

MULTIFUNCITONAL DEVICES

Request for Proposals for the Central Region

Centre · Clinton · Columbia · Lycoming · Mifflin · Montour · Northumberland · Snyder · Union

Issue Date: December 20, 2021 Submission Deadline: January 28, 2022

The enclosed specifications may be modified as required per the United States Department of Labor, the Pennsylvania Department of Labor and Industry, the PA Department of Human Services, the Advance Central PA Workforce Development Board or Local Elected Officials Board without prior notice to Proposers.

Section 1: General Information

A. Purpose

Central Pennsylvania Workforce Development Corporation, doing business as Advance Central PA has released this Request for Proposal (RFP) for the lease and maintenance of seven (7) Multifunctional Devices (MFD) for use in PA CareerLink® Offices in Bellefonte, Lock Haven, Bloomsburg, Williamsport and Sunbury and for the lease and maintenance of two (2) Multifunctional Devices (MFD) for use in the Advance Central PA office in Lewisburg. Respondents may offer equipment and service to one or more locations.

Advance Central PA, a 501(c)3 non-profit organization, is the local Workforce Development Board (WDB) for the Central Pennsylvania Region, which includes the counties of Centre, Clinton, Columbia, Lycoming, Mifflin, Montour, Northumberland, Snyder and Union. Advance Central PA receives state and federal funding to oversee PA CareerLink® offices and is responsible for the procurement of Multifunctional Devices on their behalf.

B. Who May Respond

The Respondents may be any vendor that can provide office machines, equipment, and maintenance and is licensed to do business in Pennsylvania.

C. Instructions for Proposal Submission

1. Timeline

| RFP Released: | December 20, 2021 |
|---|-------------------------------------|
| (Available at www.AdvanceCentralPA.org) | |
| Questions Submitted by: | January 24, 2022 |
| Proposals Due by: | 4:00 p.m. January 28, 2022 |
| Recommendation to Advance Central PA | February 11, 2022 |
| Executive Committee: | |
| Notification on Status of Proposals: | February 14, 2022 |
| Funds Available: | Based on Lease with Selected Vendor |
| Delivery and Installation by: | May 30, 2022 |

The proposal submission date is a firm date unless changed by Advance Central PA with the proper notification. All other specified dates are estimated and may change or be extended without notification.

1. Technical Assistance

Technical Assistance will be provided through a written question and answer format. Applicants will be given an opportunity to identify specific questions and submit them in writing to Advance Central PA via email only. Questions must be emailed to:

Brooke Gessner, Finance Manager: bgessner@AdvanceCentralPA.org.

Answers to submitted questions will be posted on www.AdvanceCentralPA.org within 4 business days of receipt. Consistent with strict procurement policies, Advance Central PA will provide no technical or program assistance to individual proposers.

Advance Central PA reserves the right to decline a response to any questions if, in Advance Central PA's assessment, the information cannot be obtained and shared with all potential bidders in a timely manner.

2. Conditions of Proposal

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Vendor and will not be reimbursed.

3. Proposal Submission

Inquiries and proposals should be submitted via email to: bgessner@AdvanceCentralPA.org with the following subject line: **Multifunctional Devices Proposal.**

It is the responsibility of the Vendor to ensure that the proposal is received by Advance Central PA by the date and time specified above.

Please use the RFP Response Outline attached to this RFP.

Late submissions will not be considered.

4. Small, Local and/or Minority-Owned Businesses

Efforts will be made by Advance Central PA to utilize small, locally owned businesses and minority-owned businesses.

A Vendor qualifies as a small business firm, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201), by having average annual receipts for the last three fiscal years of less than six million dollars.

Section 2: Specification Schedule

A. Scope

The purpose of the RFP is to gather enough information to determine the degree to which the Vendor's products and services meet the functional and technical needs of PA CareerLink® offices in Bellefonte, Lock Haven, Bloomsburg, Williamsport and Sunbury and the Advance Central PA office in Lewisburg and to assess the value and cost of each proposal. See **Attachment A** for a list of current equipment. The Equipment and Vendor Qualification form included in **Attachment B** includes each of the specifications listed below and should be used when submitting your proposal.

While it is preferred that the selected Vendor be capable of providing reliable services for each of the designated locations, Advance Central PA will consider proposals for all or some vendor selected locations.

