

**FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #22-206
COPIER/MULTIFUNCTION PRINTER REPLACEMENT**

Date: March 4, 2022

Name of Proposing Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Proposal Due Date and Time: 4:00 p.m., March 31, 2022

Proposals will be accepted until the specified due date and time. Any proposal delivered after the due date and time will be refused.

Mandatory Pre-Proposal Meeting: N

Performance Bond: Y

Prevailing Wage: N

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Proposal Due Date and Time
2. Title of Job
3. Proposal Number

SEND PROPOSALS TO:

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

If the proposer chooses to hand-deliver their proposal, it shall be deposited in the Bid Box in the lobby or handed to the Customer Service receptionist of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

PROPOSALS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

The Illinois Department of Human Rights registration number must be provided with the proposal on the proposal due date.

Proposal results are available after contracts are awarded at the Regular Meeting of the Board of Trustees, held on the fourth Monday of the month. Please call 815-387-7425 or visit fourrivers.illinois.gov

NOTICE
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #22-206
COPIER/MULTIFUNCTION PRINTER REPLACEMENT

The Four Rivers Sanitation Authority will receive sealed and signed proposals for **Copier/Multifunction Printer Replacement**. Proposals shall be submitted to the Four Rivers Sanitation Authority Graceffa Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until 4:00 p.m., March 31, 2022.

The Authority is inviting qualified vendors to submit proposals for duplication services as defined in this Request. A combination of Lexmark, Ricoh, Xerox and HP copiers are in operation within various buildings on the FRSA Campus. Not all buildings have a copier in them.

Copies of the RFP for review purposes only are available through the Four Rivers Sanitation Authority website fourrivers.illinois.gov. Proposal documents for submittal are available by contacting Procurement at mroach@fourrivers.illinois.gov or (815) 387-7425. For more information, visit the Four Rivers Sanitation Authority website at fourrivers.illinois.gov.

The successful respondent will be required to provide a performance bond annually.

Four Rivers Sanitation Authority reserves the right to reject any or all proposals, or any part thereof, or to accept any or all proposals, or any part thereof, or to waive any formalities in any proposals, deemed in the best interest of the Four Rivers Sanitation Authority.

No proposal shall be withdrawn without the consent of the Authority for 60 days after the scheduled time of receiving the proposals.

The Authority will confirm any award decision in writing, to the successful proposer.

Julia Scott-Valdez
Director of Management Services
Four Rivers Sanitation Authority



Request for Proposals #22-206
Copier/Multifunction Printer Replacement
Business Section

FOR REVIEW PURPOSES ONLY

i. Important Dates

- Proposal Release Date: March 4, 2022
- Questions from Proposers Due: 4:00 P.M., March 11, 2022
- Proposal Due Date: 4:00 P.M., March 31, 2022
- Vendor Finalist Presentations: Early April, 2022
- Presentation of Recommendation to Board: April, 2022
- Begin Implementation: May, 2022
- Complete Implementation: June, 2022

ii. Proposal Preparation

Where applicable, the respondent shall submit their proposal on the forms the Authority provides in this document. **The respondent shall complete all applicable blanks.** Respondent may submit additional information as they believe necessary on their stationery, under signature of the authorized representative who completes this document's forms.

If this Request for Proposals contains inconsistencies between sections, Technical Section shall supersede Business Section which shall supersede Notice. **No warranty is made or implied as to information contained in these specifications.**

An authorized officer or individual must sign the proposal. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer who is authorized to sign for a firm and whose title is affixed.

All prices and notations shall be in ink or typewritten. The respondent may cross out mistakes and type corrections adjacent to the point of error. The person who signs the proposal shall initial such corrections, in ink. **If the Authority finds a respondent's entry to be illegible, it may, at its sole discretion, reject the proposal.**

iii. Submission of Proposals

The Authority **will not** receive proposals by email or facsimile. The respondent shall return their proposal, clearly marked as "**Request for Proposal #22-206: Copier/Multifunction Printer Replacement**". **The Authority cannot ensure that the sealed proposal will not be prematurely opened if the respondent does not properly label their proposal envelope.**

Proposals should be addressed to:
Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

If the respondent chooses to hand-deliver their proposal, it shall be deposited in the Bid Box or handed to the Customer Service receptionist in the lobby of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

iv. Illinois Department of Human Rights Registration Number

All proposers, regardless of location, must provide an Illinois Department of Human Rights Registration Number with the proposal on the due date. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in the documents you receive). The following link may be used to access the website where the number can be obtained:

<https://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>

v. Performance Bond

The successful proposer shall provide a Performance Bond acceptable to the Four Rivers Sanitation Authority. The performance bond shall be for either 100% of the annual contract price or for the successful respondent's unit price times the estimated number of units, as applicable. The performance bond shall be submitted annually on or before its expiration date, and within 10 business days of the award anniversary date for the entire length of the Contract period.

This Request for Proposals contains a Performance Bond form for the successful proposer's use.

If the successful proposer fails to provide acceptable bonds within the specified time they shall be in default.

vi. Exceptions

Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions. The stated exceptions and any alternatives offered must be included in Section 3 at the specific point at which the exception is taken.

Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between FRSA and the Proposer selected.

vii. Proposal Response Format

Submit four (4) hard copies of the proposal and one copy on a flash drive. Proposal format should conform to that prescribed below.

Section 1 – Required Documents

1. Proof of required insurance (COI, additional insured endorsements)
2. Completed Reference and Experience Tables
3. Completed Exhibit C Pricing Sheet
4. Proposal Form
5. Fair Employment Practices Affidavit of Compliance
6. Forms of Affidavit

Section 2 – Executive Summary/Overview

Executive Summary – An executive summary detailing the Proposer's competence, qualifications, past experience, and number of years providing **Copier/Multifunctional Printer Replacement** as described in this RFP. The summary should explain the Proposer's understanding of the Authority's intent and objectives and how their Proposal would achieve those objectives.

Section 3 – Main Body of Response

Include a complete copy (all pages and content) of this RFP document and Specifications document with all sections completed. A complete, point-by-point response is required; incomplete documents may be deemed unresponsive and therefore eliminated from consideration.

viii. Taxes

The Authority is exempt, by law, from paying Federal Excise Tax and Illinois Retailers'

Occupational Tax. Therefore, the respondent shall exclude those taxes from their proposal. The Authority's tax exemption number is E9992-3696. The respondent shall include all applicable taxes in their proposal price.

ix. Withdrawal of Proposals

At any time prior to the scheduled proposal deadline, the respondent may withdraw their proposal. In order to do so, they shall submit a written request to the Director of Management Services.

x. Acceptance of Proposals/Form, Preparation, and Presentation of Proposals

If the proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of proposal. In case of any discrepancy in the unit price or amount proposed for any item in the proposal, the unit price as expressed in figures will govern.

The Authority may reject all or part of any or all proposals, for any reason. The Authority may accept all or part of any proposal or waive any formalities if it decides such action is in the Authority's best interest.

The Authority will only consider proposals that conform to the intent of this document. The Authority will reject proposals that contain one or more exceptions if the Authority determines that non-conforming proposals deviate from the intent of these specifications. The Authority's decision shall be final, and the Authority's procurement procedures contain no appeal provision.

xi. Laws and Regulations

The respondent who is awarded the contract shall comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the Four Rivers Sanitation Authority and the respective cities and villages in which the professional service and material supplied is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

Illinois Regulations

1. Prevailing Wage. All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). The undersigned, as Proposer, declares they will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Four Rivers Sanitation Authority) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor.

