

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR MULTI-FUNCTION PRINTERS FOR VARIOUS COUNTY OFFICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for multi-function printers have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

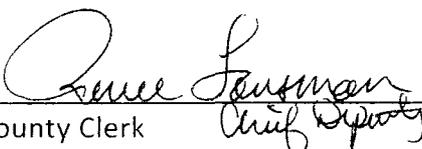
NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

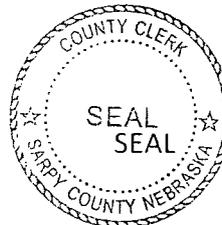
- (1) The lowest responsive bid for the lease and maintenance of multi-function printers for various County offices of JQ Office Equipment for speeds of 25-35 ppm, 40-50 ppm and Color 30-40 ppm in the amounts listed on the attached bid as submitted by JQ Office Equipment is accepted, ratified and confirmed.
- (2) The lowest responsive bid for the lease and maintenance of multi-function printers for various County offices of Progressive Business Technologies, Inc. For speeds of 55-65 ppm and 70-80 ppm in the amounts listed on the attached bid as submitted by Progressive Business Technologies, Inc. is accepted, ratified and confirmed.
- (3) The lowest responsive bid for the cash purchase and maintenance of multi-function printers for various County offices of Simplified Office Solutions for all speeds and color in the amounts listed on the attached bid as submitted by Simplified Office Solutions is accepted, ratified and confirmed.
- (4) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of November, 2012.


 Sarpy County Board Chairman

Attest:


 County Clerk



Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



<u>COMMISSIONERS</u>
Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

To: Sarpy County Board of Commissioners

From: Brian Hanson

Re: Award Bid - Multi-Function Printers (MFP)

On September 20, 2012, the Purchasing Department opened bids from six vendors for the lease and/or purchase of various speeds and functions of digital multi-function printers (MFP).

Vendors were requested to bid a base price for individual MFP's along with several options priced separately. In order to analyze the bids, the Purchasing Department configured units based on actual County purchases over the last three years. Maintenance Agreement pricing is also included in the analysis with the actual average copies per month used for each MFP. This analysis gave a more accurate overall cost using the options that the County is currently using.

Based on this analysis the Purchasing Department recommends that for LEASED MFP's the bid be awarded to JQ Office Equipment for speeds of 25-35 ppm, 40-50 ppm and the Color 30-40 ppm and to Progressive Business Technologies, Inc. for the speeds of 55-65 ppm and 70-80 ppm.

The Purchasing Department also recommends that for the CASH PURCHASED MFP'S the bid be awarded to Simplified Office Solutions for all speeds and color. These bids confirm what we have known for some time and that is we can achieve considerable savings by doing a cash purchase rather than a lease purchase. In the current fiscal year we did not budget for cash purchases of new MFP's in addition to our lease payments on existing machines. In the next few years, we hope to moderately increase the budget to accommodate cash purchases.

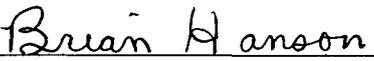
These bid awards will somewhat standardize our MFP's to two brands (Sharp and Kyocera), which aids the Information Systems Department and the training of employees.

There were two vendors, Solution One and Capital Business, in which some of their MFP's did not include the single pass duplexing automatic feeder option. This option has been included on almost all of our recent purchases and it also saves down-time

due to fewer moving parts. Therefore, it was determined that these MFP's would not fit the County's needs. The RFP required that all pricing be firm for the entire initial length of the contract (2 years) and OCE's pricing did not comply with this requirement.

I have placed this recommendation on the November 20, 2012 Board agenda for your consideration. Please feel free to contact me with any questions.

November 16, 2012



Brian Hanson

bh/dp

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Mark Walters
Lois Spethman

Sarpy County, Nebraska
MFP - Summarized Bid Analysis

For analysis purposes the Purchasing Department configured units based on actual County purchases over the last three years, including associated options. It also includes maintenance agreement costs with associated actual average copies per month used for each MFP. Actual bid award does not guarantee quantities used in this analysis.

MFP DESCRIPTION	JQ OFFICE		PROGRESSIVE		SIMPLIFIED	
	SINGLE		SINGLE		SINGLE	
	3-YEAR LEASE	PURCHASE	3-YEAR LEASE	PURCHASE	3-YEAR LEASE	PURCHASE
25-35 MULTI-FUNCTION PRINTER	\$ 164,420.63	\$ 148,070.99	\$ 183,128.26	\$ 156,308.38	\$ 188,539.92	\$ 147,668.36
40-50 MULTI-FUNCTION PRINTER	\$ 100,902.24	\$ 90,283.52	\$ 108,427.97	\$ 91,632.13	\$ 111,861.18	\$ 86,783.58
55-65 MULTI-FUNCTION PRINTER	\$ 15,073.83	\$ 13,379.99	\$ 9,747.22	\$ 8,265.50	\$ 10,157.58	\$ 7,902.06
70-80 MULTI-FUNCTION PRINTER	\$ 52,533.84	\$ 46,798.92	\$ 50,358.96	\$ 42,413.56	\$ 60,739.56	\$ 46,969.80
COLOR MULTI-FUNCTION PRINTER	\$ 100,007.35	\$ 91,783.75	\$ 100,858.07	\$ 88,560.19	\$ 102,684.53	\$ 83,692.69
GRAND TOTALS	\$ 432,937.88	\$ 390,317.16	\$ 452,520.47	\$ 387,179.75	\$ 473,982.77	\$ 373,016.49

