

REQUEST FOR PROPOSALS

PRINTER/COPIER LEASE, REGULAR AND PREVENTATIVE MAINTENANCE, AND SUPPLIES

SNHD-9-RFP-17-001

October 3, 2016

280 S. DECATUR LAS VEGAS, NEVADA 89107

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SECTION I – INTRODUCTION

A. Purpose: The Southern Nevada Health District (Health District) is seeking proposals for high performance color and black & white print shop printers and color and black and white multifunction (print/scan/copy) printers, desk top printers, and associated regular and preventative maintenance and supplies from a qualified and licensed Contractor.

B. Entity Information:

The mission of the Health District is "to protect and promote the health, the environment, and the well-being of Southern Nevada residents and visitors." The Health District is one of the largest local public health organizations in the United States.

The Health District was created in 1962, following statutory authorization from the Nevada State Legislature to combine the Health District health department and the health departments of several surrounding cities. The Health District serves over 2 million residents and 40 million visitors to the Las Vegas valley each year.

C. Health District Locations:

Main Location	Laughlin Center
280 S. Decatur Blvd	55 Civic Way
Las Vegas, NV 89107	Laughlin, NV 89029
Laboratory	Mesquite Center
700 Desert Lane	830 Hafen Lane
Las Vegas, NV 89106	Mesquite, NV 89027
East Las Vegas Public Health Center	City of Las Vegas Development Service Center
560 N. Nellis Blvd	333 N. Rancho Drive
Las Vegas, NV 89110	Las Vegas, NV 89106
Henderson Public Health Center	Henderson Health Cards
874 American Pacific Drive	240 Water Street
Henderson, NV 89014	Henderson NV

D. Anticipated Contract Term and Conditions:

- 1. The resulting agreement(s) will be subject to the availability of funding and shall be terminated immediately if for any reason the funding budgeted to satisfy this RFP and/or Agreement is withdrawn, limited, or impaired.
- 2. The Health District does not guarantee to award a contract under this RFP.
- 3. Award will be based on either the purchase price or lease price, depending on which is most advantageous to the Health District.

E. Disposition of Proposals

All materials submitted in response to the RFP will become the property of the Health District and will be returned only at the Health District's option and at the expense of the proposer submitting the proposal. One copy of the submitted proposal will be retained for official files and will become public record. Any pages in your submittal which are proprietary or confidential will be clearly marked as such.

Brand	Model	Year	Qty	Lease End Date
	ł	Production C	opiers	
Ricoh	Pro C9005	2010	1	Own
Ricoh	Pro 1107EX	2010	2	Own
			3	
	Mu	lti-Function	Copiers	
Ricoh	MP3350SP	2009	1	Own
Ricoh	MP2550SP	2009	5	Own
Ricoh	MP5001SP	2011	1	Own
Ricoh	MPC300SR	2012	1	Own
Ricoh	MPC4000	2008	1	Own
Ricoh	MPC4500	2009	1	Own
Ricoh	SP5200S	2009	1	Own
Ricoh	MPC4000	2009	1	Own
Ricoh	MP2550	2009	4	Own
Ricoh	MPC300SR	2012	1	Own
Ricoh	SP5200S	2012	1	Own
Ricoh	MPC4000SR	2013	5	August 2017
Ricoh	MP6002SP	2013	3	August 2017
Ricoh	MPC5502A	2013	3	August 2017
Ricoh	MPC6501	2012	8	August 2017
Ricoh	MPC400SR	2012	1	October 2017
Ricoh	MPC5502A	2012	4	October 2017
Ricoh	MP5002A	2012	1	October 2017
Ricoh	MPC6000	2012	1	October 2017
			44	
	Multi-Fı	inction Copi	ers Not in U	se
Ricoh	MP2550SP	2009	2	Own
Ricoh	MP4500	2009	1	Own
Ricoh	MP3350SP	2009	1	Own
			3	

SECTION II: CURRENT EQUIPMENT

SECTION III: SCOPE OF SERVICES

A. Required Services:

- 1. All digital copiers/printers proposed will be newly manufactured with no used or refurbished parts. At the time of award, each Health District department's business needs will be analyzed to determine the final equipment configuration for each copier/printer. The proposer will provide specification sheets listing all accessories, features, functions and technical requirements for each model copier/printer proposed under this solicitation.
- 2. Provide various lease alternatives. As a minimum, include lease terms for:
 - Three year lease contract
 - Four year lease contract
 - Five year lease contract

If lease will be subcontracted out, provide full information on Lessor.