1. Unit Quantity

The number of machines needed, per PA CareerLink® office, is as follows:

- Bellefonte One (1)
- Lock Haven One (1)

- Bloomsburg One (1)
- Williamsport Two (2)
- Sunbury Two (2)

The number of machines needed at Advance Central PA is as follows:

Lewisburg – Two (2)

B. Required Features of Multifunctional Devices to be considered:

- 1. Functions as a copier, printer and scanner and has the potential to perform faxing.
- 2. Produces prints of high quality on various weights and sizes of paper (i.e., letter, legal and ledger), normally used in an office environment.
- 3. Has the durability to withstand daily use of producing 1,000 to 5,000 copies per day.
- 4. Networked and able to support up to 25 networked printer users with individual PIN codes and/or mailbox secured access for printing.
- 5. Minimum 500 sheet capacity, with option to increase to 1500 sheet capacity.
- 6. Minimum of forty (40) pages per minute speed.
- 7. Document enlargement and reduction.
- 8. Multi position stapler.
- 9. Capable of duplexing.
- 10. Equipped with an automatic document feeder.
- 11. Must meet the current requirements of EPA Energy Star Guidelines.
- 12. Black and white printing and/or color printing
- 13. Advance Central PA would like to receive options for both black and white printing and color printing.

Each vendor shall outline a method to examine volumes for each device to verify the proper equipment is in place and is used properly. Vendors must outline a method to replace under or over-utilized equipment with a Multifunctional Device of lesser/greater speed and/or capacity. This must be accomplished without extending the equipment lease and/or maintenance agreement beyond the original term; with both parties agreeing to proposed monthly fees prior to replacement of equipment.

C. Requirements for Installation and Training

The Vendor shall provide sufficient initial training to adequately instruct personnel in the use of the equipment. A manual(s) containing operating and service instructions for the equipment shall be delivered with each unit. Necessary warnings and safety precautions should be included.

All prices must include installation of equipment, consumable supplies and training. All awarded prices shall remain firm for the duration of the contract.

D. Requirements for Lease and Maintenance Agreement

1. Lease Term

Advance Central PA requests a preferred lease agreement of three (3) years, but will consider a maximum of five (5) years.

Preference will be given to Lease Agreement(s) that do not include an automatic annual rate increase for the term of the agreement.

To facilitate end-of-term fair market value (FMV) pricing, coordinate delivery and installation of new equipment and/or complete other related end-of-term business, the contract may be extended on a month-to-month basis until all arrangements are finalized in writing and/or replacement equipment is delivered. The equipment lease and maintenance pricing of the original agreement will remain in effect during the month-to-month extension period.

2. Maintenance Agreement

Vendor shall provide maintenance, including preventative maintenance, for all Multifunctional Devices for the length of the Lease Agreement. The cost for such service shall be included in the quoted monthly lease prices or specified in a separate contract.

Vendor will provide preventative service based on the manufacturer's recommended schedule.

Vendor will provide on-call service, including replacement of all unserviceable parts.

Response for service repair calls shall be same day, and should be performed during normal working hours, 8:00A.M. to 4:00P.M., Monday through Friday.

All maintenance is to be performed by qualified technicians and accomplished within a reasonable response time.

The vendor shall maintain a minimum average rate of 95% uptime per Multifunctional Device per calendar quarter. The average uptime rate is based upon the number of business days per calendar quarter, excluding recognized holidays.

Poor performing and/or problematic units will be replaced with new similar equipment repaired to manufacturer's specifications and/or repaired to the Advance Central PA's satisfaction.

3. Consumables

Leases are to include all parts and consumables, except paper and staples, to maintain operation.

4. Inclusion of Termination Clause for Loss of Funding

Advance Central PA receives funding under the Workforce Innovation and Opportunity Act of 2014. This funding consists of, and includes, Department of Labor and Industry funding from Title I including Dislocated Worker, Adult, and Youth. Additionally, Advance Central PA receives Department of Human Services funding. Advance Central PA shall have the right to terminate any and all Multifunctional Device lease agreement(s) if Advance Central PA incurs a loss of funding from the government in excess of ten percent of the total dollar amount of the funds provided by any of the above referenced sources, in the fiscal year ended June 30, 2021 to Advance Central PA, for the fiscal year ended June 30, 2022, or any subsequent fiscal year. This termination right commences in fiscal year 2022 (July 1, 2021 - June 30, 2022) and each subsequent fiscal year thereafter. If this type of termination becomes necessary, Advance Central PA shall provide a minimum of 60-days' notice to the vendor. Such

termination shall release Advance Central PA from any and all obligations under the lease agreement(s).

