

Purchasing Department
2815 East Garland Avenue
Spokane, WA 99207-5889

phone (509) 354-7174
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Spokane Public Schools is interested in receiving information on
Multi-Functional Printer/Copier/Scanners
RFI No. 20-1415

If your firm is interested in responding to this Request for Information and agrees to the terms set forth herein, please send three (3) copies of your response to:

Spokane Public Schools
Attn: Purchasing Department
2815 East Garland Avenue
Spokane, WA 99207

Responses are due not later than:

Tuesday, June 9, 2015, by 2:00:00 p.m. PDT

- Spokane Public Schools currently has multi-functional printer/copier/scanner equipment that is 6 years old, due for replacement this year with funding from the passage of the February 10, 2015, bond and levy measures.
- The purpose of this Request for Information is to provide updated market information on equipment that would be appropriate for consideration by the Multi-functional Printer/Copier/Scanner Committee in regard to the replacement of the units identified in this packet.
- The committee will review response information and determine which submission(s) best meet the needs of the district, as described in this packet.
- Equipment demonstrations will be scheduled accordingly for June 19th and/or 22nd as arranged with the affected vendors. The District will notify you on June 12th if your firm has been selected for one of these demonstrations and which day and time we will be at your place of business for this demonstration.

If you have any questions regarding this Request for Information, you may address these in writing to Pam Tatosky at 2815 East Garland, Spokane, WA 99207 or email her at pamt@spokaneschools.org.

REQUEST FOR INFORMATION

1. ADMINISTRATIVE FEES: Any administrative fees paid to a third party as a result of purchasing multi-functional printer/copier/scanners from an existing contract shall be borne by the contractor.
2. MULTI-FUNCTIONAL PRINTER/COPIER/SCANNER PURCHASE:
Spokane Public Schools is in the process of upgrading the following equipment:

11 each Konica Minolta Bizhub Pro 950 with the FS611 Booklet Folding Finisher and Punch

2.1 In a separate submission please provide specifications and pricing for the equipment you feel meets the requirements identified in this document.

2.2 Include any available state, KCDA or other contract which resulted from competitive solicitations that meet the State of Washington bid requirements as defined by RCW 28A.335.180 that offer the equipment identified in your proposal. (US Communities and The Cooperative Purchasing Network are both acceptable contracts.)

2.3 List trade-in values, per equipment model, offered by your firm should it be awarded this contract. As a condition of trade-in, contractor shall provide to the district a written certification that all internal equipment memory disks and drives have either been removed and destroyed or have gone through a wiping process that guarantees these drives are unreadable before it is re-used, re-sold or disposed. Cost for removal shall be borne by the awarded vendor.

All equipment offered should include as a minimum:

- a. 95 black copies per minute
- b. Enlarge/reduce ability (proposal should specify copy ratio percentage per model)
- c. 1200 dpi resolution
- d. Primary paper drawer to accommodate a minimum of 1000 8 ½" x 11" sheets; 4000+ sheets preferred
- e. Auto document feeder
- f. Up to 11" X 17" maximum media size
- g. Multiple drawers for different paper stocks and/or sizes
- h. Accommodate plain paper, bulk objects (books, etc.) and 3D media types
- i. Perform duplex printing
- j. Image combination (different size originals)
- k. Frame eraser and image shift
- l. Cover and sheet insert ability
- m. Network ready
- n. Ability to queue copy jobs
- o. Job interrupt
- p. Scanner to PDF file then email function
- q. Printer function
- r. Collate and sort print/copy jobs
- s. Staple
- t. Paper punch ability
- u. Ability to program user numbers for tracking individual copy amounts

PARTS: All parts and components supplied by the contractor shall be new Original Equipment Manufactured. **If Contractor does not have the required part(s) in stock, the part(s) must be shipped overnight at no additional cost to Spokane Public Schools.**