Transcripts of certified payroll shall be filed using the IDOL portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx>

2. Public Act 83-1472. Article 2 of Public Act 83-1472 provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type of work involved.

xii. Terms

a. Payments to the Successful Respondent. The successful proposer shall invoice the

Authority monthly. The Authority will deny invoices for any costs not included in the successful proposer's original proposal, unless the successful proposer attaches Authority management's written pre-authorization for additional payment. If the Authority receives an acceptable invoice for conforming materials prior to the fifth day of the month, the Authority shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

b. Default. In case of default, the Authority will procure the materials and service described in this Request for Proposals from other sources. The Authority shall hold the defaulting successful respondent responsible for any excess cost incurred. The defaulting successful respondent shall make such payment no more than 60 calendar days after the Authority notifies the successful respondent, in writing, of such an occurrence.

c. Delivery Hours. Unless otherwise specified, all items shall be delivered to: Four Rivers Sanitation Authority, 3333 and/or 3501 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 8:00 A.M. and 3:00 P.M., excluding holidays.

d. F.O.B. Point and Shipping Charges. All prices shall be quoted F.O.B. destination, Four Rivers Sanitation Authority, Rockford, Illinois. All shipping, handling and freight charges shall be included in the proposal amount.

e. Use of Authority Name Prohibited. In the absence of the Authority's written permission, the successful respondent shall not use the Authority's name in any form or medium of public advertising.

xiii. Investigation

It shall be the responsibility of the respondent to make any and all investigations necessary to become thoroughly informed of what is required and specified in the proposal. No plea of ignorance by the respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent to make necessary examinations and investigations will be accepted on a basis for varying the requirements of the Authority or the compensation of the respondent.

xiv. Addenda

If the Authority issues written addenda, such addenda shall become part of the contract documents. The Authority will not interpret specifications for individual proposers. If the Authority determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective proposers. Not less than 3 business days prior to the proposal due date, the Authority will post the addenda on its website at fourrivers.illinois.gov, and distribute the addenda via email to each recipient of the specifications, at either the:

- Email address to which the Authority emailed the original RFP document; or
- Corrected email address prospective proposer furnished

A proposer that does not receive the Authority's addenda, and who has previously submitted a proposal, shall not be relieved from any obligation in the proposal they submitted.

xv. Contract Form

No more than 10 business days following the contract award, the successful respondent shall submit a completed Contract Form to the Authority's Director of Management Services. The Contract Form is part of this Request for Proposals. By their mutual agreement, the successful respondent and Authority may supplement this contract form or replace it with an alternative document. If the successful respondent fails to complete the agreed upon Contract Form within

the specified time, they shall be in material default.

xvi. Contract Termination

a. Respondent's Unacceptable Performance. If the successful respondent fails to provide materials and service in conformity with this Request for Proposals, the Authority shall notify them in writing. If the successful respondent fails to correct the performance deficiency to the Authority's satisfaction within five working days after they receive the Authority's notice, they shall be in default. If the same performance deficiency recurs despite the Authority's notification and the successful respondent's temporary correction, the successful respondent shall likewise be in default. The Authority may, at its sole discretion, terminate the contract with the defaulting successful respondent, and remedy the matter under provisions set forth in this Section of this Request for Proposals.

b. Authority's Action Following Contract Termination. If the contract is terminated, the Authority may, at its sole option:

1. request new **Copier/Multifunction Printer Replacement** proposals, or
2. designate the next-low respondent to provide **Copier/Multifunction Printer Replacement**, provided that said next-low respondent agrees to their original proposal terms.

The Authority may repeat this option until it obtains an acceptable **Copier/Multifunction Printer Replacement** contract.

xvii. Deliveries

The successful respondent shall ship all material as follows: F.O.B. Four Rivers Sanitation Authority, 3333 and/or 3501 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller. All deliveries shall conform to the requirements stated in this Request for Proposals.

xviii. Incidental Work

The cost of incidental work described in the Specifications for which there are no specific Contract Items shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

xix. Plant, Tools and Equipment

The Contractor shall provide and maintain such modern plant, tools and equipment as may be necessary to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of their plant and equipment.

xx. Verification of Data

The Contractor shall verify all Specifications or other data received from the Authority and shall notify it of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work resulting there from nor from rectifying such conditions at the Contractor's own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Authority, should such errors or omissions be discovered. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

xxi. Payment Terms

The awarded firm must submit invoices by mail to: Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, IL 61109 or by email to: accountspayable@fourrivers.illinois.gov.

FRSA will make payments in the following manner:
Authority's standard payment terms.

xxii. Insurance

a. The successful respondent/contractor shall, for the duration of the contract, maintain the following:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Auto Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.

Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by statute and Employers' Liability limits of \$500,000 per accident and \$500,000 per disease.

Umbrella: \$2,000,000 per occurrence/aggregate.

The policies shall contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

1. The Authority, its officers, officials, employees, and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Authority, its officers, officials, employees, volunteers, or agents.

2. The successful respondent's/contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, volunteers, or agents shall be in excess of the successful respondent's/contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees, volunteers, or agents.

4. The successful respondent's/contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. Proof of Insurance – Certificate of Insurance and Additional Insured Endorsements. No more than 10 calendar days subsequent to the Authority's issuance of an award letter and no later than 30 days before commencement to work, the successful respondent/contractor shall provide documentation including a Certificate of Insurance and additional insured endorsements for commercial general liability and auto liability to prove that it has obtained all required insurance and bonds. The Certificate of Insurance shall state Four Rivers Sanitation Authority is additional insured under the commercial general liability and automobile liability on a primary, non-contributory basis. The primary, non-contributory additional insured endorsements for commercial general liability and automobile liability shall be provided. The Authority shall be the sole judge as to the acceptability of any such proof.

c. Correction of Successful Respondent's/Contractor's Insurance Deficiencies. If the Authority determines the successful respondent's/contractor's insurance or documentation does not conform to the specifications, the Authority shall inform said respondent/contractor of the non-conformity. If said respondent/contractor fails to provide conforming insurance or documentation within five calendar days of the Authority's notice, it shall be in default.

d. Suitability of Insurance. The Authority shall be the sole judge of whether an insurer's rating is satisfactory. The Authority's decision shall be final and the Authority's request for proposal procedures contain no appeal provision.

e. Best Ratings.

1. Alphabetical Rating. For purposes of this Request for Proposals, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," **Excellent**, in the current Best's Key Rating Guide shall be acceptable to the Authority.

2. Financial Size Rating. Provided an insurer's alphabetical rating is satisfactory, the Authority will examine said insurer's financial size rating.

a) If Best classifies the insurer XII or larger, said insurer shall be acceptable to the Authority.

b) If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the Authority's Director of Management Services and/or the Authority's insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the respondent/contractor.

xxiii. Indemnification Clause

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the Authority, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/contractor or Authority, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the Authority or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the Authority.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the successful respondent/contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers' Compensation Act.

No inspection by the Authority, its employees, or agents shall be deemed a waiver by the Authority of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverage in the Contract.

xxiv. Force Majeure

The obligations of either the Authority or the successful respondent shall be suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the Authority or the successful respondent being rendered unable wholly or in part by force majeure to carry out its obligations other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by facsimile to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

FOR REVIEW PURPOSES ONLY



Request for Proposals #22-206
Copier/Multifunction Printer Replacement
Technical Section

FOR REVIEW PURPOSES ONLY

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Request for Proposals:

Four Rivers Sanitation Authority (FRSA) Copier/Multifunction Printer Replacement

1. Background

- 1.1. Every day, in the service of 240,000 residential, commercial and industrial customers, we treat 40 million gallons of contaminated waste water – totaling 1.5 *billion gallons* each year. That water is returned to our environment at a level of near-drinkable purity that would amaze you if you saw it when it enters FRSA's facility. The transformation is possible thanks to the skillful application of microbiological science ...
- 1.2. The Authority has 1 main campus/Plant location with 23 buildings located in Rockford, IL.
- 1.3. The Authority currently has a combination of Lexmark, Ricoh, Xerox and HP copiers operating within various buildings on the FRSA Campus. Not all buildings have a copier in them.
- 1.4. The Authority is inviting qualified vendors to submit proposals for Authority-wide duplications services as defined in this Request. Responders to this RFP are referred to herein as "vendor", "contractor", "bidder" or "responder".
- 1.5. Response Requirements
 - 1.5.1. Proposals must be submitted to the Authority by 4:00 pm CST, March 31, 2022.
 - 1.5.2. To be considered, eight (8) hard copies of the proposal as well as 1 soft copy on a thumb drive must be received by the Authority no later than 4:00 P.M., March 31, 2022. Submissions after this deadline will not be accepted. Proposals should be submitted in a sealed envelope, labeled "Copier/Multifunction Printer Replacement," and sent to:

Melinda Roach
Procurement Coordinator
Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

RFP: Copier/Multifunction Printer Replacement

Four Rivers Sanitation Authority

- 1.5.3. All prices should be F.O.B., Rockford, Illinois at FRSA Administrative Building. Vendors should plan to install the copiers in the specific buildings on the FRSA Campus/Plant Location. Your proposal should include installation and training as described herein.
- 1.5.4. Pricing, Section 12 and **Exhibit C**, must be provided in a separate, sealed envelope, clearly labeled "Pricing – Copier/Multifunction Printer Replacement" and pricing MUST be separated out by each building and location.
- 1.5.5. Late proposals will not be accepted. Proposals MAY NOT BE FAXED OR SUBMITTED BY EMAIL. Only mailed or hand-delivered, signed proposals will be accepted.
- 1.5.6. Proposals are to be formatted such that any requested information is provided directly beneath each numbered section in which the information is requested, or in the specific forms provided within this document. Following the award of a contract, all materials submitted in response to this RFP may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Vendors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial and financial data. The Authority assumes no obligation or responsibility for asserting legal arguments on behalf of Vendors.
- 1.6. Questions: All questions should be directed to Melinda Roach, at mroach@fourrivers.illinois.gov no later than 4:00 p.m. CST on March 11, 2022. Questions received after this deadline will not be accepted.
- 1.7. Answers to submitted questions will be posted on the Authority's website and provided via email to vendors on March 15, 2022.

