



REDWOODS COMMUNITY COLLEGE DISTRICT

INSTRUCTIONS TO BIDDERS

REGARDING THE DISTRICT'S LEASE OF MULTIFUNCTION COPIERS/PRINTERS

Each bid submitted to the Redwoods Community College District ("District") for the Copiers/Printers Project ("Project") shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project. The District seeks to enter into a non-exclusive lease for copiers/printers and related equipment under a five (5) year contract. The District may choose to award all or only a portion of the equipment included in this public bid.

1. Mandatory Requirements: A bid will not be considered unless the Vendor submitting the bid meets the following criteria:

Bids shall be received at the following address within the time set forth below:

Office of the Vice President
Administrative Services
College of the Redwoods
7351 Tompkins Hill Rd
Eureka, CA 95501-9300

A copy of this public bid and other relevant documentation may be downloaded at:

<http://redwoods.edu/District/BusinessOffice/Purchasing.asp>

Bids are due by 2:00 p.m. on May 29, 2015. Late bids will be rejected. It is the responsibility of the submitting Vendor to make sure the bid is delivered to the specified location by the date and time specified above. Bids must be sealed with the envelopes clearly marked in the lower left hand corner "Sealed Bid for Copiers/Printers". After the bid opening, the District may award a contract or contracts to the lowest bidder meeting the District's requirements, or the District may choose to not award any bid.

Please e-mail all questions regarding this bid to Lorie Walsh at Lorie-Walsh@redwoods.edu. The last day for submission of questions is May 21, 2015. All questions will be responded to in writing on or before May 23, 2015 and posted to this website: <http://redwoods.edu/District/BusinessOffice/Purchasing.asp>. To ensure each Vendor receives equal information in preparing their bid, Vendors are prohibited from directly contacting other District employees during the pre-submission process. No oral interpretations, clarifications or modification to the public bid documents are authorized on behalf of the District and Vendors shall not rely on such interpretations, clarifications, or modifications in preparing their bids.

College of the Redwoods reserves the right to accept all or part of any bid or to cancel in part or in its entirety this public bid.

It is the policy of College of the Redwoods that no person or Vendor shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the award and performance of any District contract on the grounds of race, ethnicity, creed, religion, color, national origin, age, sex, or sexual orientation.

Redwoods Community College District purchasing and contracting is conducted in accordance with all applicable Federal and State statutes and regulations including, but not limited to, the debarment and suspension of Firms clause and attachment O – Circular A-110.

2. Background Information: College of the Redwoods is a single-college District with approximately 4,100 Full Time Equivalent Students (FTES). It is comprised of one main campus located in Eureka, CA and two education centers, as well as other sites and locations.



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3. Information and General Conditions:

3.1 Definitions: The terms Redwoods Community College District, College of the Redwoods, Redwoods, or the District, as used in these terms shall be construed to include the Redwoods Community College District and all employees, officers, and agents of the District.

The term Bidder, Responder, Firm, Proposer, or Vendor shall be construed to include the Vendor and all employees, officers, and agents of said Vendor.

The terms copiers, printers, equipment, printer/copier, copier/printer, and multifunction devices shall refer only to equipment which is new and unused, the manufacturer's model in current production, complete and standard in all respects, fully assembled, and is entirely suitable for the intended purpose and shall not have been previously used. For example, used, damaged, serviced, modified, salvage, repaired, reconditioned, customer return, previously loaned, rented or leased, dealer demo, discontinued, refurbished, remanufactured, end-of-life, open-box, water or flood damaged equipment is not acceptable. Equipment shall be delivered to the District with no "copy/print count" or only a minimal count of less than 50, as necessary for example to perform quality assurance testing.

3.2 Signature: The bid must be signed in the name of the Vendor and must bear the signature of the person authorized to sign bids on behalf of the Vendor.