- 2.4 Floor space in each school is limited. Please ensure the unit proposed (in its entirety, including any added components) will fit in the same space limitations as the current unit.
3. **GUARANTEED EQUIPMENT PURCHASE PRICING:** The equipment purchase prices shall not exceed the original purchase price for a 24 month period from the date of award for additional purchases at the district's discretion. Any decrease in price by a manufacturer during this 24 month period shall be passed through in total, dollar for dollar, on the effective date of such decrease.
4. **MAINTENANCE:**
 - 4.1 All maintenance shall be performed by factory trained personnel. Equipment shall be maintained in accordance with factory published specifications.
 - 4.2 For this contract, maintenance is defined as the service required to keep a multi-functional printer/copier/scanner running at performance levels equal to or greater than the performance specifications specifically stated for this contract. Maintenance is to include the service component and all parts. It shall also include, but not be limited to, one preventative maintenance service call (cleaning and inspections) during the summer months between the last day of school in June and August 15th of each year.
 - 4.3 **SERVICE RESPONSE:** Contractor will respond to end user needs within four (4) working hours of notification that unit is inoperable. For this contract, response time is defined as the allowed time for service personnel to arrive at the school location after notification by customer. Continued instances of late responses may lead to corrective action. Spokane Public School sites are to notify the Purchasing department of late responses by calling Pam Tatosky at 354-7127 or by e-mailing her at pamt@spokaneschools.org.
 - 4.4 **MAINTENANCE CONTRACT PRICING AND CONTRACT TERM:** **Six year firm pricing with straight CPC (cost per copy) pricing with no minimums; this price includes all supplies (including staples and toner) and maintenance, excluding paper.** Spokane Public Schools will not be assessed a maintenance fee during the 90 day warranty period referenced below. Upon expiration of the initial six year maintenance term, ending 8/31/2021, the agreement may be renewed annually for one (1) year periods, unless either party provides a thirty (30) day written notice of non-renewal prior to the end of each contract year (August 31). Any rate increase at the end of the six year firm pricing period, and each year thereafter, shall not exceed five percent (5%) over the previous year's maintenance rate.

- 4.5 **REPORTS:** Quarterly usage and maintenance reports shall be sent to Pam Tatosky for review not later than ten (10) working days after quarter end.
- 4.6 **INVOICES:** Usage invoicing will occur monthly. All invoices must contain the following information:
- Separate invoices for each piece of equipment must note the location, serial number, purchase order number, last meter reading, current meter reading, amount of copies made that billing period as well as the cost per copy.
5. **GUARANTEED CPC PRICING:** Contractor must guarantee firm pricing for the entire contract term (six years) even if the company sells to a different business during the term of this contract.
6. **WARRANTY:**
- 6.1 Contractor will submit a copy of warranty with items delivered under this contract. Unless otherwise specified, full parts and labor warranty period shall be a period of ninety (90) days after receipt of materials and equipment by Spokane Public Schools. During the warranty period all required copier supplies (except paper) are to be provided at no charge.
- 6.2 **NEWLY INSTALLED MULTI-FUNCTIONAL PRINTER/COPIER/SCANNER PERFORMANCE:** Spokane Public Schools will evaluate performance of newly installed equipment for a ninety (90) day period after installation. If the machine's performance is unacceptable to the district, Contractor agrees to provide a replacement machine at no additional cost to Spokane Public Schools. During this 90 day warranty, Spokane Public Schools will not be assessed a CPC fee.
7. **CERTIFIED TECHNICIAN:** Contractor must have a certified factory trained hardware and software technician(s) on staff full time. If this is not a single person, the hardware technician must be located in the Spokane area; the software technician must be available regionally. Contractor shall provide a contact for software programming set-up and software operational support available at no additional charge to Spokane Public Schools. All firmware upgrades and software patches will be supplied to the district when available at no additional charge.
8. **ADDITIONAL CHARGES:** There will be no additional charges for shipping, installation, training and/or networking of any equipment, including, but not limited to fuel surcharges or environmental impact fees.
9. **REASSIGNMENT OF CONTRACT:** This Agreement shall not be transferable or assignable to an heir, executor, administrator, successor or other any other assign without the prior written consent of the authorized representatives of SPS. In no event shall Vendor enter into a sublease agreement with another party or entity.