Priority will be given to Vendors who include a Funding Out clause in any lease agreement. A clause with this language, or a similar funding out clause, must be included in any lease agreement. Please include your acceptance of the above language, or proposed language, in your proposal. If unable to include a funding out clause, please explain why the clause cannot be included and provide year-to-year pricing based on the need for successive single year contracting.

5. Grounds for Lease Termination

The lease may be terminated for cause under any one of the following circumstances:

- Vendor fails to make delivery of goods or services as specified in the contract.
- Vendor fails to perform any of the provisions of the contract.
- Equipment fails to perform as represented by the vendor.

If termination should occur, the Vendor shall refund, in full, any unused portion of the prepaid lease payment beginning on the effective date of the termination.

6. Tax Exemption

Advance Central PA is exempt from taxes (i.e., sales tax) on any equipment. Lease agreement should reflect applicable tax-exemption.

E. Price

In consideration for performing all the requirements contained herein, the total proposed price will be reviewed on its competitiveness with other vendors. Price details should be specific and include all monthly service fees, cost per copy overage fees (if applicable), equipment delivery and ship back fees and all other applicable charges for the length of the lease.

Advance Central PA does not guarantee any specific monthly print volumes/copies for the length of the lease. If necessary, maintenance agreement pricing, copy allowance and/or overage limits may be amended accordingly.

F. Warranty

The proposal must include a statement confirming the manufacturer's product warranty period and terms, as well as any applicable vendor provided warranty and/or service plan.

G. Certifications

The Vendor must sign and include as an attachment to its proposal the Certifications enclosed with this RFP.

Section 3: Proposal Submission and Evaluation

A. Submission of Proposals

All proposals shall include one (1) electronic copy of:

- 1. Equipment and Vendor's Qualifications (Attachment B);
- 2. Cost Qualification Form (Attachment C);

- 3. Sample Lease and Maintenance Agreement;
- 4. Sample Invoice;
- 5. Tax returns or income statements for last three (3) fiscal years if respondent is a small business:
- 6. Contact information for at least two (2) references for whom you perform similar services; and
- 7. A signed Certifications Statement (Attachment D).

These documents will become part of the contract.

The vendor may conduct an onsite assessment to facilitate the proposal; prior arrangements will need to be made by contacting Brooke Gessner at bgessner@AdvanceCentralPA.org. Person(s) conducting the assessment will need proper identification and must be an employee of the Vendor. The Vendor will assume all liability during the assessment.

B. Nonresponsive Proposals

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include the Certifications.

D. Review Process

Advance Central PA may, at its discretion, request presentations by or meetings with any or all Vendors, to clarify or negotiate modifications to the Vendor's proposals.

However, Advance Central PA reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

Advance Central PA contemplates award of the contract to the responsible Vendor with the highest total points.

E. Criteria to be Evaluated

The following criteria on proposals will be used to select the Vendor:

- Competitive pricing per unit.
- Funding Out Clause provided in terms of the contract.
- Extent to which the goods and services meet Advance Central PA's needs.
- Simplified system upgrades.
- Enhanced system performance.
- Equipment meeting industry standards.
- Serviceability and reliability.
- Expected quality of customer service.

Simplified billing process.

Advance Central PA will enter into a lease agreement(s) upon selection of the vendor based on the review of proposals. The primary assessment of products and services will be based on the response to this RFP and, if requested, on the vendor's product demonstrations.

Section 4: Other Terms and Conditions

A. Allowable Expenditures

Funds that may be available for this solicitation must be expended on services related directly to the project outlined in this RFP. All costs associated with response development and travel will be incurred by the Vendor making the proposal.

B. Availability of Funds

This RFP is being solicited based on available funds.

C. Disclosure of Proposal Contents

All materials submitted with the Proposal and the Proposal itself become the property of Advance Central PA and will not be returned. Advance Central PA reserves the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

D. Confidentiality/ Right To Know Law

Advance Central PA must comply with Pennsylvania's Right-To-Know Law, Act 3 of 2008, effective January 1, 2009, and may be requested and required to release information from proposals received in response to this RFP.

E. Acceptance/ Rejection of Proposals

Advance Central PA reserves the right to accept or reject any or all proposals, in whole or in part, received as a result of this request or to negotiate separately with competing respondents.

F. Response on Action Taken Regarding Proposal

All proposals submitted will receive a response as to the action taken by Advance Central PA. Respondents may request a briefing on the action taken on the proposal.