Terms net 30 days or late fees waived	Yes	Yes	Yes
Single Invoice	Yes	Yes	Yes
Online invoices	No, but available on request	Yes	Yes
	Exceptions OK	Document fee \$75/each	Surge protector \$100/each
		Tax Admin fee \$12/each yearly	Document Fee \$75/each
		Will set up Master Lease to allow	Exceptions OK
		for additional MFP's to be added during	
		term of agreement	
		Exceptions OK-has add'l options	

MFP DESCRIPTION	OCE		SOLUTION ONE		CAPITAL BUSINESS	
	SINGLE		SINGLE		SINGLE	
	3-YEAR LEASE	PURCHASE	3-YEAR LEASE	PURCHASE	3-YEAR LEASE	PURCHASE
25-35 MULTI-FUNCTION PRINTER	\$ 138,424.20	\$ 120,951.64	\$ 150,990.35	\$ 120,746.22	\$ 209,748.82	\$ 162,234.03
40-50 MULTI-FUNCTION PRINTER	\$ 83,857.24	\$ 71,747.00	\$ 83,204.21	\$ 68,066.65	\$ 128,654.75	\$ 96,191.51
55-65 MULTI-FUNCTION PRINTER	\$ 12,176.32	\$ 10,134.72	\$ 10,905.68	\$ 8,816.60	\$ 13,453.83	\$ 9,802.59
70-80 MULTI-FUNCTION PRINTER	\$ 45,918.83	\$ 38,531.51	\$ 37,774.15	\$ 30,791.29	\$ 50,547.06	\$ 39,017.86
COLOR MULTI-FUNCTION PRINTER	\$ 97,618.57	\$ 85,833.09	\$ 104,638.46	\$ 87,648.06	\$ 108,806.80	\$ 83,417.80
GRAND TOTALS	\$ 377,995.17	\$ 327,197.97	\$ 387,512.86	\$ 316,068.83	\$ 511,211.25	\$ 390,663.78

Pricing not firm for length

Single pass duplexing

Single pass duplexing

The Purchasing Department has determined that the single pass duplexing automatic feeder saves significant down-time on MFP's due to fewer moving parts and is becoming the industry standard. The majority of the new machines being purchased by Sarpy County currently have this option.

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Simplified Office Solutions, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Digital Multi-Function Printers for the various County Departments,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for digital multi-function printers in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice(s) as specified to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Lois Spethman
Sarpy County Purchasing Department
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any

part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

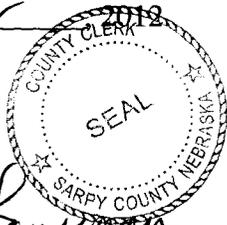
This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Simplified Office Solutions
6630 S. 118th Street
Omaha, NE 68137

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 26th day of

November



(Seal)
ATTEST:

Renee Lanson
Sarpy County Clerk Chief Deputy

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Russell W. H. 11-20-12
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Matt Rock
Deputy County Attorney

Vendor: Simplified Office Solutions, Inc.

By: MATT ROCK
Title: PRESIDENT

Attest:

Chris [Signature]
Witness

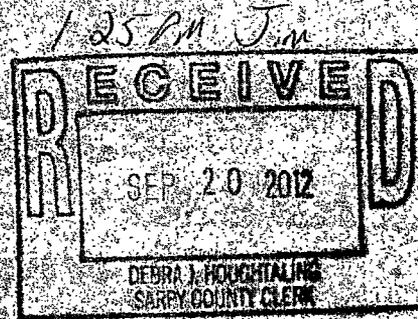
[Signature]



Office Solutions
6630 South 118th Street
Omaha, NE 68137

**Sealed Bid
Digital Multi-Function Printers**

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046



Vendor: Simplified Office Solutions

**SARPY COUNTY, NEBRASKA
DIGITAL MULTI-FUNCTION PRINTERS
BID FORM**

By submitting this bid, I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 Yes
Addendum #2 _____

Prices are to be F.O.B. - various locations within Sarpy County, Nebraska

Attachments: Manufacturer's Authorization or Certificate
Vendor Qualification-Required Information
Reference Spreadsheet
MFP Literature
Copies of Lease, Purchase & Maintenance Agreements
Technical Specification Responses
Exceptions/Clarifications Page(s)

Company Name: Simplified Office Solutions
Sales Representative: Alex Rock
Mailing Address: 6630 South 118th Street
Omaha, NE 68137
Telephone Number: (402) 935-7936
Cell Number: (402) 690-0287
Fax Number: (402) 935-4617
E-Mail Address: alex@simplifybest.com

SIGNATURE:



NOTE: Sarpy County is tax exempt and will provide the proper form upon request.

