whether or not faxing is an optional feature and delineate all functions of this feature, including a description of its operation (i.e. fax board, fax driver, etc.) If optional, identify all costs (i.e. equipment, software, installation, etc.). If optional, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature.
18. Clerk Treasurer and Recreation copier/printers shall be capable of saddle stitching. Identify whether or not saddle stitching is an optional feature and delineate all function of this feature. If optional, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature.

Vendors may provide alternative configurations with a written explanation demonstrating that their proposal will meet the Village’s requirements.

**C. Required Services**

1. The Village requires managed print services for 4 copiers across multiple Village buildings. Proposed multifunction copier/scanner/printer/fax machines are noted in the requirements above. The managed print services program must consist of at least the following components.

- a. Consumable supplies
- b. Fix/Repair and maintenance services
- c. End-user support

- d. Management of the devices
  - e. Technology refreshment of end of life features/equipment
2. The Village requires “just-in-time” inventory management of all consumable supplies including end-user replacement components for all output devices defined within this RFP.
- a. Vendor is responsible for delivery of supplies to point of need
  - b. Supply expectations:
    - i. Black and white toner may not be off brand and must be Original Equipment Manufacturer (OEM). No substitutes will be accepted.
    - ii. Color toner must be OEM. No substitutes will be accepted.
    - iii. Unlimited toner.
    - iv. Consumable supplies must meet original equipment manufacturers specifications.
    - v. Consumable supplies must not exceed 0.5% failure rate.
    - vi. Vendor assumes all responsibility for hardware performance due to consumable supplies.
    - vii. Covers all multifunction devices included in RFP.
    - viii. Down time due to lack of consumable supplies is not acceptable.
3. The Village requires the vendor to be responsible for all fix/repair, maintenance and/or replacement of all output devices included in contract resulting from this RFP.
- a. Covers all network copiers as identified in RFP.
  - b. Hardware must meet specifications and minimum uptime requirements.
  - c. Preventative Maintenance Schedules planned and completed according to manufacturers’ recommended service schedules.
  - d. Exclusive utilization of OEM parts and supplies.
  - e. Minimum service response expectations:
    - i. Vendor shall respond to a request for maintenance within one (1) hour.
    - ii. Maintenance and repair calls must be performed within four (4) hours of request for service.
    - iii. The maximum allowable downtime for any one piece of equipment is forty-eight (48) hours.

- iv. Vendor assumes all responsibility for hardware performance due to service parts and components.
  - v. Vendor will assume responsibility for disposal of and recycling of all service parts.
  - vi. A “loaner” machine must be placed in the building for any equipment that can’t be repaired and restored to normal operating service within five (5) days.
  - vii. Excluded from the requirements are delays resulting from acts of nature, accidents, or extreme weather conditions.
4. The Village requires end-user help desk support for all users on all printers covered by a contract resulting from this RFP. Specifically:
- a. Provide a single point of contact for Village staff.
  - b. Unlimited phone support on all initial service calls during normal business hours, 8:30 A.M. to 4:30 P.M. EST, Monday through Friday with the exception of statutory holidays.
  - c. Unlimited network support during normal business hours, 8:30 A.M. to 4:30 P.M. EST, Monday through Friday with the exception of statutory holidays.
  - d. Unlimited customer training.

**D. Management and Reporting Requirements**

1. The Village requires the following management and reporting processes from the selected vendor for ALL multifunction copier/scanner/printer/fax that are part of a resulting contract.
- a. Supply Village with a written or electronic service call completion notification for each call for service.
  - b. Maintain service records to report individual device performance.
  - c. Access to electronic monthly usage reports per device.

**E. Special Terms & Conditions**

- 1. Equipment offered **must be new**, unused, current models.
- 2. Vendors may be required to provide demonstrations of proposed machines prior to selection of award.
- 3. The machines shall be delivered, installed and made ready for use by the selected vendor. Lease prices shall include these services:
  - a. The vendor shall coordinate and provide delivery at no additional fee.
  - b. The vendor shall provide end-user training to Village staff at no additional fee.

