



Copier – Replacement and Maintenance Contract – Request for Proposal

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REQUEST FOR PROPOSAL

COPIER - REPLACEMENT AND MAINTENANCE CONTRACT RFP

The Downers Grove Park District invites you to respond to this Request for Proposal (RFP). The focus of the RFP is to select a single organization for replacing its current fleet of 6 copiers and maintaining them throughout a three (3) year lease and maintenance contract.

INTRODUCTION TO THE DOWNERS GROVE PARK DISTRICT

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The Downers Grove Park District was created in 1946 when a group of concerned citizens envisioned the establishment of a park and recreation system to serve Downers Grove village residents. The District's mission of providing and preserving open space and developing quality recreational areas and leisure programs has remained constant for more 70 years.

The Park District's boundaries are nearly coterminous with those of the Village of Downers Grove, encompassing 14 square miles. The community is located 25 miles southwest of Chicago's loop, in southeastern DuPage County. DuPage County is one of the 55 largest counties in the nation. The entire assessed valuation of the Park District exists within this county. The community's predominantly residential character has been complemented by growth in the commercial sector, primarily in the northern and southern sections.

Today, the Downers Grove Park District serves a population of approximately 50,000; has an assessed valuation of over \$2 billion; oversees 615 acres of parks and facilities and provides leisure programs to over 50,000 participants annually. The Downers Grove Park District has touched thousands of lives and has grown into a district for all seasons.

The District's copying and printing functions are managed jointly by the District's In-House Superintendent of IT and our current copy and printing vendor, Konica Minolta.

DGPD CURRENT COPIER ENVIRONMENT

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The Downers Grove Park District currently has 6 Konica Minolta multifunction copiers at 5 locations throughout the Park District.

See Appendix A for copier make, model, type and copy / print volume.

SCOPE OF WORK

COPIER - REPLACEMENT AND MAINTENANCE CONTRACT RFP

The Downers Grove Park District seeks to procure a copier/multifunction print vendor to present a cost effective solution that provides copier/multifunction printing.

The goals for this project are as follows:

- Make print/copier/network copying available to all Park District users, faculty, staff or their designee.
- Allow for users to connect to copier and copier functions from their desktops/laptops and hand-held devices.
- Secure printing options.
- Provide a cost-effective solution with a reduction in operational costs (cost per copy, electrical draw, etc.)
- eDocument scanning solution for digital document archiving.

Vendors are asked to examine the RFP Specifications found on Page 11 of this Request for Proposals (RFP) and formulate a response that meets the minimum requirements set forth in the RFP. Once minimum requirements have been met, vendors are encouraged to provide options for increasing functionality or reducing cost, without sacrificing reliability.

Proposals must include all required supporting documentation, assurances, specifications, etc. Incomplete proposals or late proposals will not be accepted.

The Park District has the right to accept or reject any or all proposals. The Park District will make its decision based on the selection criteria outlined in the RFP. The Park District reserves the right to negotiate the final contract with the selected vendor. When in question, the RFP prevails. The vendor must accept a Purchase Order, which will reference this RFP. It is the Park District's intention to enter into a mutually beneficial contract that supports this RFP, and any other subsequent contracts that are required by the vendor must meet or exceed the terms and the conditions of this RFP.

SUBMITTAL INFORMATION

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Selection Criteria: The Downers Grove Park District will use multiple criteria to select the most appropriate partner. Respondents are encouraged to be as aggressive and creative as possible in their proposals. The following list summarizes the major qualitative areas that will be evaluated.

- Industry expertise and experience
- Demonstrated customer service quality and support
- Reliable Service Structure, Equipment Maintenance, Training Services
- Ease of use by multiple users
- Vendor strength and stability
- Account management
- Reporting capabilities
- Financial considerations

Response Contents and Format: Please complete all sections of the RFP. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as a partner.

Information Requirements: For the purposes of understanding more about your company and your ability to successfully fulfill this important Downers Grove Park District requirement, please provide the information below as part of your response, clearly referencing each specific question.

Corporate Information

- 1) Please provide a brief overview of your organization's involvement in providing copier and printing services.
- 2) How long has the organization been in business & what is your current market share?
- 3) In what cities do you maintain offices?
- 4) Indicate the number of employees in your organization. How many of those are dedicated to account management and/or technical support? How many are full-time vs. contract?
- 5) What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?