**SARPY COUNTY, NEBRASKA
MULTI-FUNCTION PRINTERS/COPIERS
BID FORM**

Vendor may submit proposals on more than one MFP, each proposed copier must be submitted on separate proposal form.

	25 to 35 PPM		40 to 50 PPM		55 to 65 PPM		70 to 80 PPM	
Make	Kyocera		Kyocera		Kyocera		Kyocera	
Model #	TASKalfa 3500i		TASKalfa 4500i		TASKalfa 5500i		TASKalfa 8000i	
	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase	Lease Per Month	Single Purchase
Base Equipment-as specified	\$ 134.28	\$ 3649.00	\$ 154.56	\$ 4200.00	\$ 181.83	\$ 4941.00	\$ 471.04	\$ 12800.00
OPTION - Faxing	\$ 25.50	\$ 693.00	\$ 25.50	\$ 693.00	\$ 25.50	\$ 693.00	\$ 25.50	\$ 693.00
OPTION - Full offset stacking & finishing	\$ 34.00	\$ 924.00	\$ 34.00	\$ 924.00	\$ 34.00	\$ 924.00	\$ 58.73	\$ 1596.00
OPTION - Single-pass duplexing automated document feeder	\$ 39.74	\$ 1080.00	\$ 39.74	\$ 1080.00	\$ 39.74	\$ 1080.00	Standard	Standard
OPTION - Color Scanning	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
OPTION - 3 Hole Punch	\$ 14.79	\$ 402.00	\$ 14.79	\$ 402.00	\$ 14.79	\$ 402.00	\$ 14.79	\$ 402.00
OPTION - Large capacity paper tray (2,000 sheets)	\$ 30.47	\$ 828.00	\$ 30.47	\$ 828.00	\$ 30.47	\$ 828.00	Standard	Standard
OPTION - PIN code and/or mailbox secured access access	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
OPTION - Programmable cost center/accounting meters	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Monthly Maintenance Cost w/ free copies	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Number of Free Copies per month	2000	2000	2000	2000	2000	2000	2000	2000
Black Overage priced per copy Billed monthly in arrears	\$ 0.005	\$ 0.005	\$ 0.005	\$ 0.005	\$ 0.005	\$ 0.005	\$ 0.005	\$ 0.005
Memory size	1 GB Standard - Upgradable to 2GB		1 GB Standard - Upgradable to 2GB		1 GB Standard - Upgradable to 2GB		2 GB	
Hard drive space	160 GB		160 GB		160 GB		320 GB	

**SARPY COUNTY, NEBRASKA
MULTI-FUNCTION PRINTERS/COPIERS
BID FORM**

Vendor may submit proposals on more than one MFP, each proposed copier must be submitted on separate proposal form.

COLOR - 30 to 40 PPM		
Make	Kyocera	
Model #	TASKalfa 3050ci	
	Lease Per Month	Single Purchase
Base Equipment-as specified	\$ 174.17	\$ 4733.00
OPTION - Faxing	\$ 25.50	\$ 693.00
OPTION - Full offset stacking & finishing	\$ 37.54	\$ 1020.00
OPTION - Single-pass duplexing automated document feeder	\$ 39.74	\$ 1080.00
OPTION - Color Scanning	Standard	Standard
OPTION - 3 Hole Punch	\$ 14.79	\$ 402.00
OPTION - Large capacity paper tray (2,000 sheets)	\$ 30.47	\$ 828.00
OPTION - PIN code and/or mailbox secured access access	Standard	Standard
OPTION - Programmable cost center/accounting meters	Standard	Standard
Monthly Maintenance Cost w/ free copies	\$ 14.00	\$ 14.00
Number of Free Copies per month	2000 Black Prints	2000 Black Prints
Black Overage priced per copy Billed monthly in arrears	\$0.007 Black / \$0.05 Color	
Memory size	2 GB	
Hard drive space	160 GB	

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. TASKalfa 3500i, 4500i, 5500i and 3050ci are priced without Document Feeder
2. TASKalfa 3500i, 4500i, 5500i and 3050ci are equipped with two 550 sheet adjustable trays and a bypass tray
3. Reversing Document Feeder for TASKalfa 3500i, 4500i, 5500i and 3050ci is \$851.00
4. Large Capacity Trays for all machines holds 3,000 letter sheets
5. Surge Protectors for each machine will be \$100.00
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

Exhibit A

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Simplified Office Solutions, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Digital Multi-Function Printers for the various County Departments,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for digital multi-function printers in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice(s) as specified to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Lois Spethman
Sarpy County Purchasing Department
1210 Golden Gate Drive
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the

Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Alex Rock
Simplified Office Solutions
6630 South 118th Street
Omaha, NE 68137

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 20th day of September, 2012.