1.8. The schedule for this procurement is described in the following table:

Table 1 - Schedule

Selection Process Step	Estimated Date(s)
RFP Issued	3/4/2022
Final Date for Questions	3/11/2022 4:00 PM
Publish Addendum, if Required	3/15/2022
Proposals Due	3/31/2022 4:00 PM
Vendor Finalist Presentations	Early April 2022
Presentation of Recommendation to Board	April 2022
Begin Implementation	May 2022
Complete Implementation	June 2022

2. Procurement Information

2.1. This document defines the specifications and procurement of duplication services for all facilities within the Authority.

2.2. General Requirements

The Contractor shall furnish and install all necessary labor, material and/or equipment required to complete the work as described within the RFP documents and as specified herein for the Owner. All pricing must be inclusive of machine delivery charges to Authority locations. Subject to the provisions on Vendor Responsibilities and Requirements, normal installation is to include initial operating supplies (except paper). Delivery and installation of all copiers is to be made as soon as possible, or as agreed by both parties, after receipt of executed contract. Should the equipment not perform in accordance with the requirements of this RFP or per its own specifications, to the satisfaction of the Authority, the equipment must be replaced at the vendor's expense.

The equipment will be accepted when all components are configured, installed, and tested as ordered, machines are working to the Authority's satisfaction, and initial training is complete. At this point the Authority will sign an acceptance certificate.

An operator's manual is to be delivered with each machine. If the equipment requires relocation during the contract period, the contractor will be required to do

so **once** per machine per year (average), at no charge. Additional moves will be at negotiated rates.

The Authority, at its discretion, may request of the winning vendor (for a lease or rental contract) a complete hardware refresh and corresponding training to be completed during year three (3) of the contract. The successful completion of this request triggers a one (1) year contract extension, making the maximum contract duration six (6) years.

2.3. Definitions

- 2.3.1. Throughout this document the terms "Specifications" and "Request for Proposal (RFP)" are used interchangeably and are intended to be inclusive of the written and illustrated portions of this Request for Proposal and its attachments, unless noted otherwise.
- 2.3.2. Throughout this document the terms "Owner" and "Authority" are used interchangeably and indicate Four Rivers Sanitation Authority.
- 2.3.3. The term "Vendor", "Proposer", "Responder" and "Contractor" are used interchangeably and indicate the contractor responsible for procurement, inventory and delivery of the Copier/Multifunction Printer Equipment.
- 2.3.4. The term "Consultant," "Designer" or "Engineer" are intended to mean the firm and its employees that prepared this Request for Proposal.
- 2.3.5. The terms "Proposal" and "Quotation" are used interchangeably and are intended to mean the pricing quotation submitted in response to this Request for Proposal.
- 2.3.6. The terms "Multifunction Printer," "MFP," and "Copier" are used interchangeably and are intended to mean a device that can make copies, scan, and print documents.
- 2.3.7. The term "Duplication Services" is intended to mean the function of Copiers/MFPs
- 2.3.8. The terms "Desktop Printers" and "Single Function Printers" and "Printer" are used interchangeably and are intended to mean a printing device that does not perform the function of a copier.
- 2.3.9. The terms "Project Manager," "PM," "Owner's PM," and "Authority PM," are used interchangeably and are intended to mean the person who is overseeing the project from the Owner's perspective. This person shall be the primary contact for the Vendor.

2.4. Specific Proposal Requirements

- 2.4.1. The copier/multifunction printer demo equipment install locations shall be coordinated with the Owner's Project Manager (PM) prior to installation.
- 2.4.2. Finalists will be asked to perform a demo on product functionality, features, and feasibility in regards to Authority needs. On-site equipment will be included in

the demo. Vendors shall be prepared to deliver and setup functioning on-site equipment for a period of two weeks. The Authority and Finalists will work together to coordinate a location to host the demo equipment.

- 2.4.3. The Contractor shall carefully investigate the site and conditions, verify dimensions by actual measurement if necessary, and coordinate the work accordingly. The Contractor shall be responsible for the accuracy of all such measurements and the precise fitting and assembly of the finished installation.
- 2.4.4. The RFP response requirements are explained in the *Proposal Response Pricing* section of the RFP Documents. The pricing response is to include the furnishing and installation of all duplication services materials as listed in the Products Section and all associated materials not listed, yet required, for a complete installation.
- 2.4.5. No substitutions, deletions, changes, or additions of services shall be permitted without written approval from the Owner's PM.
- 2.4.6. The Contractor shall be responsible for the protection of its work until such time that the Owner issues written acceptance of Duplication Services.

2.5. Qualifications of Responder

- 2.5.1. This RFP is open to all direct suppliers and manufacturers of fully functional Duplication Services solutions. Vendors must be certified by the manufacturer in all hardware and software required by this RFP.
- 2.5.2. The Contractor shall be licensed to do business in the State of Illinois.
- 2.5.3. The Contractor shall have worked satisfactorily for a minimum of five (5) years on systems of this type and size.
- 2.5.4. If the use of subcontractors is approved, they shall assume all rights and obligations toward the Contractor that the Contractor assumes toward the Owner and Engineer.

2.6. Coordination

- 2.6.1. The Contractor is to coordinate its activities with the Owner's PM on the project and attend project management meetings as directed.
- 2.6.2. Prior to the project kick-off meeting, the successful Contractor is to prepare and furnish to the Owner's PM a detailed installation schedule of events for the project work.
 - 2.6.2.1. The schedule is to indicate daily work of the project.
 - 2.6.2.2. This schedule will be utilized to track the progress and status of the installation and to coordinate work efforts with the Authority.
 - 2.6.2.3. Once agreed to and submitted, any deviation to this schedule must be approved by the Owner's PM. The schedule must comply fully with the completion dates included in the Contract Documents, unless modified by issuance of an Addendum.
- 2.6.3. The preparation and agreement to an installation schedule is to be coordinated between the Contractor and the Owner's PM.

- 2.6.3.1. It should be noted that this project is subject to Four Rivers Sanitation Authority Board approval and may be a multi-month phased project, regardless of the selected vendor.

3. Evaluation Criteria

- 3.1. All proposals will be evaluated using the general evaluation criteria listed in the following table:

Table 2 - Evaluation Criteria

Evaluation Criteria
Cost of Ownership – 5 years
Service & Support
Meet Technical and Functional Requirements
References and Experience
Completeness and Accuracy of Proposal

- 3.2. The evaluation process will consist of review and evaluation of proposals received by a team consisting of Authority personnel and may include consultants.

4. Purpose and Scope

- 4.1. The purpose of the RFP is to solicit proposals from qualified vendors to replace Multifunction Copiers for the Authority. General information about the Authority can be found on the Authority's website at <http://www.fourrivers.illinois.gov>.
- 4.2. The RFP includes a Required Forms Section and separate document as well as separate documents **Exhibit A** and **Exhibit B**, described in the *Inventory* section of this RFP. **Exhibit C** shall be used to provide pricing.
- 4.3. **New Machines** - The Authority is currently accepting proposals from authorized vendors for the replacement of approximately 23 multifunction copiers. The equipment specifications should be the equivalent of or exceed the equipment currently utilized by the Authority (**Exhibit A**).
- 4.4. **Existing Machines** - In addition, the selected vendor shall include the ability to monitor and report on printer volumes for approximately 4 existing multifunction copiers owned by the Authority (**Exhibit B**).
- 4.5. The intent is to formulate a new contract that will combine all services into one large MSA (Master Services Agreement). The Authority is seeking to evaluate proposals that include the following procurement options:

- 4.5.1. Purchase

4.5.2. 5-year Lease (\$1.00 buyout)

4.5.3. 5-year Rental

4.5.4. For lease and rental options, provide the applicable monthly rental or lease payment.

4.5.5. Per-click charges for black-and-white and color copying/printing. List any volume tiers or limits either per device or for the entire contract.