SUBMITTAL INFORMATION (Continued)

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Corporate Information - Continued

- 6) Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.
- 7) Please provide details of three current customer accounts that are similar in scope and requirements to those of Downers Grove Park District (local government is preferred).

Proposed Approach and Solution

- 1) Please provide a proposed work plan for a migration to your organization, as a Downers Grove Park District preferred vendor. Specifically, provide the following information: (A) Key activities; (B) Timing; (C) Information/resource requirements; (D) Deliverables; and (E) Key milestones, checkpoints, and other decision points.
- 2) If we elect to move forward with your organization, what Park District resources would you require (e.g., information, data, staff resources, communication) during the course of migration and on an ongoing basis?
- 3) Please identify the team (with bios) that will be assigned to the account and describe how you plan to interact with us and any third party providers that may provide services to the Park District.
- 4) Please describe your experience in providing the following value-added services:
 - a. Technology Roadmap
 - b. Solution design
 - c. On-demand Technology Training
 - d. Technical support, including remote user support
 - e. Reporting and communication
 - f. Implementation planning and guidance
 - g. On-site implementation of business applications

SUBMITTAL INFORMATION (Continued)

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Support

- 1) Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.
- 2) Please provide details and an example of your standard reporting capabilities.
- 3) Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.
- 4) What options are available for user training and technical training that may be required by our staff?
- 5) How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?

Financials

- 1) Describe the pricing model(s) that you typically employ for printer, copier and maintenance services.
- 2) Please indicate the charges associated with each of the following services, including the key driver of each cost and whether it is included in a standard per-unit cost vs. charged on an ad hoc basis.
 - Per copy charge B/W and Color
 - Per print charge B/W and Color
 - Toner and waste
 - Service and Maintenance
 - On-site implementation of business applications
- 3) Do you offer service bundles and if so, describe the effect of this bundling on pricing?

SUBMITTAL INFORMATION (Continued)

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Response Delivery Instructions: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposals are to be submitted to the Downers Grove Park District by 2 p.m. on Friday, October 30, 2020 via email to Chris Kapus at ckapus@dgparks.org.

Notification of Intent to Respond and Clarification Questions: Please indicate your intention to respond, by email, to the above email address by the Intent to Respond and Questions Due date outlined in the Key Dates table below. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. At the same time, we ask that you submit any clarification questions regarding the RFP. Answers will be provided to all respondents by the Answers Provided date.

Key Dates

<u>Date / Timeframe</u>	<u>Project Task</u>
Friday, October 16, 2020	RFP is Advertised
Friday, October 30, 2020	RFP Intent to Respond & Questions Due
Friday, November 6, 2020	Responses to Questions Posted
Friday, November 13, 2020	Proposals are Due
Friday, December 4th, 2020	Contract is Awarded
Monday, February 15th, 2021	Contract Start Date

Contract: The District reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal must be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the District's Legal Team for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the firm.

Consultant should be prepared to accept a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the District. A draft of the essential terms of the contract is attached. (See Independent Contractors Agreement, Page 17)

This RFP does not obligate the District to contract for services specified herein. Any information provided as part of this RFP and contract may be shared outside of the Park District, in relation to local FOIA (Freedom of Information Act) rules and regulations.

RFP SPECIFICATIONS

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Copy machine must be newly manufactured or factory produced new. No used, demo, refurbished or remanufactured products will be accepted.

- Equipment must have a new machine serial number and designation.
- Equipment must not have any copies produced on it before (excluding basic install testing).
- Machines must allow for PIN code credentials to prevent unauthorized and/or unaccounted copying and printing.
- Delivery of machines must be to the Park District within a minimum of 48-hour advance notice between 8:00 a.m. and 3:00 p.m. CST. Prior site preparation must be complete to fulfill turnkey installation for immediate use. One machine (new or existing) must be functional at all times during the installation.

Consumable Supplies

The successful vendor will be responsible for “just-in-time” inventory management of all consumable supplies including end-user replacement components for all output devices defined within this RFP.

- Vendor will supply toner and supplies needed to perform the operations of the machine.
- Paper will be supplied by the Park District.
- Staples will be supplied by the Park District.
- Vendor is responsible for delivery of supplies to point of need.

Supply Expectations

- Black and white or color toner may not be off brand and must be OEM. No substitutes will be accepted.
- Unlimited toner.
- Consumable supplies must meet original equipment manufacturer’s specifications.
- Consumable supplies must not exceed 0.5% failure rate.
- Vendor assumes all responsibility for hardware performance due to consumable supplies.
- Covers all devices included in RFP.