(Seal)
ATTEST:

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: Simplified Office Solutions

By: Alex Rock
Title: Sales Representative

Attest:

Witness

EXHIBIT B

SARPY COUNTY LEASED & OWNED MFPs/COPIERS

DEPT/OFFICE	MAKE/MODEL	AVG. MONTHLY USE	LEASE/OWN	EXPIRATION
Adult Probation	OCE' IM4511	5,028	Own	
Adult Probation - 36th Street Office	Gestetner GDSm725p	4,516	Owned By NE State	
Adult Probation - Drug Court	Savin 8025	3,495	Own	
Adult Probation - Drug Lab	Savin 8025	1,909	Own	
Assessor	OCE' VL3622	7,908	Own	
Child Support Enforcement	OCE' IM4511	13,235	Own	
Clerk-District Court - #1	Canon IR-3530	6,363	Own	
Clerk-District Court - #2	Sharp MX-M3636N	6,348	Lease	April 2015
County Attorney	Sharp MX-C402SC	1,991	Lease	Dec 2014
County Attorney (Hall of Justice)	Gestetner 3370	5,913	Own	
County Clerk	Kyocera KM-8030	7,175	Own	
County Court - #1	Savin 4035E	7,943	Own	
County Court - #2	OCE' VL3622	4,797	Own	
County Judges	OCE' W3000	1,569	Own	
District Judges	HP435xs MFP	3,586	Own	
Diversion	OCE' IM4511	7,112	Own	
E-911/Communication	OCE' VL3622	6,003	Own	
Election	Savin 2527DP	7,591	Own	
Extension Office	Savin 9025	1,363	Own	
Information Systems	Taskalfa 300ci	5,469 / 14,141	Own	
Jail	Sharp AR-M277	1,849	Own	
Jail Admin	Sharp MX-402SC	2,853	Lease	May 2014
Jail Booking	Gestetner 3355	5,015	Own	
JUVENILE JUSTICE CENTER- Day School	OCE' VL3622	2,349	Lease	January 2013
JUVENILE JUSTICE CENTER- Sarpy Co. Education Prog.	Savin C2828	3,173 / 534	Lease	December 2013

DEPT/OFFICE	MAKE/MODEL	AVG. MONTHLY USE	LEASE/OWN	EXPIRATION
JUVENILE JUSTICE CENTER-Admin (Title 1D)	Savin C2828	3,646 / 1,111	Lease	December 2013
Juvenile Court	OCE' IM4511	4,915	Own	
Juvenile Probation	OCE' VL3622	4,535	Own	
Personnel (Human Res.)	OCE' VL3622	3,384	Own	
Planning & Zoning	Kyocera KM 8030	10,310	Lease	August 2013
Pre-Trial Services	Kyocera TASKalfa 305	2,783	Lease	August 2014
Public Defender	OCE' IM3511	10,336	Own	
Public Works (Highway)	Sharp MX-4100N	4,528 / 1,929	Lease	April 2014
Public Works - Gretna Shop	Savin 9122	40	Own	
Purchasing / Fiscal / Admin	Sharp MX-M503N	11,858	Lease	February 2015
Register of Deeds	OCE' VL3622	555	Own	
Sheriff Administration	Savin C5050	9,992 / 390	Own	
Sheriff's Dept.	Lanier LD 425c	1,521 / 88	Own	
Tourism	OCE' IM3511	505	Own	
Treasurer - #1	HP435xs MFP	4,290	Own	
Treasurer - #2	OCE' IM4511	2,326	Own	
Veterans	OCE' IM3511	6,690	Own	
Victim Witness	Canon IR2545	8,346	Lease	September 2014

**SARPY COUNTY, NEBRASKA
EXHIBIT C
DIGITAL MULTI-FUNCTION PRINTERS
VENDOR REFERENCES**

REFERENCES: (Companies that have leased/purchased proposed MFP/copier)**Proposed 25 to 30 CMP Make & Model Numbers:**

Company:	First Nebraska Educator's Credit Union	Company:	Vetter Health Services	Company:	Douglas County District Court
Contact:	Rich Kunkl	Contact:	Carole Engelmann	Contact:	Lori Lanouette
Phone #:	402-492-9100	Phone #:	402-895-9640 ext 242	Phone #:	402-444-7004
Email:		Email:	cengelmann@vhsmail.com	Email:	Lori.Lanouette@dc4dc.com

Proposed 40 to 50 CMP Make & Model Numbers:

Company:	First Nebraska Educator's Credit Union	Company:	Vetter Health Services	Company:	Douglas County District Court
Contact:	Rich Kunkl	Contact:	Carole Engelmann	Contact:	Lori Lanouette
Phone #:	402-492-9100	Phone #:	402-895-9640 ext 242	Phone #:	402-444-7004
Email:		Email:	cengelmann@vhsmail.com	Email:	Lori.Lanouette@dc4dc.com

Proposed 55 to 60 CMP Make & Model Numbers:

Company:	First Nebraska Educator's Credit Union	Company:	Vetter Health Services	Company:	Douglas County District Court
Contact:	Rich Kunkl	Contact:	Carole Engelmann	Contact:	Lori Lanouette
Phone #:	402-492-9100	Phone #:	402-895-9640 ext 242	Phone #:	402-444-7004
Email:		Email:	cengelmann@vhsmail.com	Email:	Lori.Lanouette@dc4dc.com

Proposed 70 to 80 CMP Make & Model Numbers:

Company:	First Nebraska Educator's Credit Union	Company:	Vetter Health Services	Company:	Douglas County District Court
Contact:	Rich Kunkl	Contact:	Carole Engelmann	Contact:	Lori Lanouette
Phone #:	402-492-9100	Phone #:	402-895-9640 ext 242	Phone #:	402-444-7004
Email:		Email:	cengelmann@vhsmail.com	Email:	Lori.Lanouette@dc4dc.com

Proposed COLOR 30 to 40 CMP Make & Model Numbers:

Company:	First Nebraska Educator's Credit Union	Company:	Vetter Health Services	Company:	Douglas County District Court
Contact:	Rich Kunkl	Contact:	Carole Engelmann	Contact:	Lori Lanouette
Phone #:	402-492-9100	Phone #:	402-895-9640 ext 242	Phone #:	402-444-7004
Email:		Email:	cengelmann@vhsmail.com	Email:	Lori.Lanouette@dc4dc.com



Office Solutions

Vendor Qualifications

For Sarpy County

Simplified Office Solutions is an Authorized Kyocera Dealer

Company Profile

Simplified Office Solutions has been in business since 2001, averaging \$1.7 Million in business for the last 3 years and currently has 9 employees.

Qualifications Statement

Simplified Office Solutions has a number of projects and installations of similar scope and size including Farm Credit Services of America, Vetter Health Services and Douglas County District Court each with a minimum of 25 multifunctional machines

Service Statement

Our experienced and skilled service staff guarantees a 4-hour response time for all service calls, and has proven their ability to provide outstanding service by earning Kyocera's prestigious Excellence in Customer Service Solutions award every year since 2006. We keep a robust stock of all supply and service items required for all of the machines that we sell and service.

Project Management

Project Manager will be Alex Rock as Sales Representative.
E-Mail: alex@simplifybest.com Phone: (402) 690-0287

Primary Staff will include:
Sheena and Matt Rock as Admin Staff:
E-Mail: sheena@simplifybest.com
E-Mail: matt@simplifybest.com Phone: (402) 935-7936

Chad Speicher as Service Manager:
E-Mail: chad@simplifybest.com Phone: (402) 935-7936

SPECIFICATIONS

Digital Multi-Function Printers For Purchasing Department

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: September 20, 2012, 2:00 p.m.

General Information

Notice to Vendors

Sarpy County is seeking proposals to contract for Digital Multi-Function Printers (MFP) and associated Maintenance Agreements for the Purchasing Department to lease and/or purchase for various County departments. The successful Vendor will enter into an Agreement (see attached Exhibit "A") for a period of two (2) years commencing on October 1, 2012 through September 30, 2014, with two (2) one (1) year option periods. Sarpy County reserves the right to award the contract to more than one Vendor.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until September 20, 2012, 2:00 p.m.. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Digital Multi-Function Printers" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and two (2) copies of the entire Bid including attachments.

Requests for information and clarification questions must be received by September 13, 2012 at 1:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Lois Spethman, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-2102, loiss@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at September 20, 2012, 2:00 p.m..

All bids submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B., various locations within Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

1. Evaluation will be done by Lois Spethman, Sarpy County Purchaser, and Fiscal Administration. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
 - a. Compliance with all requirements.
 - b. Price.
 - c. The ability, capability, and skills of the Vendor to perform.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
 - e. The quality of previous performance.
 - f. Whether the Vendor can perform within the time specified.
 - g. The previous and existing compliance of the supplier with laws.
 - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
 - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
 - j. The energy efficiency ratio as stated by the supplier.
 - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
 - l. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

1. Information, Discussion, and Disclosures:

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal (RFP), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Lois Spethman, Sarpy County Purchasing, 1210 Golden Gate Drive, Papillion, NE 68046 or loiss@sarpy.com. **Requests must be received by September 13, 2012 at 1:00 p.m. in order for Sarpy County to have time to issue an addendum.** Requests received after deadline may not be considered. In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For

all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public upon request.

4. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

5. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Payment Terms:

Leased MFPs:

The successful Vendor shall submit one detailed monthly invoice for all equipment, itemized by location, for payment. Upon satisfactory delivery, installation and training, as specified, Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of monthly invoice.

Purchased MFPs:

The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery, installation and training, as specified.

Maintenance Agreements:

The successful Vendor shall submit one detailed monthly invoice for all equipment, itemized by location, for payment. Upon satisfactory delivery, installation and training, as specified, Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of monthly invoice.

7. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term:

The Contract will be for a two (2) year period commencing on October 1, 2012 through September 30, 2014, with two (2) one (1) year option periods. The cost for the option years will be provided in writing to the County ninety (90) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal:

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination:

Either party may terminate the Contract with ninety (90) day written notice to the other.

11. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- a. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- b. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

- c. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements:

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment:

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

General Specifications:

1. Introduction:

Sarpy County is seeking proposals to contract with a Vendor to provide black/white and/or color digital Multi-Function Printers (MFPs) for lease or purchase, and associated Maintenance Agreements. Vendor shall also provide all related accessories as listed in this RFP which includes, in part, printing, network scanning, faxing and maintenance. The Agreement with the successful Vendor(s) will be for the period effective October 1, 2012 through September 30, 2014 with two (2) one (1) year option periods.

- a. Current copiers & MFPs owned and leased by Sarpy County are listed on Exhibit B by make and model. Exhibit B is available in Excel format by emailing request to Loiss@sarpy.com. There is no guarantee on the number of MFPs ordered under this Agreement. Any mention of quantities is for reference only. Actual lease/purchase of MFPs will be based on actual requirements of the County.
- b. **Pricing for all MFP leases, purchases are to remain firm for the entire initial term of this Agreement.**
- c. **Maintenance Agreement pricing is to remain firm for the first year of this Agreement. Increases in maintenance agreement pricing, if any, may not exceed 2% annually. Vendor shall submit documentation to support any increases.**
- d. All orders under this Agreement must go through the Sarpy County Purchasing Department for approval.
- e. The Sarpy County Purchasing Department will make the determination on a case by case basis on whether to lease or purchase each individual MFP.
- f. Vendor may submit more than one proposal for each size of copier, but must be

listed on a separate bid form.

- g. **Exceptions:**
These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the Exceptions/Clarification/Comment page provided.

2. Vendor Qualifications:

- a. Vendor shall be an authorized dealer or authorized servicing entity for all locations to provide services for the County. **Attach manufacturer authorization or certificate.**
- b. **Required information:**
- i. Vendor's company profile to include, but not limited to, years in business, number of employees and total sales for last three (3) years.
 - ii. Qualifications statement describing projects and installations of similar scope and size.
 - iii. Statement describing ability to supply, maintain, service and support equipment installed at Sarpy County
 - iv. Identification of a project manager and primary staff proposed to work on the Sarpy account, including name, title and contact information (phone and email).
- c. **References:**
Each Vendor must include with its proposal the attached spreadsheet (Exhibit C) a list of no less than two (2) current references that have purchased or leased each specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company. Exhibit C is available in Excel format by emailing request to Loiss@sarpy.com.

4. Literature:

Vendor shall attach two (2) sets of detailed specifications or literature of each proposed MFP to the bid form. Any information necessary to show compliance with these requirements not given on the attached data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

5. Deviations:

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

6. Leased MFP Requirements:

- a. Vendor shall submit a blank copy of proposed lease agreement that will be used during the term of the Agreement. If the Lease Agreement has a clause stating the County is responsible for costs associated with the return of equipment and the Leasing Company will not delete said clause, Vendor must submit a letter stating that County will not be responsible for those costs. **Under no circumstances will Sarpy County pay for any costs associated with returning equipment for equipment upgrades or at the end of the lease term.**
- b. County must be notified, in writing, if the Lease Agreement is revised or changed at any time during the term of this Agreement. A copy of the revised Lease Agreement must be provided to County with any changes and/or revisions highlighted within ninety (90) days of change. Any changes must be approved by the County Board as per Section 7 of the Terms and Conditions: Supplemental Terms and Conditions/Modifications.
- c. **Vendor shall notify County if Lease Agreement requires an 8038G form be filed with the Internal Revenue Service (IRS) at the time of Lease signing. Sarpy County will fill out and submit the required form to the IRS and give a copy to the Vendor.**
- d. All equipment lease pricing (new and upgraded) shall be based on a 36-month term, with the asset given a \$1.00 buy-out option at the end of the lease period.
- e. Average monthly copy volume for current MFPs and copiers are provided in Exhibit B. These volumes are only estimates, and the County does not guarantee any specific monthly print volumes/copies for the length of the lease.
- f. When County has determined a new lease is required and that it is in the best interests of the County to trade-in the original MFP(s)/copier(s), Vendor will accept the selected digital MFP(s)/copier(s) currently owned outright by the County as trade-in. **The Vendor will document the fair market value of each unit or total lot by securing a minimum of three estimates. Using the highest estimate, the County will be credited or reimbursed the fair market value of each unit or total lot. The packaging, shipping, and freight costs for the trade-in equipment shall be at no cost to the County. Vendor shall certify that all data has been removed from the hard drive of the trade-in unit.**
- g. To facilitate end-of-term pricing, coordinate delivery and installation of new equipment and/or complete other related end-of-term business, the equipment lease may be extended on a month-to-month basis, for a maximum of three (3) months, until all arrangements are finalized in writing and/or replacement equipment is delivered. The equipment lease pricing of the original agreement will remain in effect during the month-to-month extension period.
- h. The County evaluates its business objectives on an ongoing basis. In supporting