- 3. Full service maintenance contract which includes all developer, toner, fuser, oil, drums, finisher supplies, repair parts, labor and preventative maintenance services.
- 4. Provide preventative and remedial maintenance service during Health District normal business hours, Monday through Friday, 8:00 a.m. through 4:30 p.m., except on state holidays, to keep copiers in good working condition.
 - a. Perform preventative maintenance based on specific requirement of the equipment.
 - b. Perform on call remedial maintenance on an as needed basis as determined by Health District.
 - c. Firm may also propose a part-time person on-site to perform above tasks.
- 5. Provide an adequate inventory of spare parts to be available for repairs and toner necessary to keep equipment operational.
- 6. Provide diagnostic tools for Health District Information Technology staff to perform copy/print meter read report.
- 7. Poor performing and/or problematic copier/printer units will be replaced with similar equipment.
- 8. If a machine is over utilized, contractor will replace the machine with a machine with greater speed and/or capacity, or if underutilized, replace with a machine with lesser speed or capacity. This must be accomplished without extending the equipment lease and/or maintenance agreement beyond the original term.

- 9. Provide one monthly invoice for all equipment, to include:
 - a. Location, make, model and serial number for each unit
 - b. Provide the number of copies/prints made on each unit
 - c. Provide current and previous meter reading
 - d. Include date of meter read
- 10. Multi-Function machines:

Specifications:

- Ability to retrieve a print job from any Health District desktop PC or laptop on the Health District's network to any machine by scanning in a RFID badge (preferred method) or by entering a unique code
- Have the optional ability to restrict printing by entering a code (for HIPAA concerns)
- Have tracking software that monitors toner levels, click counts and malfunction alerts
- Tracking software that recommends end user options to print to production copiers for cost saving purposes
- Minimum speed: 60 ppm or faster
- Dual-Scan document feeder with 175-sheet capacity (scan speed of 120 IPM)
- Minimum Memory 4.0 GB Ram/Dual 160 GB HDD
- All drivers/mobile print/secure printing
- Network connectivity: TCP/IP
- Data Security Kit (hard drive encryption/overwrite kit/HIPAA data encryption) Optional, to be selected for some machines only
- PDL, PCL 6 and PS Drivers
- Scan black & white and color
- Scan to an e-mail address or network folder location
- 2 paper drawers and 4 paper drawers (including dual large capacity drawers, up to 12 x 18 capable (drawer type will be selected for each machine)
- Paper handling capability
 - Letter portrait and landscape
 - o Legal (11 x 14)
 - o 11 x 17
 - o Bypass tray
 - Envelopes ability to print envelopes fast
 - Photo paper
 - o Cardstock
 - o Labels
- 50 sheet stapling finisher (will be selected on some machines)
- 2 and 3 hole punch (will be selected on some machines)
- Automatic document feeder
- Automatic duplexing

- Collating capabilities
- Reduction and enlargement capability
- Scanning resolution minimum 300 dpi
- Output resolution minimum 300 dpi
- Required power supply

11. Print Shop Print Machines

Specifications:

- Command Workstation Technology Job management software
- Oil-free toner
- Resolution minimum:1200 x 4800 dpi
- Consistent image quality
- Binding, hole punching and stacking for up to 5000 pages
- Minimum speed: 75 ppm B&W and color
- Hole punching capabilities
- Multiple paper trays for multiple sized papers and quantities
- Multi-position stapling of up to 100 sheets
- Quickly replace high capacity toner bottles, and reload paper trays while printing
- Status light pole to allows operation to be monitored from a distance
- Operation panel features will include an easy guide to clear jams
- 5000 sheet high capacity stacker (option which may be selected)
- Ability to lock the doors when document security is needed
- Active Tray Indicators highlight where paper is being fed from
- Booklet finisher/system
- Ability to reduce the risk of paper curling
- Copy and scan jobs with single-pass color duplex scanning 75 ipm
- Bypass tray which can feed up to 500 sheets of special paper
- Control panel in full color
- Ability to accept oversize and heavy paper