10. LOANERS:

- 10.1 TRANSPORTATION: All transportation, delivery, installation or removal charges of loaner equipment will be borne by the Contractor.

10.2 REPAIR:

- 10.2.1 A multi-functional printer/copier/scanner under maintenance agreement which is non-operational and cannot be repaired within two (2) working days of notification that service is required, will be replaced with a loaner unit until repairs are completed. Loaner equipment does not have to be the same model, but must perform the same functions as the equipment being repaired. This requirement can only be waived by the Spokane Public Schools Purchasing department.
- 10.2.2 For any multi-functional printer/copier/scanner that has lost key functionality (i.e., duplex ability, networking, clear copies, finishing features, etc.) Spokane Public Schools will not be billed for any CPC charges from the time of reported problem until there is resolution and the district will be credited an average CPC for any down time until machine resumes full functionality. The cost of all service and maintenance copies run by Contractor's technician(s) shall be borne by the Contractor.
- 10.2.3 In the case of units needing repair, but which are still partially operable, requirements and arrangements for loaner equipment will be made between Contractor and Purchasing department.

11. NEW EQUIPMENT: If requested equipment cannot be supplied within the specified delivery time, substitute equipment of equal or greater performance capabilities must be temporarily installed pending the installation of the requested new equipment. Back-up equipment (loaned on a temporary basis while the malfunctioning unit(s) is repaired) will be required after a loss of functionality for two (2) days.

12. UNACCEPTABLE EQUIPMENT PERFORMANCE (FAILURE): Any multi-functional printer/copier/scanner which develops a trend of requiring an excessive number of service calls shall be reported by the using district site to the Contractor and Purchasing Department for review and possible replacement.

12.1 If the contractor feels excessive services calls are the result of operator error and not equipment, their position must be documented and supplied to the Purchasing Department for review, evaluation and correction if required.

12.2 All cases of replacement multi-functional printer/copier/scanners will be like-for-like equipment except when contractor has substituted new equipment as provided for in this contract.

13. INSURANCE: For the duration of this Contract, the parties shall maintain in force at their own expense insurance, or shall participate in self-insurance risk management pool, as follows:

13.1 Worker's Compensation Insurance in compliance with RCW Title 51.

- 13.2 A standard General Comprehensive Liability insurance policy with a combined single limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage; such policy shall include contractual liability coverage for the indemnification promises elsewhere set forth in this Contract. In lieu of such a standard General Comprehensive Liability insurance policy, a party may participate in a self-insured risk management pool (SIRMP) providing that party bodily injury and property damage liability protection of a scope equivalent to such a standard General Comprehensive Liability insurance policy, with a combined single limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage; such SIRMP protection shall include contractual liability coverage for the indemnification promises elsewhere set forth in this Contract.
- 13.3 A standard Automobile Liability insurance policy with a combined single limit or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles. In lieu of such a standard Automobile Liability insurance policy, a party may participate in a SIRMP providing that party automobile liability protection of a scope equivalent to such a standard automobile Liability insurance policy, with a combined single limit or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage; such SIRMP protection shall include protection for owned, hired, and non-owned vehicles.
- 13.4 There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverages or participation in a SIRMP required by this Contract, without (30) days written notice to the other party. Within 30 days of the effective date of this Contract, the other party shall provide acceptable certifications that the insurance policy or SIRMP protection required by this Contract is in effect. Such certification shall specify and include the aforementioned 30-day cancellation clause of this Contract.
14. INDEMNIFICATION: Each party to this Contract is responsible for its own acts and omissions and the acts or omissions of its officers, employees, and agents. Each Party agrees to defend, indemnify, and hold the other Party harmless from and against any claim, demand, suit, or cause of action, (hereafter claim, that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Contract. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party shall not be required to indemnify the other party for that party's own proportionate share of fault. Attorney fees and litigation expenses incurred by a Party in successfully enforcing the indemnification provisions of this paragraph shall be paid to the Party against whom the provision was enforced.