4.5.6. Identify Copier/Multifunction Printer maintenance and repair costs not included in the per-click charges defined in 4.5.5.

4.5.7. All consumable material costs for Copiers/Multifunction Printer shall be included in the per-click charges defined in 4.5.5. This Authority shall supply its own paper.

4.5.8. Vendor proposal shall include optional costs for the following:

4.5.8.1. eFax solution

4.6. This MSA will include the hardware needed, software, feature sets, training, support, consumables, and maintenance required.

4.6.1. The MSA will begin when equipment is installed and continue through 6/30/2025. New equipment added after the initial purchase shall be co-terminus with the MSA duration.

4.7. Provide a separate cost for an eFax solution, accessible from the copier/MFP devices and from Authority computers.

4.8. The distribution of equipment must satisfy the site requirements that relate to desired volume, feature set, capabilities, and space requirements.

4.9. Vendors are encouraged to respond with solutions as specified in this RFP and also provide additional options as available.

4.10. "Appendix – Authority Specific Legal and Required Forms" is included in this RFP and all terms, conditions, and other requirements apply.

5. Current Environment

5.1. Inventory

- 5.1.1. The Authority is currently in contract to maintain all copier equipment Authority-wide.
- 5.1.2. The attached Spreadsheet includes Tab 1 - **Exhibit A** (Copier-MFP RFP - Exhibit A Copier Inventory) lists copier devices to be replaced. The list includes the existing model numbers and existing functionality, and notes regarding requested changes to functionality.
- 5.1.3. The attached Spreadsheet includes Tab 2 - **Exhibit B** (Copier-MFP RFP – Exhibit B Existing Printer Inventory) lists existing single function printing devices.

5.2. Features

- 5.2.1. The Authority has copier/multi-functional print/copy (MFP) equipment that will allow for black/white and color production.
- 5.2.2. Existing copier/MFP capabilities include:
 - 5.2.2.1. Printing (using PCL commands)
 - 5.2.2.2. Double sided printing
 - 5.2.2.3. Duplex printing
 - 5.2.2.4. Collating
 - 5.2.2.5. Scanning
 - 5.2.2.6. Stapling
 - 5.2.2.7. Email/Faxing
 - 5.2.2.8. Photo copying
 - 5.2.2.9. Hole punching
 - 5.2.2.10. Specialty
 - 5.2.2.10.1. Booklet Stapling
- 5.2.3. The Authority is seeking advanced reporting options that will allow reviewing end user data, service management, monitoring, and granular statistics per location.
- 5.2.4. The Authority is seeking a Vendor that can provide expanded feature set options in addition to that specified within this RFP.

5.3. Volume

- 5.3.1. The Authority's average volume for the organization is 36,194 black-and-white copies per month and 34,290 color copies per month.

5.4. Performance & Uptime

- 5.4.1. The Authority currently has a 98.0% average performance uptime rating, based on business hours of 6AM to 6PM Monday through Friday.

- 5.4.2. If a poorly performing copier is down for more the 2 days (48 hours) per month, the copier will be replaced at no cost at the discretion of the Authority.

5.5. Response Time

- 5.5.1. Vendor shall respond to requests for maintenance within one (1) hour. That is the current contract response time.
- 5.5.2. The Vendors' manufacturer-certified technicians will be required to be on-site no later than 4 hours after a request for maintenance is placed.
- 5.5.3. Vendor shall assume all responsibility for the performance of replacement parts. Exclusive utilization of OEM parts and supplies is required.
- 5.5.4. Vendor shall notify the Authority when a request for maintenance is complete.
- 5.5.5. Vendor shall supply a loaner device if a copier cannot be returned to normal functionality within five (5) days of a request for maintenance.
- 5.5.6. The following are excluded from the response time limit, delays resulting from:
 - 5.5.6.1. Acts of nature
 - 5.5.6.2. Accidents
 - 5.5.6.3. Extreme weather conditions.

6. Technical Requirements

- 6.1. Please provide a narrative description of your product's ability to comply with each item in this section as appropriate. Each description should refer to the section and item number being addressed.

6.2. Base Requirements

- 6.2.1. Requirements in this section may be answered by an acknowledgement of the question (such as "Read – Comply"), a description of the method of compliance or a statement explaining non-compliance. Statements of non-compliance should include a description of any alternatives available to reach the same result. Sections 6.3 through 6.12 list the requirements that the duplication services system must comply with:

6.3. Capabilities & Requirements – Copier/MFP Units

- 6.3.1. All copier/MFP units must a new at the time of installation. Used, demo, re-furbished, or re-manufactured units shall not be provided.
 - 6.3.1.1. Equipment must have a new machine serial number and designation, registered with the manufacturer.
 - 6.3.1.2. Equipment must not have any copies produced on it before (excluding basic install testing).
 - 6.3.1.3. All machines being offered must be available for sale at the time of this proposal.

- 6.3.2. Input Tray

- 6.3.2.1. Paper Size: 8.5x11, 8.4x14, 11x17, Card Stock
- 6.3.2.2. List additional options and features
- 6.3.3. Output Tray
 - 6.3.3.1. Paper Sizes: 8.5x11, 8.4x14, 11x17, Other Sizes
 - 6.3.3.2. List additional options and features
- 6.3.4. Finisher Options (Options shown here may vary based on model/location. See Exhibit A for detailed list of current and desired finish options by copier/MFP and location).
 - 6.3.4.1. Printing (using PCL commands)
 - 6.3.4.2. Double sided printing
 - 6.3.4.3. Duplex printing
 - 6.3.4.4. Collating
 - 6.3.4.5. Scanning
 - 6.3.4.6. Stapling
 - 6.3.4.7. Email/Faxing
 - 6.3.4.8. Photo copying
 - 6.3.4.9. Hole punching
 - 6.3.4.10. Specialty
 - 6.3.4.10.1. Booklet Stapling – A to Z
 - 6.3.4.10.2. Binding – automated and manual
 - 6.3.4.10.3. Producing note pads (for staff handouts)
 - 6.3.4.10.4. Support carbonless printing
 - 6.3.4.11. List additional basic and specialty copy features available with each model
- 6.3.5. Expandability
- 6.3.6. Hard Disk Drive: 250 GB or more for storage. List available options.
- 6.3.7. Usage Metering
- 6.4. **Network**
 - 6.4.1. Scan-to-Email
 - 6.4.2. User Authentication (Please describe available methods.)
 - 6.4.3. Ethernet TCP/IP Connectivity – 100MB/1GB
 - 6.4.4. Analog Port on a VoIP Telephone System Station, POTs or Centrex line connectivity
 - 6.4.5. Compatibility with the use of SIP Trunking if connected to the VoIP Telephone System

- 6.4.6. SNMP Monitoring
- 6.4.7. FTP
- 6.4.8. Scan to Network File Share
- 6.4.9. Web Reporting – view job status of delivery

6.5. User Management (controls and administration)

- 6.5.1. Reporting
- 6.5.2. Pin Code Access
- 6.5.3. Queuing
- 6.5.4. Data Archiving
- 6.5.5. Active Directory Integration
- 6.5.6. Printer Server
- 6.5.7. Proximity Card Access (Access Control System). Vendor shall verify compatibility between its system and the following access control card type: HID Proximity Card (0009P)
- 6.5.8. Ability for the end user to change print settings after logging in at the copier but before printing.
- 6.5.9. Follow-me function, retrieve a print job from anywhere, utilizing end-user credentials
- 6.5.10. Ability to draw information from user's cloud-based drive (Google Drive, Microsoft OneDrive or other sites)

6.6. Security

- 6.6.1. Security Access Codes
- 6.6.2. LDAP User Authentication
- 6.6.3. Physical Locking
- 6.6.4. Keypad
- 6.6.5. Walk-up Pin Code
- 6.6.6. Encryption then overwriting information after every job
- 6.6.7. Vendor shall describe multifactor authentication features
- 6.6.8. Vendor shall describe security features that will manage the risk of this device being compromised by security attacks
 - 6.6.8.1. Describe whether security is embedded in the device and/or provided through a separate platform. Provide details of the security platform.