4. Multifunction machines will perform to manufacturer's specifications for a minimum of 95% of the time during normal village office hours averaged over a three month time frame. Any machine that fails to meet this standard shall be replaced with an equal or better model at no cost to the Village. If Vendor fails to correct the non-performance, the Village reserves the right to terminate the contract by giving a ten (10) day notice to the Vendor after which no further obligation is due from the Village.
5. Vendor will provide routine maintenance and repair services for no additional fee.
6. Service will be furnished to the Village between 8:30 a.m. and 4:30 p.m., Monday through Friday. Only fully trained and qualified technicians shall perform the maintenance on the copiers. Please provide number of technicians and years of experience with the specific vendor in the RFP response.
7. The Village will supply paper for the machines. Vendor shall be responsible for supplying toner, drum, fusers, staples, etc. and shall include the cost in the maintenance price. All parts and supplies must be Original Equipment Manufacturer (OEM).
8. Proposals must include prices for copy machine lease and for maintenance (service and supply) cost per copy page. Monthly costs will be based on machine usage and will be billed in arrears; **no minimum number of copies will be specified.** Vendor shall bear all costs for labor and parts required to maintain the copy machine in good working order and make all necessary adjustments, replacements, and repairs caused by normal wear and tear.
9. **The maintenance/copy cost price will be fixed for the contract term with no price increase.**
10. Village is tax exempt, but proposed prices will include all federal, state, and local taxes as applicable.
11. The end-of-contract return of any equipment shall be provided by the vendor and coordinated with the Village, and shall be at no cost to the Village. All hard drive/memory must be wiped clean from equipment at the end of lease. Subject equipment shall be removed no later than 30 days after receiving notification from the Village.

All proposals must contain descriptive literature on the proposed multifunction device(s). At least one technical sheet must be provided for each machine model, accessory or option. Manufacturer specifications must specify certified monthly volumes for each machine. Other descriptive literature or reports, including award certificates from an independent testing agency, will be accepted in addition to required literature.

### **III. ADDITIONAL INFORMATION**

#### **A. Buyout/Disposal of Existing Equipment**

The vendor that is awarded the lease contract will dispose of the Village's existing copiers listed in *Attachment A*. Buyout of an existing copier lease owned by the Village must include the buyout of the related service/maintenance agreement if any, and removal and disposal of the existing copiers. All hard drive/memory must be wiped clean from existing equipment prior to disposal. Vendor must indemnify and hold the Village harmless from any further claims arising out of the existing lease(s), contract(s), or the buyout thereof.

**B. Contract Period**

The Contract Period shall begin December 1, 2016 and continue for three (3) years. The Contract may be extended for up to two (2) additional one-year contract periods, beginning in 2019. The additional one-year contract extension periods shall be exercised at the sole discretion of the Village.

**C. Independent Contractor's Status**

Vendor shall at all times during the term of the contract perform the services described as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to Village employees.

**IV. RESPONDENT QUALIFICATIONS**

The Village will only consider proposals from Respondents that:

1. Can demonstrate a proven track records of successfully and reliably providing similar services to public and private entities.
2. Are not involved in any adverse claims against the Village and are not delinquent in their financial obligations to the Village.
3. Can demonstrate substantial compliance with this Request.

**V. EVALUATION CRITERIA**

The following criteria will be used to establish the lowest evaluated bid price:

1. Lease Cost
2. Maintenance Cost
3. Buyout/Disposal Cost of existing equipment
4. Degree of Respondent's ability to fully comply with the Requirements in this RFP
5. Useful life of the product
6. Advantages of a particular product relative to its weaknesses
7. Frequency of upgrades to the product.
8. Time of delivery, performance, and completion.
9. Ability to provide the required equipment and services and fulfill the minimum specifications.
10. Implementation plan.
11. Qualification and experience of the Respondent.
12. Respondent's technical support structure.

13. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations.
14. Other factors determined to be relevant by the Village.