3.3 Award of Contract: If the contract is awarded, it will be to the responsible Vendor whose bid is deemed by College of the Redwoods to be the lowest bid and whose bid meets the needs of College of the Redwoods. This public bid does not obligate the District until the execution of a written contract in a form approved by the District at its sole discretion. The contract shall be effective on the first day of the month after the contract is approved by the Board of Trustees. (It is expected to be effective August 1, 2015.) The District shall not be responsible for work done, even in good faith, before approval of the Contract by the District's Governing Board.

The award shall be for an "all-inclusive" lease for five years. "All-inclusive" is defined as the vendor providing all materials, service, support, replacement parts, and equipment maintenance on the printer/copiers and other equipment during the term of the lease. Such costs shall be included in the bid fee and shall not be billed separately. Vendor shall provide toner and all other consumables, except for copier paper which will be provided by the District. Vendor shall promptly repair or replace all equipment within 48 hours of a District call for service.

Wherever there is variance between the language in Vendor's standard contract terms and conditions and the requirements and commitments stated in the District's public bid and Vendor's response, those requirements and commitments set forth in the District's public bid and Vendor's response will take precedence over the Vendor's standard contract terms and conditions.

3.4 Bid Validity Period: The bid shall remain valid for at least 60 days after submission.

3.5 Disputes: Any disputes will be attempted to be resolved by informal mediation. The venue for any dispute shall be Humboldt County Superior Court and no other place.

3.6 Security Deposit: Redwoods shall not pay a security deposit.

3.7 Prime Responsibility: Redwoods will consider the Vendor to be the sole point of contact with regard to contractual matters resulting from the contract.

4. Bid Response Requirements: A Vendor may bid to provide one or more of the multifunction devices noted in this section. Bids shall include, in the following order:

4.1 Title Page: Indicate "Sealed Bid for Copiers/Printers," the full legal name of the Vendor, address, type of entity, Federal Taxpayer ID number, the name of the Vendor's contact person for the purposes of



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this public bid, the telephone number of the contact person, email address of the contact person, and the date. The cover sheet must be signed by an owner of, corporate officer of or agent authorized to submit a response to this public bid.

4.2 Description of Services, Background and Staff: Provide a brief overview of the types of work and history of your firm. Note the number of employees, the number of years your firm has done business in California. Include a summary of your qualifications as they relate to this bid and how they qualify your organization to be the best fit.

4.3 Authorization: Vendor must certify in writing that it is an authorized dealer in good standing with the original equipment manufacturer and authorized by the manufacturer to sell and lease the multifunction devices. No “gray market” sales or leases are allowed.

4.4 References: Provide a list of two client references. Include the name of the client, address, telephone, and name of each client's manager.

4.5 The preceding sections shall contain only the information requested. If the Vendor desires to present additional information, such additional information shall be presented in this section of the public bid. If there is no additional information present, indicate, “There is no additional information to present.”

4.6 Description of multifunction devices sought by the District: Each multifunction device shall be new (unused), current production as specified in the solicitation at the line item description, and shall not have been used for demonstration purposes. Equipment bid must meet or exceed the requirements in the public bid line item description. Each multifunction device shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer’s published literature (or web site). All installations shall be made in a neat and skillful manner and all equipment furnished shall be subject to the approval of the District’s Chief Business Officer, at his sole discretion. All equipment must comply with the Americans With Disabilities Act (ADA).

The multifunction devices included in this bid will be used by students and others for printing, copying, faxing, and scanning. This equipment will be used in a pay-to-print environment, including coin operated and stored value card printing/copying. The District uses the PCounter system for its pay-to-print solution. The PCounter system allows the purchase of payment credits and allows for cash deposits to pay for printing and copying. There is a different price for color versus black and white printing.

4.7 Security: Leased equipment shall not interfere with the District’s network computing systems and shall not compromise District security protections. If at any time, the District’s Chief Information Officer determines that any of the leased equipment is interfering with or compromising the District’s network computing systems or is identified as a security risk at the District’s sole discretion, the vendor shall promptly correct the situation to the District’s satisfaction or provide a replacement device at no additional cost to the District. Vendor shall apply security patches, maintenance software updates and the like to the leased equipment, promptly after release by the manufacturer. Vendor shall not rely on default equipment passwords and shall change such passwords at the start of the lease.