6.7. Job & End-User Management

- 6.7.1. Website to view job status for retrieval
- 6.7.2. Automated notifications through email
- 6.7.3. Acceptance of print job

- 6.7.4. Schedule of print job
- 6.7.5. Print job schedule changes
- 6.7.6. Print job completion
- 6.7.7. Equipment failure notification & reporting

6.8. **Maintenance**

- 6.8.1. Parts Replacement & Ordering
 - 6.8.1.1. OEM parts and supplies are required.
- 6.8.2. Supply Order Monitoring
- 6.8.3. Service Accounts
- 6.8.4. Meter Readings
- 6.8.5. Supplies
- 6.8.6. Downtime
- 6.8.7. Failure Rate – exchanges, returns, unit replacements

6.9. **Support**

- 6.9.1. Help Desk System
- 6.9.2. Prioritization & Escalation Sequence
- 6.9.3. Service Calls
- 6.9.4. Email & Knowledge Base
 - 6.9.4.1. Please describe knowledge base methodology

6.10. **Management**

- 6.10.1. Monitoring and Reporting
- 6.10.2. Usage Monitoring and Reporting
- 6.10.3. List and describe what components are required for management including, but not limited to management software and servers, which will be centrally located in the Authority's data center, and what components will be required at each building site.
 - 6.10.3.1. Include the supported software and server requirements
 - 6.10.3.2. Also describe options for cloud-based management

6.11. **Key Questions**

- 6.12. Please respond to the inquiries below in detail. Reference to data sheets or fact sheets provided separately is discouraged.

- 6.12.1. Please describe in detail any management features that would allow:

- 6.12.1.1. Inventory – add/moves/changes

- 6.12.1.2. Current frequency of moves: Approximately 3 individual copier moves per year.

- 6.12.1.3. Failure or distress alerts and alarms
- 6.12.1.4. On/off capability – remote functionality
- 6.12.1.5. Other capabilities – representation of additional feature sets
- 6.12.1.6. Uptime/Downtime
- 6.12.1.7. Data collection of equipment service availability
- 6.12.1.8. Reporting and performance monitoring

FOR REVIEW PURPOSES ONLY

7. Authority Technical Requirements

- 7.1. Authority Technical Requirements will provide Vendor a more detailed outline of the duplication services specific to the Authority's needs.
- 7.1.1. Vendor shall indicate compliance with requirements of this section or provide requested information.
- 7.2. The Authority seeks to implement a full turnkey solution for all locations under one scope.
- 7.3. The Authority will require that the Vendor review existing building maps for placement of equipment and also evaluate current placement and make recommendations as needed.
- 7.4. The Authority is seeking to upgrade or replace all existing legacy copier/Multifunction Printer (MFP) equipment with a series of selected models which will be the standard for the Authority. Provide copier/MFP models that meet or exceed the capabilities of the existing models listed. Propose the following model types:
- 7.4.1. Standard black-and-white copier (replacing older models)
 - 7.4.2. High-capacity black-and-white copier (replacing older models)
 - 7.4.3. Standard color copier (replacing older models)
 - 7.4.4. High-capacity color copier (new model)
 - 7.4.4.1. The Authority is seeking a model that has a higher page-per-minute output than the standard for at least one location.
 - 7.4.4.2. Minimum color page-per-minute output (letter) shall be 55 pages per minute (ppm).
- 7.5. The Authority requires that the Vendor include (AS AN OPTION) a print management system and monitoring capabilities to report on the following for copiers/MFPs: volume, usage, job counts, where jobs were printed, cost centers/locations, user activity, and uptime/downtime.
- 7.5.1. Vendor shall describe print management/monitoring systems, along with related pricing over a 5-year period, that its equipment and firmware are compatible with.
- 7.5.2. Describe the feature of the management solution to facilitate electronic workflow of documents.
- 7.5.2.1. Describe how the solution will enhance paperless sharing and distribution of documents.
- 7.5.3. Vendor's solution shall be also capable of monitoring print volumes for existing single function printers, at a minimum.
- 7.5.3.1. Vendors shall also list other features that the print management system can monitor on the Authority's existing printers.

- 7.5.3.1.1. Describe whether the monitoring solution can track printing by user to single function printers.
- 7.5.3.1.2. Describe whether the monitoring solution can provide automatic driver updates for printers.
- 7.5.4. Describe whether the monitoring solution can track copying, printing, scanning, e-mailing and faxing performed by user.
- 7.6. Describe the copier/MFP and monitoring solution's ability to block personal data (like social security numbers, Credit Card Numbers, etc.) from being duplicated.
- 7.7. Describe secure desktop MFPs available from the manufacturer that might replace single function printers in select locations
- 7.8. Vendor shall include copier/MFP preventative maintenance in its services, according to the copier/MFP manufacturer's schedule
- 7.9. Vendor shall be responsible for all toner, fix/repair, maintenance, and/or replacement of all output devices included in the contract resulting from this RFP
- 7.10. Consumables – Copiers/MFPs
- 7.10.1. The cost of consumable supplies shall be included in the Per Click charges. If a consumable supply is not included in the per-click charge, it shall be identified and described.
- 7.10.2. Maintain a readily available inventory of consumable supplies (toner, staples, parts, and materials) for copiers/MFPs listed in **Exhibit A**. Paper shall be supplied by the Authority and is not part of consumable supplies. Service for consumables shall also cover any devices added to the Authority during the terms of the contract.
- 7.10.3. Vendor is responsible for delivery of consumable supplies to the Authority facility.
- 7.10.4. All toner, staples, and other consumable supplies must be supplied by the Original Equipment Manufacturer (OEM).
- 7.10.5. There shall be no limit to the amount of toner, staples, or other consumables supplied.
- 7.10.6. Consumable supplies shall not exceed a 0.5 percent failure rate.
- 7.10.7. The Vendor shall describe its capabilities for automatic and manual remote electronic monitoring of consumable supplies levels within the copiers/MFPs.
- 7.11. eFAX Solution (Option)
- 7.11.1. eFAX solution shall provide a service or appliance to allow faxes to be distributed electronically
- 7.11.1.1. The Authority will consider all options but prefers a cloud-based service.
- 7.11.1.2. The Authority does not currently have an eFax solution.
- 7.11.2. Features

7.11.2.1. Send/receive faxes from copiers/MFPs

- 7.11.2.1.1. Describe how this process would work with an electronic fax solution.

7.11.2.2. Send/receive Faxes electronically from user e-mail inboxes

- 7.11.2.2.1. Integration with Active Directory and Authority e-mail service (Exchange Online/Office365).

8. Customer Service and Warranty

- 8.1. Respondents must submit detailed information outlining both machine performance guarantees and technical service response guarantees. The information must include procedures for dispute resolution and replacement of an unreliable copier/MFP device, associated equipment (accessories or options), and supplied software. If a machine has continual service calls and down time, the Authority will bring the dissatisfaction to the attention of the contractor and ask that it be resolved. If the problem is not resolved, the Authority will issue in writing a letter of dissatisfaction stating the problem and asking for a replacement machine, which will be a like for like replacement at no additional cost to the Authority. If a copier is not operating satisfactorily, the machine shall be considered "down" from the time a service call is placed until the machine is functioning properly. All machines shall be down for no more than two percent (2%) average of available work time during any thirty (30) day period. All features of the delivered equipment shall be required to operate satisfactorily and produce acceptable copy quality for at least ninety eight percent (98%) average of available work time. If a copier fails to operate acceptably for two (2) days of the available work time during any thirty (30) day period, the Authority reserves the right to reject the copier and require a permanent replacement within three (3) days of notification to the contractor. Keeping in mind the foregoing, please describe the Customer Support Structure, including specific process and procedures. Please include or describe the following, including both product details and cost method (per hour, per day, included with contract, etc.). Also, please indicate the roles of the manufacturer and reseller in each item.

- 8.1.1. **Automatic trouble notification:** Describe each model's ability to auto-detect issues and communicate with its support center automatically through the network and Internet. Describe what security measures will be put into place by the Vendor to assure the protection of the Authority's information.

- 8.1.2. **Post-Implementation Support:** Provide a minimum of 40 hours of onsite support and (24) of remote support following installation and testing. Post-implementation support to be scheduled by the Owner's PM.

- 8.1.3. **Customer Assistance:** support availability, hours, phone or web based, SLA response time, etc.

- 8.1.4. **Escalation Process:** Procedure or process for escalating support issues.