In the event an underlying claim that otherwise falls within the defense, indemnification, and hold harmless obligations of this Contract is asserted by an employee of a party, that employer/party hereby knowingly and specifically

agrees to waive any RCW Title 51 worker's compensation immunity defenses that otherwise might have been available to it to avoid indemnification; and the parties both hereby acknowledge that, by their authorized signatures below, this waiver of RCW Title 51 immunity has been mutually negotiated.

15. FUNDING CAVEAT: Spokane Public Schools warrants that it has funds available to pay maintenance until the end of its current appropriation period. In the event its legislative body or funding authority does not appropriate future funds, upon 30 days advanced written notice to Contractor, or upon the exhaustion of the funding authorized for the current appropriation period, whichever is later, Spokane Public Schools will be released of its obligation to make maintenance payments thereafter.
16. MANDATORY DISPUTE RESOLUTION PROCEDURE: In the event that a dispute shall arise regarding the terms, conditions, or breach of any Contract entered into as a result of any purchase of copiers, both parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agree upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

Any controversy or claim arising out of or relation to this Contract, or the breach hereof, shall be settle by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of the arbitration fees, the arbitrator and the facility for the arbitration shall be borne equally by each party. Each party shall otherwise pay its own expenses. Notwithstanding the above, if either party precludes the other from performing under this Contract, the party that precludes the other from performance shall be prohibited from seeking or maintaining any action, claim or demand under or pertaining to this Contract, including a demand for arbitration and the other party shall be discharged from any further contractual duty under this Contract.

17. ATTORNEY'S FEES AND COSTS: In the event legal action becomes necessary to enforce or interpret the terms of this Contract, the parties shall be required to mediate their dispute(s) prior to legal action being commenced. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such appeal(s), and determined by the court(s). The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term "action" shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.
18. GOVERNING LAW/VENUE: The terms of this Contract shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Contract, the venue of such action shall be in Spokane County, Washington.

19. EFFECTIVE DATE OF MAINTENANCE CONTRACT: The date of equipment installation through August 14, 2016, upon receipt of a district purchase order. It is the district's intent to issue a purchase order not later than July 31, 2015. There will be five one-year renewal options at the district's discretion. Cost per Copy shall remain firm through August 31, 2021.
20. By responding to this Request for Information, vendor agrees to all terms and conditions set forth in this document, and understands that this is neither a formal bid nor Request for Proposal process. It is the District's intent to access an existing contract meeting all procurement requirements as set forth in RCW 28A.335.190 for the purchase of equipment the committee determines best meets district needs.

REQUEST FOR INFORMATION CHECKLIST

With your submission, please include the following in the order listed:

- ___ 1. Your firm's suggested multi-functional printer/copier/scanner models using the required functionality listed in paragraph 2.
- ___ 2. Pricing for suggested models which should also include any additional costs such as specialty surge protectors.
- ___ 3. List of existing contracts already awarded to your firm (i.e. Washington State Contract, KCDA Contract, etc.) (paragraph 2.2).
- ___ 4. Trade-in value (if any) for equipment currently owned by the district (paragraph 2.3).
- ___ 5. Cost per copy for maintenance and supplies as outlined in paragraph 4.
- ___ 6. Example of usage billing (paragraph 4.6).
- ___ 7. Example of quarterly usage report to be supplied to the district (paragraph 4.5).
- ___ 8. Name and qualifications of maintenance/repair technicians who will be assigned to the district (paragraph 4.1)
- ___ 9. Name and qualifications of network technician who will be assigned to the district (paragraph 7).
- ___ 10. For each proposed model, a copy of the manufacture's product sheet showing the functionality of the equipment and the electrical/network requirements, including a diagram of the electrical plug of each model proposed. Also include each complete unit's required floor space footprint.
- ___ 11. Provide a list of three (3) local references. These references should be firms using the same varieties of functions (see Paragraph 2 for list of required functions) and quantity usage (see Attachment A for current district usage) as the district. Include the firm name, contact name and phone number.
- ___ 12. I agree to all terms and conditions identified in the RFI.
(initial)
- ___ 13. I agree to all terms and conditions identified in the RFI with the following exceptions (please list in detail):
(initial)