4.8 BID PRICE - - YOU ARE BIDDING WITH A BASE FEE PLUS A CHARGE PER IMPRESSION (i.e. PER COPY OR PRINT, BUT NOT PER SCAN). YOU MUST INCLUDE ALL TAXES, LICENSING, PREP, ALL REQUIRED PARTS AND INSTALLATION, PROGRAMMING, CUSTOMIZATION, SETUP, FREIGHT CHARGES, DELIVERY TO THE DISTRICT IN EUREKA, CALIFORNIA AND CRESCENT CITY, CALIFORNIA, TONER, UPS, ALL CONSUMABLES EXCEPT PAPER, MAINTENANCE, REPAIRS, AND ALL OTHER FEES AND CHARGES. The bid price for each printer/copier shall be all-inclusive, including items such as equipment lease, servicing, toner and all other consumables except paper. The District will not approve any additional fees, charges or payments in excess of the Base Fee and Per Copy/Print Fee bid amounts listed in the Vendor’s response to this public bid. When providing equivalent equipment or equivalent services, it is incumbent



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on the Vendor to supply documentary evidence sufficient for the District's Chief Business Office to conclude that the equivalent item offered at least meets or exceeds the required specifications (i.e. Description of Features, PPM, Duty Cycle, Type, Duplexers, Trays, etc.). Providing incomplete documentation or documentation which does not substantiate that the equivalent item at least meets or exceeds the required specifications will result in the bid being rejected by the District.

4.9 Required Features For All Printer/Copiers and Related Equipment:

- UL Listed and marked on each product.
- Energy Star qualified.
- Print Drivers:
 - Universal print drivers for Windows XP, Windows 7, Windows 8, Windows Vista, Windows Server 2003/2008 - Microsoft Certified.
 - Universal print drivers for Apple Mac OS 10.4, 10.5, 10.6.
 - Universal print drivers for Red Hat Linux.
- Automatic exposure selection.
- Automatic magnification selection.
- Automatic paper selection.
- Compatible with using recycled paper, up to and including 100% Post-Consumer-Waste (PCW) paper. Compatible with transparencies.
- Network connectivity included to enable network print, scan to network folder, scan to email, and scan to desktop. Network printing and scanning must be accomplished with only one network connection. Device connection must allow for dynamic host configuration protocol (DHCP) and static internet protocol address (static IP).
- The equipment's administrative functions must be password protected. Vendor must provide the Administrator password to District personnel.
- Electronically provide meter readings, alerts, error codes, low consumables levels via network connection. Vendor shall provide a monthly report of copies/prints billed per device and further identified by a "copy/print code" for District billing to departments/cost centers.
- Copy and scan quality of at least 600 x 600 dots per inch (DPI) resolution.
- Vendor shall be responsible for ensuring that all device components, spare parts, application software and ancillary equipment conforms to the manufacturer's specifications and does not void the manufacturer's warranty.
- One uninterruptible power supply (UPS) for each printer/copier to surge protect, protect from intermittent power drops, and supply a minimum of two minutes of power for the attached multifunction device must be included as integrated into the equipment or provided as a standalone item at no additional charge.
 - UL Listed and marked on each product.
 - Energy Star qualified.

4.10 Requirements for specific printer/copiers: Each printer/copier must have an uninterruptible power supply (UPS) built-in, or come with a UPS capable of providing backup power sufficient to power the printer/copier for at least two minutes.