- 8.1.5. **On-Site Support:** Options available, SLA for appearance or resolution, location of nearest support technicians, turnaround on replacement parts.

8.1.6. **System Failures:** Please describe the process for dealing with failures related to faulty units and system maintenance. Describe what would be expected of Authority personnel as far as specialized skill required or training for component replacement, etc.?

8.1.7. Desired uptime of 98.0% for copier/MFP equipment and services offered. This does not apply to the Authority's fleet of Single Function Printers.

8.1.8. **Replacement**

8.1.8.1. Please include information on failure rate of equipment and rate of which unit is flagged for replacement/removal.

8.1.8.2. Include parameters outlining upgrade path for equipment and escalation sequence.

8.1.8.3. All data on hard drives must be rendered useless and unreadable when equipment is replaced or removed. Describe the precautions in place to protect and securely wipe Authority information on hard drives.

8.1.9. **Warranty:** Please describe the warranty period, and also please include any annual or recurring fees for maintenance support including firmware, software revisions, new versions of OS, etc.

8.1.10. **Training:** Please describe the model for training of the Authority staff. Include any restrictions on number of personnel that may receive training. A minimum of fifteen (15) 30-minute training sessions are required during installation. Describe what additional training is recommended for Authority staff.

8.1.11. **Maintenance & Support:** Please specify options and requirements for hardware maintenance, software upgrades, and technical support in 5-year increments, including any guaranteed pricing models.

9. Additional Capabilities/Feature Descriptions

9.1. Please describe any features or capabilities not delineated above that would be useful for understanding and evaluation. Note any components that have extra costs associated with them. Examples of such features would include add-on monitoring or security software, unique feature sets, advanced capabilities, etc. All such descriptions should be based on products that are shipping as of the proposal due date.

10. Vendor Responsibilities and Requirements

10.1. The Vendor will be responsible for the installation and configuration of Duplication Services equipment agreed upon with the Authority. Installation and configuration shall meet the requirements herein and result in the successful operation of all

copier/MFP functions on all equipment included in an agreement which results from this RFP.

- 10.2. The Vendor shall be responsible for on-site configuration and training of the Authority IT staff for the daily operation aspects, monitoring, management, and maintenance aspects of the system.
- 10.3. The Vendor shall name a project coordinator who shall work with the Authority's Project Manager to provide and approve a project schedule. The schedule shall take into account all aspects of the project, including site reviews, design, installation, location and configuration, and proof of performance testing. When installing the System in a facility with other construction occurring simultaneously, the Vendor shall coordinate with the Project Manager for the Authority.
- 10.4. The Vendor shall be responsible for preparing a proposal, based on site information provided by the Authority. This proposal shall include the following:
 - 10.4.1. Review existing power requirements.
 - 10.4.2. Review any interference or other issues within the building that would affect equipment performance and viability.
 - 10.4.3. Review any issues or conditions that may affect the installation, or installation schedule.
 - 10.4.4. All products, hardware and software, should be shipping and current as of the proposal due date.
- 10.5. **Equipment Installation**
 - 10.5.1. The Vendor shall be responsible for installation of all copier/MFP equipment.
 - 10.5.2. The Vendor shall:
 - 10.5.2.1. Install in offices, copy room or other common areas specified to be approved by the Owner's project manager.
 - 10.5.2.2. Verify connectivity from network switch to duplication equipment in conjunction with Authority's Technology Department.
 - 10.5.2.3. For purchased or leased equipment, affix Authority's asset sticker on device. Asset sticker shall be removed if the copier device is replaced.
 - 10.5.2.4. The Vendor shall submit a spreadsheet in Microsoft Excel-compatible format for all major hardware. The spreadsheet shall contain the following information:
 - 10.5.2.4.1. Manufacturer
 - 10.5.2.4.2. Model No.
 - 10.5.2.4.3. Serial No.
 - 10.5.2.4.4. MAC Address
 - 10.5.2.4.5. Room Location
 - 10.5.2.4.6. Installation Photo

10.5.2.4.7. Authority Asset Number

10.5.2.4.8. Comment

10.5.2.5. Note: Vendor to supply Authority with building map locations of all newly installed equipment, produced in electronic format. Hand markups of drawings are not acceptable.

10.6. Supplied Products

10.6.1. All supplied products for this installation shall be new from vendor or distributor stock.

10.6.2. All software and firmware are to be normal, production versions, shipping at time of proposal submission. No beta software, custom programming, or promised future enhancements will be accepted.

10.6.3. Used or damaged products will not be accepted. Removal and replacement of such products will be the Contractor's responsibility and will be done at no additional cost to the Authority.

10.6.4. Equipment and materials of the type, for which there are independent standard testing requirements, listings, and labels, shall be listed and labeled by the independent testing laboratory.

10.6.5. Where equipment and materials have industry certification, labels, or standards (i.e., NEMA - National Electrical Manufacturers Association), this equipment shall be labeled as certified or complying with standards.

10.6.6. Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout.

10.7. Materials and Workmanship

10.7.1. The Vendor shall perform all work required for the completion of the installation in a skillful and craftsman-like manner.

10.7.2. All installations are to be level and stable.

10.7.3. Materials used for the completion of the installation shall be new, the best of their respective kind, and manufactured for the purpose that they are being used.

10.7.4. There shall be no substitution of the equipment and materials listed for installation and/or the expected method of installation without the prior written approval of the Authority's Project Manager. Any changes in materials and/or installation from that shown on the drawings, proposal documentation, and general specifications without written approval shall be the responsibility of the Vendor to correct, to the satisfaction and approval of the Project Manager, at no cost to the Authority.

10.7.5. The installation of all equipment and materials and devices shall be in accordance with the latest manufacturer's published procedures, specifications, and recommended procedures.

10.7.6. All equipment and materials shall be delivered in their original, unopened packaging and stored in an enclosed, secured area providing adequate protection from damage and/or loss. Damaged or deteriorated equipment and materials shall be removed from the building property immediately and replaced at no cost to the Authority.

10.8. Vendor Completion Criteria

10.8.1. Vendor's work at each location shall be considered complete after the following has been accomplished:

10.8.1.1. All items listed in the Vendor's approved proposal have been completed.

10.8.1.2. All asset labels are in place.

10.8.1.3. All construction debris and Materials have been removed.

10.8.1.4. The Authority's Project Manager has inspected all installations and reviewed proof of performance tests and accepted the installation.

10.8.1.5. Job queuing functions, alerts and notifications are tested and functioning as designed

10.8.1.6. Monthly reporting of availability and uptime have been reviewed and approved.

10.8.1.7. The Vendor has provided the Authority with a formal knowledge exchange, consisting at a minimum of:

10.8.1.7.1. Complete documentation of all device configurations (shall be in electronic form).

10.8.1.7.2. Spreadsheet documentation of the location of all equipment and access points.

10.8.1.7.3. A formal presentation providing detailed review items, including installation, configuration, management system, and address any final questions or concerns by The Authority's or building staff.

10.8.1.7.4. All training classes have been completed

10.8.2. Milestones that are to be scheduled, as a minimum, are:

10.8.2.1. Install duplication services equipment in each location specified.

10.8.2.2. Turn up and final testing

10.8.2.3. Training

10.8.2.4. Post-implementation documentation

10.8.2.5. Post-implementation support

10.8.2.6. Additional coordination with the Owner's PM is to be performed to ensure that work scheduled around the other trade activities does not delay the project.

10.8.3. **Responder / Owner Responsibility:** It will be assumed that any task required for a complete and operational duplication services system not specifically stated to be an Owner's responsibility will be that of the Responder.

10.8.4. **Changes and Discrepancies:** Any minor change in the location of equipment or services, etc., from that initially indicated, if directed by the Owner's PM, prior to the installation of the location, shall be made without charge. A "Minor Change" is defined as "Not adding any degree of difficulty to the original installation requirement".

10.8.5. **Close-out and Final Acceptance**

10.8.5.1. The completed installation shall consist of a duplication services system installed in strict accordance with the RFP documents and specifications. Any labor, materials and/or equipment which is not indicated in the RFP documentation or specifications herein but is necessary and/or incidental to completing the entire installation, as shown and intended, must be furnished and installed at no additional cost to the Owner.

10.8.5.2. At time of completion of the installation, the Contractor shall request, in writing, to the Owner's PM for a walk through of the installation for the purpose of preparing a final punch list towards acceptance of the installation. Once the items on the final punch list have been corrected by the Contractor, they are to submit another request to review the punch list items and acceptance of the installation.