B. Equipment Required:

The current production printers and some of the multi-function printers will need to be replaced upon contract award. The multi-function printers will be replaced on a tiered schedule, as the current multi-function printers come off their current leases. Some of the machines which are currently Health District owned will be replaced upon contract award, other machines as their lease expires in August 2017 and October 2017. See Section II for a detailed list of current machines in operation. The desktop printers will be maintained by the successful proposer as well as a few plotters; replacement of these items will be on a case-by-case basis.

C. Installation

Successful proposer will:

- Provide qualified labor for delivery and installation of equipment
- Schedule equipment and software installation with Health District IT contact
- Perform installation in accordance with manufacturer's instructions
- Conduct work in manner which is least disruptive to regular operation at Health District
- Provide clean up and disposal of all debris resulting from this project. All areas should be ready to use upon completion
- Provide a reasonable delivery timeframe.

D. Maintenance

Successful contractor will execute a maintenance contract covering all maintenance (parts and labor) and supplies (excluding paper) for a period equal to the length of the lease selected. Maintenance agreement pricing will include all maintenance, repairs, parts and consumable supplies. Any costs excluded from the maintenance cost will be clearly specified.

E. Optional Service Contract

Health District is also interested in having a part-time person on site to be available to replace toner, perform maintenance, clear complicated paper jams, etc. This person would work 20 hours per week, providing maintenance and service repairs on all equipment at all Health District locations. Maintenance agreement pricing will be locked in for duration of contract term.

F. Warranty

Successful contractor will provide a standard manufacture's unlimited warranty on equipment and one year unlimited warranty on installation. Maintenance/service agreement will commence upon expiration of the warranty period. Contractor shall bear all material and labor costs for repair of equipment and defective and failure occurring within the warranty period.

G. Network Technical Requirements

- Networked copiers/printers will be connected to the Health District's network.
- Each networked copier/printer will allow printing from any desktop PC or laptop within the Health District's network.
- Specify all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, etc. Each device shall include electrical surge protection.
- Some machines will be connected to cubicle furniture. This furniture will only allow up to 15 amps.

Note that there are some desktop printers using USB connections directly to the PC. These are not networked.

H. Delivery Schedule

Description	Туре	Qty	Delivery
Production Printer	Color	1	30 days after contract award
Production Printer	B&W	2	30 days after contract award
Multi Function	Color	5	30 days after contract award
Multi Function	B&W	3	30 days after contract award
Multi Function	Color	6	Within 30 days of notification to replace
Multi Function	B&W	4	Within 30 days of notification to replace
Multi Function	Color	10	August 2017
Multi Function	B&W	9	August 2017
Multi Function	Color	4	October 2017
Multi Function	B&W	3	October 2017
Desktop Printer	Color	TBD	Within 30 days of notification to replace
Desktop Printer	B&W	TBD	Within 30 days of notification to replace

Anticipated delivery schedule:

The quoted contract price (see Attachment C) will include all costs related to transportation, shipping, delivery, assembly, dealer preparation, installation and programming. The machine will not be accepted until the equipment can be utilized for the purpose designed, intended and described.

I. Assessments

Each proposer will be allowed an on-site assessment to facilitate their proposal preparation. Prior arrangement will be made with the contacts list under Section III. Person(s) conducting the assessment will need proper identification and will be an employee of the proposer. The Proposer will assume all liability during the assessment process. The assessment may under no circumstances be intrusive to normal operations of the Health District's network.

J. Equipment, Supplies, Tools

Successful contractor will supply all equipment, tools, supplies, offices, personnel, instruments, transportation, support services and insurance required to deliver and install copiers/printers under this agreement.