## **VI. RESPONSIVENESS OF PROPOSALS**

### **A. Responsiveness**

The Village shall only consider those Proposals that conform to the material requirement of the Village's Request and that are submitted in the Proposal Format set forth below. A Proposal will be considered as conforming and responsive if it substantially addresses and promises to meet the requirements contained in this Request or any future reasonable requests made over the course of the selection process. The Village may waive any non-conformance that is immaterial AND does not prejudice other Respondents.

### **B. Non-Responsiveness**

The Village will reject any Proposals that materially deviate from the request OR that due to any deviation from the Request prejudice other Respondents whose Proposals substantially conform to the Request.

### **C. Respondent Responsibility**

The responsibility of Respondents shall be determined on the evaluation of the Respondent and the management team, separate and distinct from the proposal that is submitted.

### **D. Accuracy of Respondent's Proposal**

The accuracy of the Respondent's Proposal shall be evaluated on the basis of the plan provided as part of the Proposal after adjustments that the Selection Committee believes, in its business judgment, should be made to reflect economic or other conditions. Adjustments to the Proposers' plan shall be made based on the basis of qualitative criteria developed by the Selection Committee and objective financial criteria to determine whether Proposals are financially feasible.

## **VII. SELECTION**

### **A. Selection Process: (Please also see RFP Timeline below)**

1. *Initial Selection Process.* Respondents whose proposals are acceptable in form and substance will be selected to be included on a short list of potential awardees if, in the Selection Committee's business judgment, they meet the minimum qualifications.
2. *Interviews.* The Village reserves the right to conduct interviews of Respondents. The Village will contact the designated Respondent's representative to schedule an interview date and time. Interviews are anticipated to occur October 26 – November 2, 2016. Expenses Respondents incur to prepare for and attend the interview will be the responsibility of the Respondent. Following interviews, a final selection will be made.
3. *Contractual Terms.* After the Selection Committee makes its final determination, the awardee and the Village will execute a final agreement prior to the commencement of the work under the Contract. Failure by any Respondent to timely respond or come to terms with the Village will be cause for a rejection of the Proposal.

4. *Timeline of Selection, Negotiation and Awards.*

<b>Event</b>	<b>To Be Completed By</b>
RFP Issued and Advertised on Village Website	October 13, 2016
Inquiry Deadline	October 18, 2016
Proposals/Bid Opening	October 24, 2016
Interviews (if needed)	October 26 – November 2, 2016
Successful Bidder Notified	November 4, 2016
Finalize Agreements	Week of November 7, 2016
First Date of New Contract	December 1, 2016

**VIII. RESPONDENT QUESTIONS**

Village shall answer any questions that Respondents may have prior to the Submission Deadline. Respondents should provide their email address and/or fax number to Mary McKee, Deputy Clerk at (716) 649-0200 ext. 3011, [mmckee@villagehamburg.com](mailto:mmckee@villagehamburg.com) so they receive any answers to questions asked by other Respondents. Questions concerning any aspect of this RFP must be submitted in writing by electronic mail to Mary McKee, Deputy Clerk, [mmckee@villagehamburg.com](mailto:mmckee@villagehamburg.com). All questions must be received by close of business October 18, 2016.

It is each Respondent's responsibility to read the entire RFP, and to be fully acquainted with the scope of work outlined herein. The failure of the Respondent to do the foregoing does not relieve the Respondent from any obligation with respect to the bid proposal submitted. If any Respondent is in doubt as to the true meaning of any part of the specifications, the Respondent should submit a written request for an interpretation.