- Up to fifteen (15) lower volume monochrome machines to print, copy, scan, and fax. Printer/copier specifications include:
 - Prints/copies a minimum 20 pages per minute,
 - Laser,
 - Duplex feeder for 25 originals,
 - Three (3) trays with one tray capable of holding at least 500 sheets and trays can accommodate from 5 x 7 to 8.5 x 14 inches,
 - 20,000 maximum monthly duty cycle,



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- Typical monthly usage is below 5,000,
- Freestanding or tabletop model with stand included for storing paper and consumables under the machine.
- Up to fifteen (15) high volume monochrome machines to print, copy, scan, and fax. Printer/copier specifications include:
 - Prints/copies a minimum 25 pages per minute,
 - Laser,
 - Duplex feeder for 50 originals,
 - Duplex collator/finisher with stapler for 50 copies,
 - Four (4) trays with one tray capable of holding at least 2,000 sheets of letter size paper, and trays can accommodate from 5 x 7 to 11 x 17 inches,
 - 100,000 maximum monthly duty cycle,
 - Typical monthly usage is in the 5,000 to 30,000 range,
 - Freestanding model.
- Up to five (5) public print/copy monochrome machines for coin operator use to print, copy, and scan. These machines must include a coin payment machine attached to the printer/copier where coins can be periodically removed by District staff. The District will set the “retail” copy price.
 - Locations might include: Eureka campus first floor Administration & Student Services bldg. and Library; Del Norte campus Library,
 - Prints/copies a minimum 20 pages per minute,
 - Laser,
 - Duplex feeder for 25 originals,
 - Four (4) trays with one tray capable of holding at least 2,000 sheets of letter size paper, and trays can accommodate from 8.5 x 11 to 11 x 17 inches,
 - 20,000 maximum monthly duty cycle,
 - Typical monthly usage is below 5,000,
 - Freestanding model.
- Up to three (3) public color and monochrome print/copy machines for PCounter system use to print, copy, and scan. These machines must interface correctly with the District’s instance of PCounter. Equipment included in your bid response must be compatible with the District’s implementation of the PCounter system. If your equipment requires special equipment, customization, interfaces, programming and the like, then you must include those costs in your monthly bid pricing. The District will not pay for any additional equipment, interfaces, programming, customization and the like even if the need is not discovered until after the bid is awarded. The District assumes that all bidders are familiar with the PCounter system.
 - Locations might include: Eureka campus Library and other Eureka locations.
 - Prints/copies a minimum 25 pages per minute,
 - Laser,
 - Duplex feeder for 25 originals,
 - Four (4) trays with one tray capable of holding at least 2,000 sheets of letter size paper, and trays can accommodate from 8.5 x 11 to 11 x 17 inches,
 - 100,000 maximum monthly duty cycle,
 - Typical monthly usage is in the 5,000 to 30,000 range,
 - Freestanding model.

4.11 Delivery: After the contract is approved by the Board of Trustees, Vendor shall coordinate with the current copier/printer vendor to ensure a smooth transition and no interruption in service. Vendor shall deliver, setup, verify network connection, and coordinate with District staff to verify that users can



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print and copy as expected, with delivery and acceptance by the District at 7351 Tompkins Hill Rd., Eureka, California, 883 West Washington, Blvd., Crescent City, CA or other address within the District as directed by the District. Vendor is aware that equipment will be located in various buildings. In case of failure on part of the Vendor to complete all work specified in this public bid, in the time period stated above, the successful bidder shall pay the District, as liquidated damages, the sum of One Hundred Dollars (\$100) per day for each calendar day beyond the date specified until the equipment is satisfactorily delivered.

5. Selection Procedures:

5.1 Upon acceptance of a bid, Redwoods shall, by letter, officially notify the successful bidder of said acceptance.

5.2 If the successful bidder refuses or otherwise fails to sign the contract or any other documentation required by Redwoods within ten (10) business days of receipt of the notice of award from Redwoods, Redwoods shall have the right to rescind the award of the contract.

5.3 Redwoods shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a bid in response to this public bid or otherwise in connection with this public bid or its modification, postponement or cancellation. All bids become public records and are the property of Redwoods upon submission.

6. Tentative Bid Timeline: This is a tentative timeline provided for information purposes only:

- May 19, 2015: public bid published
- May 21, 2015: Last day to submit public bid questions
- May 23, 2015: District response to all questions
- May 29, 2015 at 2 p.m. (Pacific time): Responses due and bid opening.
- June 2, 2015 Board of Trustees award of contract. Attendance is not required.