10.8.5.3. Prior to final acceptance and payment, the Contractor shall provide the Owner with warranty certificates and registration for the installed equipment.

10.8.5.4. The entirety of the project may span several weeks. Owner will only pay for product, installation, and work completed in the current phase.

10.8.6. **Cleaning:** The Contractor shall, daily, at the completion of the work, remove and dispose of all rubbish, surplus materials, equipment, etc., and shall leave the site absolutely clean and in good order to the satisfaction of the Owner.

10.8.7. **Safety:** The Contractor is responsible for the safe passage of pedestrian traffic for the duration of the job. Any precautionary measures, necessary warning signs, etc., required to assist the Contractor in the performance of the work shall be at the Contractor's expense and provided for his/her quoted price.

10.8.8. **Material / Equipment Staging**

10.8.8.1. The Responder will be responsible for coordinating the delivery, acceptance, unloading and storage of their materials to the premises with the Owner's PM. The Responder must comply with all building regulations regarding hours, method and location of material delivery.

10.8.8.2. The Owner will provide, within reason and at its discretion, adequate space for the Responder to store a limited quantity of material and tools but does not agree to provide space for the entire inventory of material and tools for the project.

10.8.8.3. Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment. Coordinate with the owner for secure storage of equipment and materials. Do not store equipment where conditions fall outside manufacturer's recommendations for environmental conditions. Do not install damaged equipment; remove from site and replace damaged equipment with new equipment.

10.8.9. Use of Site

10.8.9.1. Use of the site shall be at the owner's direction in matters in which the owner deems it necessary to place restriction.

10.8.9.2. Access to building wherein the work is performed shall be as directed by the owner.

10.8.9.3. Schedule necessary shutdowns of plant services with the owner and obtain written permission from the owner.

10.8.9.4. Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the owner.

10.8.9.5. Hours for the Authority are 8:30 AM through 4:30 PM, Monday through Friday.

10.8.10. Continuity of Services

10.8.10.1. Take no action that will interfere with or interrupt, existing building services unless previous arrangements have been made with the owner's representative. Arrange the work to minimize shutdown time.

10.8.10.2. Should services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.

10.8.11. Post-Installation Performance Review Meetings

10.8.11.1. On a schedule to be determined by the Authority and the selected vendor, regular and on-going performance review meetings shall be established to evaluate the performance of all equipment, services, and support. These meetings shall be no fewer than bi-annual and no more frequent than quarterly.

11. Reference and Experience

- 11.1. The Authority seeks Responders who have been shipping and currently have an installed base of customers with duplication services systems addressing similar requirements and of similar size as stated herein.
- 11.1.1. The Authority prefers that the winning vendor has two engineers certified in the proposed products. Please include resumes in your response.
- 11.2. Provide at least three (3) references of similar installed systems using the table provided below – expanding them as necessary to include all relevant information. The references must be for similar size Local Government Agencies with similar environments and end users.
- 11.3. The Authority may wish to conduct site visits with one or more of the references provided below. Be advised, references are a major element of the customer’s selection criteria.

Table 3 - Reference 1

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

Table 4 - Reference 2

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

Table 5 - Reference 3

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

FOR REVIEW PURPOSES ONLY

12. PROPOSAL RESPONSE PRICING

12.1. Provide pricing for the Scope of Work as stated in the Request for Proposal (including Appendix and Exhibits) for the installation of the complete Copier/Multifunction Printer Replacement and all associated subsystems as described in the RFP. Complete **Exhibit C**, including manufacturer, model number, unit price and total price for all equipment, services and options proposed.

12.2. Vendor is expected to fix all prices at the proposed amounts for the duration of the contract.

12.2.1. The Authority reserves the right to increase or decrease the quantity of equipment to be purchased under this RFP. Any additional equipment purchased shall be priced at the proposed in **Exhibit C**.

12.3. Unit Pricing

12.3.1. Include the following Unit Prices in **Exhibit C** response.

12.3.2. UNIT PRICE "U1" Standard Black-and-white Copier/MFP: For the sum noted below, the Proposer will furnish and install complete a copier/MFP of the same specifications as proposed herein.

12.3.3. UNIT PRICE "U2" High-Capacity Black-and-White Copier/MFP: For the sum noted below, the Proposer will furnish and install complete a copier/MFP of the same specifications as proposed herein.

12.3.4. UNIT PRICE "U3" Standard Color Copier/MFP: For the sum noted below, the Proposer will furnish and install complete a copier/MFP of the same specifications as proposed herein.

12.3.5. UNIT PRICE "U4" High-Capacity Color Copier/MFP: For the sum noted below, the Proposer will furnish and install complete a copier/MFP of the same specifications as proposed herein.

12.4. Additional Items

12.4.1. Following are item(s) that the Proposer:

12.4.1.1. Considers missing from the design documents and should be furnished and installed for a complete installation; and/or,

12.4.1.2. Would like to propose as an alternate to the design. The associated cost or credit is shown. An explanation of the addition and/or alternate is required for consideration of either.

12.4.2. Missing items. Attach an explanation for evaluation.

12.4.2.1. "ADD" \$ _____

12.4.2.2. "CREDIT" \$ _____

12.4.3. Contractor Suggested Alternate to the Design. Attach an explanation for evaluation.

12.4.3.1. "ADD" \$ _____

12.4.3.2. "CREDIT" \$ _____

12.5. Warranty Acknowledgement

12.5.1. Equipment Warranty

12.5.1.1. Parts - _____ years

12.5.1.2. Labor - _____ years

12.5.2. Duplication Services Manufacturer Warranty

12.5.2.1. Enclose sample copy of warranty certificate

12.5.2.2. Enclose copy of Duplication Services Manufacturer Value Added Reseller Authorization or Certified Installer Certification.

FOR REVIEW PURPOSES ONLY

RFP Appendix

Please read all documents included in this packet. Execute the Required Forms in this section and include with the proposal. Questions regarding items for Proposal may be directed to the Authority contact for the RFP.

FOR REVIEW PURPOSES ONLY

**PROPOSAL FORM
REQUEST FOR PROPOSALS**

Copier/MultiFunction Printer RFP

RFP #22-206

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

**To: BOARD OF TRUSTEES
Four Rivers Sanitation Authority
3501 Kishwaukee St.
ROCKFORD, IL 61109**

From: _____
(Individual, Partnership or Corporation)

(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Copier/Multifunction Printer Replacement** in compliance with the attached Notice, Business Section, Technical Section, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

A. That he (they) has (have) examined and is (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

B. That he (they) has (have) carefully examined the scope of the required service, and that, from his (their) own investigation, has (have) satisfied himself (themselves) as to the nature and location of the delivery point, the character, quality and quantity of materials, and the kind and extent of equipment and other facilities needed for the performance of the service and provision of the materials, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the materials or services or their performance.

C. That this proposal is made without any understanding, agreement or connection with any other person, partnership, or corporation making a proposal for the same purposes, and is in all respects fair and without collusion or fraud; and that he (they) is (are) not barred from proposing as a result of a bid-rigging or bid-rotating conviction.

D. All goods and services provided in response to this request will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

E. The firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations

of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the Authority's **Copier/Multifunction Printer Replacement**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the Authority and the Authority's representatives as defined on page 10 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

F. The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment under Illinois State law;
3. a description of sexual harassment, utilizing examples;
4. my (our) organization's internal complaint process including penalties;
5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

RFP: Copier/Multifunction Printer Replacement

Four Rivers Sanitation Authority

Upon request, my (our) organization will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

In submitting this proposal, I (we) understand that the Authority may reject part or all of any and all proposals. I (we) agree that I (we) shall not withdraw this proposal for a period of 60 calendar-days following the scheduled proposal due date. I (we) have carefully examined the nature of the service and materials. The cost of all the materials, equipment, and service necessary to complete this contract is given in this Proposal.

The selected vendor shall enter into a Contract with the Authority to complete the Project in a form substantially similar to the Contract attached hereto. The Contract shall be executed by the Vendor and returned, together with the Insurance Documents and Performance Bond (if applicable) within ten (10) calendar days after it has been mailed to the Vendor. Two copies of the contract shall be executed by the Vendor. One fully executed copy will be returned to the Vendor. See Technical Section for a sample copy of the agreement.

By signing this proposal, I/we, the proposers, agree to the terms of the proposal, proposal requirements, addenda, and contract.

The undersigned acknowledges that Addendum numbers _____, _____, _____, have been received, and realizes that all Addenda are considered part of the Contract.