G. Disclaimer

The submission of a proposal to Advance Central PA does not assure or imply an award of a contract to the vendor submitting the proposal. A contract for the accepted proposal will be based upon the factors described in this RFP. Advance Central PA reserves the right to cancel or amend any part of this application package for whatever reason.

ATTACHMENT A: CURRENT EQUIPMENT LIST BY LOCATION

| Brand | Model | Current Estimated Monthly | Location | Current Type |
|-------|---------|---------------------------------|--------------|-----------------|
| SHARP | MXM453N | 5,600 | Bellefonte | Black and White |
| SHARP | MXM453N | 6,500 | Lock Haven | Black and White |
| SHARP | MXM453N | 11,200 | Sunbury | Black and White |
| SHARP | MXM453N | 12,500 | Sunbury | Black and White |
| SHARP | MXM453N | 11,700 | Bloomsburg | Black and White |
| SHARP | MXM453N | 2,100 | Lewisburg | Black and White |
| SHARP | MXM453N | 20,600 | Williamsport | Black and White |
| SHARP | MXM453N | 12,300 | Williamsport | Black and White |
| SHARP | MX4110N | 5,000 | Lewisburg | Color |

ATTACHMENT B: RFP RESPONSE OUTLINE

Please use this format as the outline for your RFP response.

EQUIPMENT AND VENDOR QUALIFICATIONS FORM

The Offeror, in its proposal, shall, at a minimum address the following technical qualifications:

| | Parameters | Requirement | |
|-----|--|--|--|
| Re | quired features of MFD: | Please identify the proposed manufacturer and | |
| | Functions as a copier, printer and scanner and have the potential to perform faxing. | equipment model and describe the features of the proposed models and their capability to meet describe exceed each of the parameters. Please attack manufacturer spec sheets and test reports applicable. Please provide an option that prints black an | |
| 2. | Produces prints of high quality on various weights and sizes of paper (i.e., letter, legal and ledger), normally used in an office | | |
| | environment. | white and an option that prints color. | |
| 3. | Has the durability to withstand daily use of producing 1,000 to 5,000 copies per day. | Identify whether or not faxing is an optional feature and delineate all functions of this feature, including | |
| 4. | Networked and able to support up to 25 networked printer users with individual security codes for printing. | a description of its operation (i.e. fax board, fax driver, etc.). If optional, identify all and technical requirements necessary to the operation of this feature. | |
| 5. | Minimum 500 sheet capacity, with option to increase to 1500 sheet capacity. | | |
| 6. | Minimum of forty (40) pages per minute speed. | | |
| 7. | Document enlargement and reduction. | | |
| 8. | Multi position stapler. | | |
| 9. | Capable of duplexing. | | |
| 10. | Equipped with an automatic document feeder. | | |
| 11. | Must meet the current requirements of EPA Energy Star Guidelines. | | |
| 12. | One option that prints color and one option that prints black and white | | |
| Lo | cations/ Number of Units: | Identify each of the locations your company is able | |
| 13. | Number of MFDs included in proposal for each location: | to serve which are included in this proposal. | |
| | a. Bellefonte (1) | | |
| | b. Lock Haven (1) | | |
| | c. Bloomsburg (1) | | |
| | d. Williamsport (2) | | |

- e. Sunbury (2)
- f. Lewisburg (2)

Installation and Training

The Vendor shall provide sufficient initial training to adequately instruct personnel in the use of the equipment. A manual or manuals containing operating and service instructions for the equipment shall be delivered with each unit. Necessary warnings and safety precautions should be included.

Provide a sample implementation/delivery plan for equipment and training. Explain the initial personnel training process and how this training will be delivered to multiple locations. Also specify that an operating and service manual will be delivered with each unit.

All prices must include installation of equipment, consumable supplies and training. All awarded prices shall remain firm for the duration of the contract.

Lease Term

Advance Central PA requests a preferred lease agreement of three (3) years, but will consider a maximum of five (5) years.

Preference will be given to Lease Agreement(s) that do not include an automatic annual rate increase for the term of the agreement.

Priority will be given to Vendors who include a Funding Out clause in any lease agreement. Please include your acceptance of the above language or proposed language.

Describe the lease term included in the proposal.

Please include your acceptance of the requested Funding Out Clause. If such a clause cannot be included in a lease agreement, please explain why the clause cannot be included.

Monitoring and Replacement

Outline a method to examine volumes for each device to verify the proper equipment is in place and is used properly; and a plan to replace under or over-utilized equipment with a device of lesser/greater speed and/or capacity. This must be accomplished without extending the equipment lease and/or maintenance agreement beyond the original term; with both parties agreeing to proposed monthly fees prior to replacement of equipment.