**IX. PROPOSAL FORMAT**

Proposals shall consist of one (1) signed original and two (2) copies, submitted in a sealed envelope plainly marked **SEALED BID FOR MULTIFUNCTION COPIER/SCANNER/PRINTER/FAX LEASE AND MANAGED PRINT SERVICES – DO NOT OPEN WITH REGULAR MAIL**. Proposals shall consist of the following:

1. A Letter of Transmittal that includes (a) the name of the company, (b) a contact person, (d) current address (e) telephone number, (f) facsimile number, (g) email address, and (h) the signature of an authorized representative of the Respondent.
2. A completed cost proposal sheet (see *Attachment B*)
3. An Executive Summary, which should include a succinct description of the major features of the bid.
4. A written plan that clearly identifies the equipment and services proposed and a detailed description of how the Respondent proposes to implement the plan. The plan should address the specifications contained in this document at a detailed level – meaning all requirements set forth in this RFP must have an INDIVIDUAL response in the RFP indicating the requirement is (1) met, (2) not met, or (3) met with conditions – including commentary on the specific conditions to meet the requirement.
5. A minimum of three (3) references that Village can contact for information about Respondent's performance within the past 12 months.
6. *Optional:* Additional information to fully develop the Respondent's qualifications.

## **X. ADDITIONAL TERMS**

1. *Costs.* Costs incurred developing bid proposals are to be entirely borne by the Respondent and will not be reimbursed under any circumstances. All supporting documentation and manuals submitted with this bid proposal will become the property of the Village of Hamburg. All bid proposals and associated documents are public record.
2. *Insurance.*
  - a. The successful Respondent shall comply with the laws of the State of New York relating to workers' compensation insurance coverage and shall carry and keep in force during the performance of this agreement, workers' compensation insurance for its employees. The successful Respondent shall provide proof of workers' compensation insurance to the Village Clerk each year of the contract.
  - b. The Successful Respondent shall carry and keep in full force during the performance of this agreement comprehensive general liability insurance, including public liability insurance and property damage insurance, in the minimum amount of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate, with the "Village of Hamburg and its employees" named as an additional insured. Said Certificate shall include a Notice of Cancellation clause with notification being sent thirty (30) days before cancellation to: Mary McKee, Village Clerk, Village of Hamburg, 100 Main Street, Hamburg, New York 14075. Cancellation of insurance will constitute a default that, if not remedied within the thirty (30) day notification period, shall be cause for termination of the Agreement by the Village. The successful Respondent shall furnish to the Village a Certificate of Insurance certifying the type and minimum amounts of insurance. Successful Respondent agrees to maintain liability insurance at all times during the contract period.
  - c. The successful Respondent shall require that its subcontractors purchase and maintain insurance in the amounts as required for the primary contractor as outlined above. The successful Respondent shall require each subcontractor to name "Village of Hamburg and its employees" as additional insured.
3. *Indemnification from General Liability.* The successful Respondent agrees to protect, defend, indemnify and hold harmless Village of Hamburg and its elected officials, officers, employees and agents from and against any and all claims, suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of successful Respondent and its employees, its officers, agents. The successful Respondent agrees to indemnify Village of Hamburg and its elected officials, officers, employees and agents against any judgment (including attorneys' fees), award, or amount paid in settlement, applicable court costs and witness fees arising from such claim, suit, demand or action. In the even that successful Respondent fails to defend Village of Hamburg and its elected officials, officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and successful Respondent shall pay all costs for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligation of the parties under this paragraph shall survive the expiration or termination of this Agreement for any reason.

**Please note that:** All information submitted for review may be subject to the New York State Freedom of Information Laws and may be made available upon request by the public. Respondents should identify any confidential, proprietary information or trade secrets and provide justification why such material should not be disclosed.

**Attachment A**

<b>CURRENT INVENTORY AND USAGE</b>			
<b>Building</b>	<b>Location</b>	<b>Model</b>	<b>Annual Page Count</b>
Clerk/Treasurer	100 Main Street	SHARP MX500IN	B&W: 90,000 Color: 16,000
Police	100 Main Street	SHARP MXB402	B&W: 25,000 Color: 0
Recreation	209 Prospect	SHARP MX3100N	B&W: 110,000 Color: 18,000
DPW	425 Pleasant	SHARP MXC401	B&W: 6,000 Color: 4,500

**Attachment B**

**Cost Proposal**

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

Equipment Manufacturer	Total Monthly Lease/Service Cost	Cost per Copy b & w	Cost Per Copy Color	Existing Copier Disposal	Misc.