Respondent: _____ Date: _____

By: _____

Name of Firm

Authorized Rep's Signature

Street Address

Rep's Name

City, State, Zip

Rep's Title

Phone Number

Email Address

NOTE: The Four Rivers Sanitation Authority, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The respondent shall exclude those taxes from his proposal.

**"NO PROPOSAL" RESPONSE
TO
REQUEST FOR PROPOSALS**

If your firm is unable to submit a proposal at this time, please provide the information requested in the space provided below and return to:

Four Rivers Sanitation Authority
3501 Kishwaukee St.
Rockford, IL 61109

Responses can be delivered in person to:

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

For this form only, responses can also be emailed to: mroach@fourrivers.illinois.gov

We have received Request for Proposals #22-206 Copier/MultiFunction Printer RFP due at 4:00 P.M. on March 31, 2022.

Reason for not submitting proposal: _____

BY: _____

Signature

Name & Title, Typed or Printed

Company Name

FOR REVIEW PURPOSES ONLY

Fair Employment Practices Affidavit of Compliance

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

PROJECT: Copier/MultiFunction Printer RFP

NOTE: THE PROPOSER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED PROPOSAL. FOUR RIVERS SANITATION AUTHORITY CANNOT ACCEPT ANY PROPOSAL WHICH DOES NOT CONTAIN THIS AFFIDAVIT

_____, (Name of person making affidavit) being first duly sworn, deposes and says that:

They are: _____ of _____ (Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000I of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A - Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance to this contract, the contractor agrees as follows:

- 1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Departments Rules and Regulations.
6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize

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Four Rivers Sanitation Authority

any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
(Source: Amended at 32 I11. Reg. 16484, effective September 23, 2008)"

IL Dept of Human Rights Registration No.: _____ Expiration Date: _____

Signature _____

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public _____

FOR REVIEW PURPOSES ONLY

**FORMS OF AFFIDAVIT
REQUEST FOR PROPOSALS
RFP #22-206
Copier/MultiFunction Printer RFP**

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

Vendor City: _____ **Vendor County:** _____ **Vendor State:** _____

This Section for Sole Proprietorship:

I, _____ (name), being duly sworn, depose and say that the organization I represent is a sole proprietorship, and that I am the person described in and who executed the foregoing proposal and that the several matters therein stated are in all respects true.

Signature _____

This Section for Partnership:

I, _____ (name), being duly sworn, depose and say that I am a member of _____ (partnership name), the firm described in and which executed the foregoing proposal; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Signature _____

This Section for Corporation:

We, _____ (representative who signed the Proposal Form), and _____ (other corporate officer), being duly sworn, depose and say that we reside in the cities of _____ and _____, respectively, and that we are the _____ (representative's title) and the _____ (other corporate officer's title), respectively, of _____ (corporation name), the firm described in and which executed the foregoing instrument; that we are authorized to complete this form and to enter into this contract on behalf of said corporation; that we have signed our names thereto by like order; and that we have knowledge of the several matters therein stated and they are in all respects true.

(representative's signature) (other corporate officer's signature)

This Section for a Limited Liability Corporation:

I, _____ (name), being duly sworn, depose and say that I am a _____ (representative's title) of _____ (company name), the company described in and which executed the foregoing proposal; that I am authorized to complete this form and to enter into this contract on behalf of said company and have knowledge of the several matters therein stated and they are in all respects true.

Signature _____

Notarization (required for all successful proposers):

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public _____

County _____ My Commission Expires _____

RFP: Copier/Multifunction Printer Replacement

Four Rivers Sanitation Authority

CONTRACT
FOUR RIVERS SANITATION AUTHORITY
ROCKFORD, ILLINOIS

THIS CONTRACT, made and concluded this ___ day of _____, 20__ between the Four Rivers Sanitation Authority, Illinois, also known as "Authority," and _____, his/their executors, administrators, successors or assigns, known as "Contractor":

In consideration of the payments and contracts mentioned in the Proposal attached hereto, to be made and performed by the Authority, the Contractor agrees with the Authority at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work and furnish the merchandise in accordance with the specifications hereinafter described, and the Authority's requirements.

1. Scope

Both parties understand and agree that the Notice, Business Section, Technical Section, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the **Request for Proposal: Copier/Multifunction Printer Replacement** all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

The Contractor shall provide the **Copier/Multifunction Printer Replacement** for a period of five (5) years. Upon the request and completion of a complete hardware refresh and corresponding training to be completed during year three (3) of the contract, a one-year extension may go into effect.

2. Contract Price

The Authority shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, in current funds, the prices set forth in the Proposal Form. The Contractor's proposal price for the **Copier/Multifunction Printer Replacement** shall include, but not be limited to any and all costs of sufficient equipment and labor as required to perform **Copier/Multifunction Printer Replacement** as described in this Request for Proposals and shall be the only basis for payment.

The Authority shall make payments to the Contractor, in accordance with and subject to the provisions on pages 6, 8 and 50 of this Contract.

3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible manner, supplying only service that meets or exceeds the Authority's Specifications;
- B. Sustain all loss or damage arising out of the nature of the work to be done, or

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Four Rivers Sanitation Authority

from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;

- C. Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;
- D. Hold the Authority and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the Authority and its representatives from all:
 - suits, claims, or actions,
 - costs, either for defense or for settlements, and
 - damages to which the Authority or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
 - in the execution of the Contract, or
 - from actions the Authority or its representatives take on the Contractor's behalf,

except in cases where such suits, claims, actions, or costs are found to be based on the Authority's negligence. For purposes of this paragraph, "its representatives" means "the Four Rivers Sanitation Authority's trustees, employees, agents, assigns, and their heirs."

- E. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:
 1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
 2. document compliance as required,
 3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
 4. prepare and make available all required information and documentation, and
 5. hold harmless and indemnify the Authority and the Authority's representatives as defined on page 10 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or

arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

- F.** Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:
1. the illegality of sexual harassment;
 2. the definition of sexual harassment under Illinois State law;
 3. a description of sexual harassment, utilizing examples;
 4. Contractor's internal complaint process including penalties;
 5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
 6. directions on how to contact the Department and the Commission; and
 7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

G. Maintain all specified insurance for the duration of the contract.

H. In the absence of the Authority's written permission, the Contractor shall not use the Authority's name in any form or medium of public advertising.

4. Payments to Contractor

If the Authority receives an acceptable invoice for conforming service prior to the fifth day of the month, the Authority shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

5. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted without the express consent of the Authority change the terms of this Contract.

6. Contractor's Responsibility

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

7. Counterparts

This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware

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Four Rivers Sanitation Authority

that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

8. Time

The contractor agrees to all schedules of services specified in the Request for Proposals.

9. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands, and are duly authorized to enter into such contracts on behalf of their respective organizations.

Name of Firm – Contractor

By _____

Authorized Signature

ATTEST:
By: _____

Its: _____

Four Rivers Sanitation Authority
Winnebago County, Illinois

By _____
Executive Director

ATTEST: _____
Director of Management Services

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO)

On this ____ day of _____, 20__, before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Julia Scott-Valdez, to me personally known, who, being each by me duly sworn did say that they are respectively, the Executive Director and Director of Management Services of the Four Rivers Sanitation Authority, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the Authority, and said Executive Director and Director of Management Services acknowledge said instrument to be the free act and deed of said Authority.

(SEAL)

Notary Public

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Four Rivers Sanitation Authority

PERFORMANCE BOND
FOUR RIVERS SANITATION AUTHORITY
ROCKFORD, ILLINOIS

Copier/Multifunction Printer Replacement

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Four Rivers Sanitation Authority has awarded to: _____ hereinafter designated as the

"Principal", a contract, dated, _____, for the Four Rivers Sanitation Authority.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the "Bond");

NOW, THEREFORE, we the Principal and _____,

as Surety, are firmly bound unto the Four Rivers Sanitation Authority in the penal sum of

_____ Dollars (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Four Rivers Sanitation Authority, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments. Four Rivers Sanitation Authority shall be named as beneficiary on this Performance Bond.

RFP: Copier/Multifunction Printer Replacement

Four Rivers Sanitation Authority

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

Principal

By _____

Name: _____

Title: _____

Date: _____

ATTEST:

Secretary

(Seal)

Surety

By _____

Name: _____

Title: _____

Date: _____

Countersigned _____

FOR REVIEW PURPOSES ONLY