RFP SPECIFICATIONS (Continued)

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Service/Maintenance

- Describe the Maintenance Agreements offered by the company. Be sure to include all travel, mileage, and any other item that may impact overall maintenance cost.
- Describe the procedure and escalation process used to report trouble in the event of a minor service issue, major service issue, and a major outage. Describe the response times for any situations described.

Minimum Standards List

Standard Functions/Features on Copiers (unless otherwise indicated by vendor)

- Capacity - use capacity levels of current fleet of copiers. If vendor believes other capacity and speed is appropriate and cost effective, feel free to adjust.
- Quote on both black and white printing and color printing.
- Automatic Document Feed –one copier must have 150 sheet capacity.
- Collate, staple, and duplex, 3-hole punch, minimum on copier.
- Multiple Trays, Bypass tray, Auto duplex/feed
- Network Printing directly from multiple operating systems.
- Cloud printing from iPads, Android Tablets, and laptops.
- Interruption capabilities.
- Job Queuing.
- Centralized management of user account tracking.
- Confidentiality copy/printing solution.
- Scan to email and /or network drive in color or B/W.
- Copier must print at least 65 ppm black and white and/or 60 ppm color.

Ongoing OEM Maintenance provided at no extra cost includes:

- Toner and all other supplies needed to perform the operations of the machine.
- Service Response times (please provide average response time of the company)
- Onsite Repair.
- Parts, labor, supplies, shipping and handling.
- Software and firmware updates.
- Initial Training.
- Ongoing training as requested or as needed.

RFP SPECIFICATIONS (Continued)

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Options to be included as add-on potential should be priced separately as a menu and include:

- Google Docs
- Color
- Booklet maker/finisher

Vendor's Responsibilities:

- Provide all supervision, labor, construction, tools, equipment, materials, transportation, erection, storage, unloading, inspection, inventory control, and return of unused material. Whenever the RFP uses the following terms: furnish, install, provide, etc. it shall be interpreted as requiring the vendor to both furnish and install materials, unless specific provisions and/or installation of materials by the Park District is defined.
- Be responsible for and promptly repair any damage to the building or other property due to the carelessness of technicians. Any damage to building or property must be reported immediately to the Park District.
- Must pay and prepare for shipment the return of existing equipment as per current lease agreement.
- Must annually review manufacturer's specifications against onsite equipment and bring onsite equipment up to that specification.
- Must annually review usage of equipment.
- Must move equipment as necessary per the vendor's recommendation at the vendor's expense, and/or under the direction of the Park District at the vendor's expense.
- Install all hardware (including electrical changes) in accordance with the manufacturer's specifications or local codes and ordinances, whichever is more stringent.
- Conduct operational tests and record the results for acceptance purposes.
- All responsibility for subcontractors of the vendor lies with the vendor. The vendor must furnish a list of all such subcontractors and all subcontractors must carry insurance. The vendor must provide a certificate of insurance for itself and all subcontractors.
- Must provide Park District with a direct contact to the service/repair technician's (cell phone number required)

RFP SPECIFICATIONS (Continued)

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Vendor's Responsibilities (Continued):

- The Park District relies upon the vendor as an expert, competent in all phases involved in producing, testing, developing, installing, modifying, altering, servicing, and integrating the equipment and or systems furnished. The vendor agrees it will not deny any responsibility or obligation to the Park District on any grounds. Without limiting anything above, the Park District, in originating, furnishing, or approving any specifications, drawings, plan, change, schedule, or other document or part thereof, or any test report or in accepting the networks, neither accepts responsibility for nor relieves the Vendor from the performance of all terms and conditions of this RFP and any contract that may be awarded. Any such acts by the Park District shall not modify, impair, or abrogate any rights of the Park District under this RFP and any subsequent contract.

Downers Grove Park District's Responsibilities:

- Allow the vendor's employees access to the premises and facilities at all reasonable hours during the installation with agreed upon work schedule.
- The Park District waves any responsibility for any materials, tools, or equipment left on the premises after the end of a normal workday.
- Make inspections when notified by the vendor of any equipment or part of the project that is ready for acceptance.

PROPOSAL FORM

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Complete, verify and sign the section below that represents the proposal to provide Copiers and Copier / Printer Maintenance Services for the Downers Grove Park District.

