## ESSEX REGIONAL RETIREMENT SYSTEM

491 Maple Street, Suite 202, Danvers MA 01923 978-739-9151 telephone

Charles E. Kostro Executive Director Board Members: Ira S. Singer Kevin A. Merz Susan J. Yaskell H. Joseph Maney, Chair Vincent R. Malgeri

## REQUEST FOR QUOTES OFFICE COPIER

**PURCHASE DESCRIPTION AND CONTRACT TERMS:** The Essex Regional Retirement System (ERRS) is issuing this Request for Quotes (RFQ) for a new office copier. Interested bidders should submit their response to the RFQ using the Bid Price Form included in this RFQ. Interested bidders may also submit any supporting documentation with their price proposal, provided that such supporting documentation not exceed fifteen (15) pages.

All responses to this RFQ are due on or before 4:00 p.m. Eastern time, on February 13, 2013. Proposals should be directed to the following address:

Katherine Carleton Executive Assistant Essex Regional Retirement System 491 Maple Street, Suite 202 Danvers, MA 01923

Proposals may also be faxed to the address above at (978) 750-0745 or emailed to <a href="mailto:kcarleton@essexrrs.org">kcarleton@essexrrs.org</a>.

In addition to the Bid Price Form and supporting documentation, interested bidders should also submit a completed Certificate of Non-Collusion, which is attached to this RFQ.

Any lease or contract agreed to pursuant to this RFQ will be for thirty-six (36) months and will commence on March 31, 2013 and will terminate on March 30, 2016. Any lease proposed by the selected bidder will be subject to review by ERRS and include additional terms and conditions as determined necessary.

By submitting a bid in response to this RFP, bidders agree to deliver the copier as described in the proposal on or before March 31, 2013.

Any proposal submitted in response to this RFQ must include twelve (12) months free warranty service on all parts and labor.

By submitting a proposal in response to this RFP, bidders agree to the following terms relative to the termination of any lease agreed to subsequent to an award pursuant to this

RFQ. Any lease agreement between the selected bidder and ERRS may be terminated at any time without cause by either party upon at least sixty (60) days written notice to the other, effective as of the date set forth in such notice. The Board of ERRS (Board) may, by written notice of default to the selected bidder, terminate the lease agreement for cause if the selected bidder fails to perform the services in a timely and professional fashion and if the selected bidder does not cure such failure within a period of thirty (30) days after receipt of notice from the Executive Director of ERRS specifying such failure. The selected bidder shall not be in default if any such failure to perform or make progress arises out of causes beyond the control and without the fault or negligence of the selected bidder. In the event of such termination, the Board may, but need not, procure, upon such terms and in such manner as it shall deem appropriate, services similar to those so terminated without prejudice to any other rights and remedies for default the Board may have. In such instance, the selected bidder shall be liable to the Board for any excess costs for such similar services.

Any termination of the lease agreement shall be without payment of any penalty by ERRS. A pro rata determination of fees, if appropriate, will be made for any period in which the lease agreement has been terminated.

In the event of termination, the selected bidder shall not be relieved of any liability to ERRS for injury or damages sustained by ERRS by virtue of any breach of the lease agreement by the selected bidder. In the event of termination, ERRS may withhold payments for the purpose of set-off until such time as the exact amount of damages due to ERRS from the selected bidder is determined.

**QUALITY REQUIREMENTS:** The following minimum quality requirements and specifications must be met in order for any proposal in response to this RFQ to be considered.

The selected copier must:

- include the option for color copying and printing;
- be able to scan documents to email, folder, URL or USB;
- copy a minimum of 45 ppm/color and 50 ppm/black and white;
- include a stapler/finisher function;
- be able to highlight, cross out or redact selected text or other personal or confidential;
- contain a security encryption option;
- have the capability to print from all ERRS workstations.

Other features may be offered by bidders, but the minimum requirements listed above must be met or the proposal will be disqualified.

## **BID PRICE FORM**

Interested bidders must submit their price proposal using this form. Please provide the monthly fee to be charged in line 1 of the form. Provide the per page fee, if any, in line 2 of the form. The per page fee will be calculated assuming that 1,000 pages per month will be copied. The per page fee submitted by the bidder will be multiplied by 1,000 to arrive at the per page bid price, which will be listed in line 3.

The total bid price will be the monthly fee calculated by adding line 1 and line 3. Award will be made to the responsible and responsive bidder with the lowest total monthly fee as calculated in line 4. Bidders are responsible for completing lines 1 through 4 below. Mistakes in calculating the bid price may be corrected after the bid is received, but bid prices may not be changed after the date for submission of the bids. Bidders may withdraw their bid any time prior to the date for submission of the bids.

1.	Monthly Fee:	\$
2.	Per Copy Charge: \$	
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3.	Total Monthly Copy Charge (line 2 x 1,000):	\$
4.	Total Monthly Bid Price (line 1 + line 3)	\$

All prices must remain valid for a minimum of forty-five (45) days from the date that bids are due. Prices may remain valid beyond forty-five (45) days by mutual agreement of the bidder and ERRS.

No price escalation charges are permitted and all prices shall remain in effect for the duration of the lease agreement unless changed by mutual agreement of the bidder and ERRS.

Award will be to the responsible and responsive bidder with the lowest total monthly fee as calculated in line 4. No award is final until a recommendation for award is made by the Executive Director and approved by the Board.

## **CERTIFICATE OF NON-COLLUSION**

A person submitting a proposal for the procurement or disposal of services to a retirement board shall certify in writing on the proposal as follows:

The undersigned certifies under the pains and penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean a natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Essex Regional Retirement System	_
Name of Retirement Board to Which Proposal is Being Submitted	
Copier	
Description of Services Being Proposed	
Description of Services Deing Proposed	
Services to be Provided From: March 31, 2013 To: March 30	, 2016
Name of Individual Submitting Proposal (Print or Type)	-
Signature of Individual Submitting Proposal	Date Signed
Title of Individual Submitting Proposal	-
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Business Name of Service Provider	_
Address of Service Provider:	-
Address of Service Provider.	
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Street Address	
City State Zip	<u>-</u>