changes to the business environment, equipment and feature upgrades may be reviewed. Possible lease of additional features, upgrades to black & white/color units, recommendations for increased network productivity, etc. will be evaluated and discussed with the Vendor on a case-by-case basis, as needs arise. In no event shall the pricing for this section be higher than GSA pricing. Proof of GSA pricing will be required.

7. Single Purchase MFP Requirements:

- a. Vendor shall submit a blank copy of proposed Purchase Agreement that will be used during the term of the Agreement.
- b. County must be notified in writing if the Purchase Agreement is revised or changed at any time during the term of this Agreement. A copy of the revised Purchase Agreement must be provided to County with any changes and/or revisions highlighted within ninety (90) days of change. Any changes must be approved by the County Board as per Section 7 of the Terms and Conditions: Supplemental Terms and Conditions/Modifications.
- c. When County has determined a new MFP purchase is required and that it is in the best interests of the County to trade-in the original MFP(s)/copier(s), Vendor will accept the selected digital MFP(s)/copier(s) currently owned outright by the County as trade-in. The Vendor will document the fair market value of each unit or total lot by securing a minimum of three estimates. Using the highest estimate, the County will be credited or reimbursed the fair market value of each unit or total lot. **The packaging, shipping, and freight costs for the trade-in equipment shall be at no cost to the County. Vendor shall certify that all data has been removed from the hard drive of the trade-in unit.**
- d. The County evaluates its business objectives on an ongoing basis. In supporting changes to the business environment, equipment and feature upgrades may be reviewed. Possible purchase of additional features, upgrades to black & white/color units, recommendations for increased network productivity, etc. will be evaluated and discussed with the Vendor on a case-by-case basis, as needs arise. In no event shall the pricing for this section be higher than GSA pricing.

5. Maintenance Agreements:

- a. Vendor shall submit a blank copy of proposed Maintenance Agreement that will be used during the term of the Agreement.
- b. County must be notified in writing if the Maintenance Agreement is revised or changed at any time during the term of this Agreement. A copy of the revised Maintenance Agreement must be provided to County with any changes and/or revisions highlighted within ninety (90) days of change. Any changes must be approved by the County Board as per Section 7 of the Terms and Conditions:

Supplemental Terms and Conditions/Modifications.

- c. All Maintenance Agreements are for a one (1) year period and may be renewed annually.
- d. No additional fees or surcharges (i.e.; trip charge, fuel surcharge or similar) will be added at any time during the term of this Agreement.
- e. Maintenance Agreement pricing shall include repairs, parts, labor costs, and toner supplies (except paper and staples) as specified in the maintenance agreement. Vendor will specify on bid form the monthly maintenance cost, per unit bid, which includes the number of free copies in the cost. Black print overage pricing and color print pricing shall be based on a reduced per print charge for each MFP, billed monthly in arrears.
- f. If the MFP does not perform to manufacturer's specifications, the Vendor shall replace the unit with a new MFP of the same model.
- g. Vendor shall provide telephone support and a toll free number for placing service calls, which will be available during normal County business hours and within two (2) hours of receiving the initial service call. Vendor is required to call or email the County to establish an estimated time of arrival. A technician shall arrive at the County office within four (4) business hours of the initial service call or the next business day depending on the time of the initial requested service call.
- h. Vendor will remedy any defect in software or equipment within 48 hours, excluding County holidays, of the initial service request by the County.
- i. If the reported defect(s) remains unresolved for a period of 48 hours, excluding County holidays, the Vendor will provide the County with a comparable loaner copier at no cost to the County.
- j. Vendor is responsible for all clean up during warranty/maintenance work and removal of debris.
- k. Vendor responsible for all damage to County property during warranty/maintenance work.
- l. Upon the County's request, the Vendor must provide a service summary report per location listing: beginning dates/times of all service calls, description of problem per service call, completion dates of all service calls, number of hours or days downtime per machine.
- m. Vendor shall guarantee the availability of replacement parts, applicable accessories and equipment for the duration of the contract term.
- n. To facilitate end-of-term pricing, coordinate delivery and installation of new equipment and/or complete other related end-of-term business, the equipment

maintenance agreement may be extended on a month-to-month basis, for a maximum of three (3) months, until all arrangements are finalized in writing and/or replacement equipment is delivered. The maintenance agreement pricing of the original agreement will remain in effect during the month-to-month extension period.