Required Terms of Maintenance Identify your acceptance of the required terms of the maintenance agreement. Include a sample Agreement maintenance agreement with the proposal. Also, 16. Vendor shall provide identify any maintenance services maintenance, including differentiate your organization from competitors preventative maintenance, for all (i.e. technician's ability to search for parts Multifunctional Device for the availability while on site). length of the Lease Agreement. The cost for such service shall be included in the quoted monthly lease prices, or specified in a separate contract. 17. Vendor will provide preventative service based on the manufacturer's recommended schedule. 18. Vendor will provide on-call service, including replacement of all unserviceable parts. 19. Response for service repair calls shall be same day, and should be performed during normal working hours, 8:00A.M. to 5:00P.M., Monday through Friday. 20. All maintenance is to be performed by qualified technicians and accomplished within a reasonable response time. Describe your payment terms including the Invoicing following: • Ability to separate billing by site, even if on the same bill Grace period Late charge assessments Describe your process for submitting the following: **Account Management** • Service requests Meter reads Supplies orders Describe and attach any other information not Other requested elsewhere that is pertinent to your proposal.

ATTACHMENT C: Cost Qualification FORM

Please submit a separate Cost Qualification form for the color option and black and white option. Multiple sites may be listed on the same Cost Qualification Form if the recommended model is the same, but the costs listed should be for one (1) model.

| Lease Start and End Dates | |
|---|--|
| Make and Model of Proposed Equipment | |
| Location(s) Proposed | |
| Total Monthly Equipment Lease Cost | |
| Detail what in included in the lease (e.g. Image allowance, Maintenance, etc.). Please include any supply costs beyond paper and staples. If faxing is an optional feature, please identify all costs (i.e. equipment, software, installation, etc.). | |
| Image Overage Fee | |
| Detail cost per image and invoice cycle for overages (e.g. monthly, quarterly, or annually). | |
| Lease Payment Dates and Schedule | |
| Specify any escalation fee schedule increases or other provisions that would affect the payment structure during the lease terms. | |
| Deposits Required | |
| Advance Central PA does not anticipate paying any security deposits. | |
| Other Expenses or Fees Not Previously Discussed | |
| (e.g., cost to return equipment at lease end, relocation fees, etc.) | |
| Renewal Options | |
| Does lease agreement automatically renew at lease end? What is the notice period? | |
| Other Lease Provisions | |
| Contact Person: | |
| Please specify name, mailing address, telephone and email address. Identify preferred method of contact. | |

ATTACHMENT D: Certifications

On behalf of the Vendor:

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Vendor.
- B. The individual signing certifies that the Vendor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Vendor.
- C. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation communication, or agreement, for the purpose of restricting competition.
- D. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Vendor prior to an award to any other Vendor or potential Vendor.
- E. The individual signing certifies that there has been no attempt by the Vendor to discourage any potential Vendor from submitting a proposal.
- F. The individual signing certifies that he/she has read and understands all of the information in the Request for Proposal, and will comply with all the terms and conditions set forth in this Request for Proposal.

RESPONDENT CERTIFICATION SIGNATURES

ALITHORIZED AGENT OF THE VENDOR

The Authorized Agent of the Vendor is the Vendor's Representative authorized to sign contracts, and contract modifications on behalf of the employer. Name the Vendor's Authorized Agent below.

| AUTHORIZED AGENT OF THE VENDOR | | | | |
|--|-------|--|--|--|
| Typed Name | Title | | | |
| Signature | Date | | | |
| WITNESS OF THE AUTHORIZED AGENT OF THE VENDOR The above named is the Authorized Agent of the Vendor. | | | | |
| Typed Name | Title | | | |
| Signature | Date | | | |

RESPONDENT CERTIFICATION SIGNATURES

Vendor's Firm Name

I, _____ certify that I am the _____ of the (corporation) (committee) (commission) (partnership) (association) (proprietorship) named as respondent herein; that _____ who signed this contract on behalf of the respondent is the _____ for the said (corporation) (committee) (commission) (partnership) (association) (proprietorship); that said proposal was duly submitted for and on behalf of said organization by authority of its governing body and is within the scope of its (corporation) (committee) (commission) (partnership) (association) (proprietorship) powers. Signature of Respondent Signature of Vendor's Representative Dated this ______, 20___. When the respondent is an individual owner, the signature shall be witnessed by two other persons. (Witness) (Witness)