7.0 Bid Protest. Any bid protest must be in writing and received by the District Office before 5:00 p.m. no later than three (3) working days following bid opening and shall comply with the following requirements:

a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.

b. The party filing the protest must have actually submitted a bid for the Project. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.

d. The protest must include the name, address and telephone number of the person representing the protesting bidder.

e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the



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deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.

i. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business.



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BID PROPOSAL FORM

Governing Board

Redwoods Community College District

Dear Members of the Governing Board:

The undersigned, doing business under the name of _____, having carefully examined the Notice Inviting Bids, the Instructions to Bidders, the Specifications for the equipment sought by the District, and all other Contract Documents for the Copiers/Printers Project ("Project"), proposes to furnish all required materials and equipment, including all delivery costs and taxes, services and labor required for the provision of the equipment specified, in strict conformity with the Contract Documents, including the Specifications, as follows. Note: Bidders may submit base bids for number one or two or both.

BASE BID PER YEAR FOR FIVE YEAR LEASE CONTRACT:

(1) Up to fifteen (15) lower volume monochrome machines to print, copy, scan, and fax:

- a. Model year: _____
- b. Manufacturer: _____
- c. Model Numbers _____
- d. UPS Model year/Manufacturer/Model Number:

For the sum of _____

_____ Dollars (\$ _____) total per machine with UPS per year, plus per copy or print charges at:

_____ cents per monochrome copy/print.



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(2) Up to fifteen (15) high volume monochrome machines to print, copy, scan, and fax:

- a. Model year: _____
- b. Manufacturer: _____
- c. Model Numbers _____
- d. UPS Model year/Manufacturer/Model Number:

For the sum of _____

_____ Dollars (\$ _____) total per machine with UPS per year, plus per copy or print charges at:

_____ cents per monochrome copy/print.

(3) Up to five (5) public print/copy monochrome machines for coin operator use to print, copy, and scan:

- a. Model year: _____
- b. Manufacturer: _____
- c. Model Numbers _____
- d. UPS Model year/Manufacturer/Model Number:

For the sum of _____

_____ Dollars (\$ _____) total per machine with UPS per year, plus per copy or print charges at:

_____ cents per monochrome copy/print.



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(4) **Up to three (3) public color and monochrome print/copy machines for PCounter system use to print, copy, and scan:**

- a. Model year: _____
- b. Manufacturer: _____
- c. Model Numbers _____
- d. UPS Model year/Manufacturer/Model Number:

For the sum of _____

_____ Dollars (\$ _____) total per machine with UPS per year, plus per copy or print charges at:

_____ cents per monochrome copy/print, and

_____ cents per color copy/print.



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The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

ADDENDA:

Receipt of the following addenda is hereby acknowledged:

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Respectfully submitted,

Company: _____

Address: _____

By: _____

(Please Print Or Type)

Signature: _____

Title: _____

Date: _____

Telephone: _____

Required Attachment

Signed Non-Collusion Declaration



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2014-15 Public Bid for the Copiers/Printers Project

NONCOLLUSION DECLARATION

To be executed by the bidder and submitted with the bid.

_____, declares that he or she is _____ of _____, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature



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2014-15 Public Bid for the Copiers/Printers Project

NOTICE OF AWARD

To:

Project Description: Copiers/Printers Project

The District has considered the bid submitted by you for the above described work in response to its Notice Inviting Bids for the Project.

You are hereby notified that your bid has been accepted in the amount of: _____
_____ (\$ _____)
for the following equipment:

If you fail to execute the Contract and to furnish the insurance within ten (10) calendar days from the date of issuance of this Notice, the District will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this _____ day of _____, 2015.

By _____

Authorized District Signature

2014-15 Public Bid – Notice of Award for the Copiers/Printers Project



REDWOODS COMMUNITY COLLEGE DISTRICT

Receipt of this above Notice of Award is hereby acknowledged by:

_____, this is the _____

day of _____, 2015.

By _____

Title _____