_____ (Name of Firm) proposes to provide Copiers and Copier / Printer Maintenance Services, as outlined, to the Downers Grove Park District no later than Friday, January 1, 2021 for a total monthly cost of \$ _____. If applicable, an initial on-time setup fee of \$ _____, that includes all labor, materials, transportation, equipment and any other items considered a billable expense.

Signed: _____

Printed Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Dated: _____

Notice:

- 1) This RFP is not a contract or offer of employment.
- 2) The cost of preparation of proposals shall be the sole obligation of the respondent firm.
- 3) All submitted proposals, whether accepted or rejected, are the property of the Downers Grove Park District.

CERTIFICATIONS & ASSURANCES

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I/we make the following certifications and assurances, as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

- The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Park District without further negotiation at any time within the 60-day period.
- In preparing this proposal, I/we have not been assisted by any current or former employee of the District whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- I understand that the District will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the District, and I/we claim no proprietary right to the ideas, writings, items, or samples.
- I/we warrant that, in connection with this procurement:
 - The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signed: _____

Printed Name: _____

Title: _____

INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT entered into by and between _____ (hereafter the "Contractor") and the DOWNERS GROVE PARK DISTRICT (hereafter "Park District").

WHEREAS, Contractor will be performing services and work for the Park District as set forth in the following documents: Proposal for IT SERVICES _____ attached hereto as Exhibit A (which, TOGETHER WITH THIS AGREEMENT are collectively referred to as the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against the Park District and to indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Park District would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Park District, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of DISTRICT, at all times during the performance of any work referred to above, the following insurance coverage:

Professional Liability Insurance

CONTRACTOR shall obtain and maintain, at his own expense, CONTRACTOR's professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this Agreement of the commencement of CONTRACTOR's services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed \$50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of final payment.

Liability Insurance

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. District shall, by endorsement, be made an additional insured under the CGL policy.

Prior to beginning work, CONTRACTOR shall furnish DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

4. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
5. CONTRACTOR grants to DISTRICT, in perpetuity, an unrestricted and unlimited and nonexclusive license to use the instruments of service, drawings, specifications and other work products of CONTRACTOR and its consultants for its own purposes. Reuse of any of the drawings, specifications or other work products of CONTRACTOR and its consultants without the written consent of CONTRACTOR, and/or the consultant, as the case may be, shall be at the risk of the DISTRICT and DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. DISTRICT shall endeavor to give CONTRACTOR prior written notice of DISTRICT's intent to reuse any work products.
6. DISTRICT may terminate this Agreement for cause upon 24 hours written notice of breach to CONTRACTOR and for convenience and without cause upon not less than seven days' written notice to CONTRACTOR. In the event of termination for other than cause, CONTRACTOR shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Park District, it being specifically agreed that the Contractor bears the relationship of an independent Contractor to the Park District.

This agreement shall be in full force and effect from the _____ day of _____, 20____ until such time as it is terminated by the Park District.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this _____ day of _____, 20_____.

DOWNERS GOVE PARK DISTRICT

CONTRACTOR

Name

Title

APPENDIX A – CURRENT COPIER INVENTORY SPECIFICATIONS

COPIER - REPLACEMENT AND MAINTENANCE CONTRACT RFP

COPIER #1:

Location: Administration Building – Downers Grove, IL

Make / Model: Konica Minolta – Bizhub C658

Type: Color

Monthly Print & Copy Volume: 10800

Would like to add binding option

COPIER #2:

Location: Lincoln Center – Downers Grove, IL

Make / Model: Konica Minolta – Bizhub 558e

Type: B/W

Monthly Print & Copy Volume: 2900

Would like to add folding option

COPIER #3:

Location: Lincoln Center – Downers Grove, IL

Make / Model: Konica Minolta – Bizhub C368

Type: Color

Additional Feature: Booklet / Saddle Tray

Monthly Print & Copy Volume: 7900

COPIER #4:

Location: Recreation Center – Downers Grove, IL

Make / Model: Konica Minolta – Bizhub C658

Type: Color

Monthly Print & Copy Volume: 6600

Would like to add folding option

COPIER #5:

Location: Lyman Woods – Downers Grove, IL

Make / Model: Konica Minolta – Bizhub C3581FS

Type: Color

Monthly Print & Copy Volume: 2500

COPIER #6:

Location: Golf Course – Downers Grove, IL

Make / Model: Konica Minolta – Bizhub C3581FS

Type: Color

Monthly Print & Copy Volume: 1000