YES/NO

Vendor: Simplified Office Solutions

Technical Specifications:

Indicate acceptance or exception by marking YES/NO for each specification listed. Any marked NO line shall be noted as "exception to the specification". Any unmarked response will be assumed as an exception to the RFP. **This section must be completed and attached to Vendor's Bid Form.**

YES/NO

1. Machine Requirements - MFP specifications are for four (4) ranges of speed (25-35 ppm, 40-50 ppm, 55-65 ppm & 70-80 ppm) and one (1) color range speed (30-40 ppm). All MFPs, unless specifically stated, shall meet the following requirements. Optional features are to be priced separately on the bid form:

- x / a. Newly manufactured with no used or refurbished parts
- x / b. Acceptable originals: Minimum 5-1/2" X 7-1/8" to maximum 11" X 17"
- x / c. Duplexing: Standard automatic duplex copying and printing
- x / d. Capability of printing paper stock ranging from 13 lb to 110 lb bond
- x / e. Automated stapling system, capable of stapling a minimum of 20 sheets per 20 lb paper
- x / f. Bypass tray
- x / g. Capable of enlarging/reducing documents in preset increments or manually
- x / h. Magnification capabilities from 25% to 400% in 1% increments (25% to 200% from feeder)
- /x i. Three (3) adjustable paper trays for various sizes of paper up to ledger size with a minimum capacity of 500 sheets each
- x / j. Scanning to desktop without Client software being loaded on the desktop
- /x k. Scanning feature to have option to scan in PDF that is OCR'd without Client software being loaded on a server/desktop
- x / l. Installed Automatic Disk and Data Security Encryption and Deletion product
- x / m. Each networked MFP shall allow printing from any desktop PC and laptop within the County network
- /x n. Adequate surge protection device, at no cost to the County, for each MFP installed
- x / o. **Fax - Optional feature**
- x / p. Full offset stacking and finishing capabilities - **Optional feature**
- x / q. Single-pass duplexing automated document feeder, with a minimum capacity of 50 sheets of 20 lb bond paper - **Optional feature**
- x / r. Color scanning - **Optional feature**
- x / s. Three (3) hole punch - **Optional feature**
- x / t. Large capacity paper tray (2,000 sheet) - **Optional feature**
- x / u. Have the ability for PIN code and/or mailbox secured access for users - **Optional feature** (Identify technical requirements necessary to operate this feature on Exception page.)
- x / v. Programmable cost center/accounting meters - **Optional feature** (Identify technical requirements necessary to operate this feature on Exception page.)

2. Network Technical Requirements

- / a. The Vendor shall be responsible for providing technical support during the network connection phase with no cost to the County.
- / b. Vendor to provide an interface and software drivers that will work on an Ethernet 10/100/1,000 switched TCP/IP network in a Microsoft environment (Windows server and Windows desktops). Software drivers should contain the ability to control all options on the MFP, such as stapler, collator, duplex printer, etc.
- / c. Memory and hard-drive space needs to be adequate to work at the highest/fastest rate the MFP is rated at. The size of memory and hard drive space must be listed on the bid form.
- / e. Vendor will provide technical training, at no charge, for County (IS) employees, relative to the connection of end-users for networked printers.

3. Installation:

- / a. MFPs will be installed at no cost to the County. This excludes any hardwiring of units. The County will contract with a separate entity to install the hardwiring for both electrical and data. The Vendor shall specify any special electrical/data requirements, including the necessity for special electrical receptacles, dedicated lines, etc. Each device shall meet the OEM's recommendations for electrical surge protection. *(Identify special requirements necessary on Exception page.)*
- / b. Vendor will give Purchasing Department 48-hour notice of delivery to coordinate installation with Information Systems (I.S.).
- / c. Vendor is responsible for all clean up and removal of debris during installation.
- / d. Vendor is responsible for all damage to County property during installation.
- / e. Initial training of County personnel shall be conducted upon equipment installation and at no additional cost to the County with the number of sessions, schedules, participants and number of participants per session identified by the County. Network connectivity, print driver installation and other technical support training shall be coordinated with the County's Information Systems (IS) Department at no additional cost to the County. Subsequent training will be at no cost to the County and shall be on an ongoing basis during the contract term for the purposes of training new personnel, providing refresher sessions, increasing user productivity through effective use of networked features, providing assistance with new procedures or equipment, etc.