K. OEM Service Entity (Authorized Dealers)

If OEM will not be the direct servicing entity, the OEM must provide a statement of support to commit all necessary products, services and resources to the designated authorized dealer(s) in order to fulfill the terms and conditions of the resulting contract.

SECTION IV – TIMETABLE

A. Timeline

Request for Proposals Posted	
Pre-Proposal Teleconference	
Individual Firm Walkthrough	10/17 - 10/21/2016
Final Questions Due	
Question Responses Complete and Distributed	
Proposals Due	
Evaluations Completed	
Health District Selection Made	
Contract Finalization/Award	
Project Start	

B. Designated Contacts/Questions:

Questions about this RFP may be e-mailed to the Health District authorized agency contact e-mail addresses as listed below:

Health District Contact Persons: Loni Benard and Gabi Montaldo **E-Mail Address:** <u>benard@snhdmail.org</u> and <u>Montaldo@snhdmail.org</u> **Phone:** (702) 759-1244 and (702) 759-1215

Answers to all questions asked will be available on the Health District's website at <u>http://www.southernnevadahealthdistrict.org/public-notices.phpp</u>, posted as an addendum to the RFP.

CONTACT WITH HEALTH DISTRICT DURING THE RFP PROCESS: Communication with any person other than the designated contacts concerning the selection or award of this contract is prohibited from the time the Request for Proposal is advertised to the time of the award. Questions concerning the Request for Proposal shall be directed <u>only</u> to the designated contacts. All questions that are asked will be posted on Health District's web site under Public Notices. **Failure of a PROPOSER, or any of its representatives, to comply with this paragraph will result in their proposal being rejected.**

C. Pre-Proposal Conference and Walk Through:

A telephone pre-proposal conference will be held on October 11, 2016 at 1:30 p.m. pacific time. The conference will be via call in number only.

- The call in number is 1-877-820-7831
- Passcode 776728

The RFP will be summarized and any questions answered. All questions/responses will be available as an addendum and posted on the Health District website (see paragraph B.

above). The individual firm walkthroughs will also be discussed at the pre-proposal conference and information provided on how to schedule a day and time. Potential proposers interested in attending the teleconference and the walkthrough are requested to complete Attachment B and e-mail to the two contact persons listed in paragraph B above prior to October 14, 2016. All firms who return Attachment B no later than 3 p.m. October 14, 2016 will be contacted to schedule a day and time for the walkthrough.

D. Proposal Due Date, Time, and Location:

Date: November 21, 2016 **Time:** 4:00 pm **Submittal:** Submit your proposal in a sealed envelope clearly marked: "SNHD-9-RFP-17-001, Printer Services" and mail to:

Southern Nevada Health District Finance Services Department Material Management Supervisor P.O. Box 3902 Las Vegas, NV 89127

If Hand-Carried. (Monday through Friday, 8:00 AM to 4:00 PM) 280 S. Decatur, Las Vegas, NV 89107. Please call (702) 759-1244 or (702) 759-1215 from the lobby. Faxed proposals will not be accepted.

- **E. Proposal Submission:** The original Proposal plus one copy and one electronic copy on a flash drive must be submitted in a sealed envelope marked SNHD-9-RFP-17-001, Printer Services. It is the proposer's responsibility to ensure their Proposal is received by Health District by the date and time specified above.
- **F.** Late Proposals: Proposals received and/or date stamped after the Proposal Due Date and Time are late and will not be considered by the Health District.

G. Receipt and Opening of Proposals:

- 1. Proposals received prior to the advertised hour of opening will be time stamped and kept securely sealed. Time of receipt will be determined by the procurement office time stamp. Proposals received after the specified date and time of proposal opening are late. Late hand-carried proposals shall not be accepted. Proposals received by other methods shall remain unopened in the proposal file.
- 2. No responsibility will attach to the Health District or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified.
- 3. The proposal acceptance period shall extend for a period of ninety (90) calendar days from the date of proposal opening for the purpose of proposal evaluation and award unless otherwise stated elsewhere in this solicitation.

SECTION V. INSTRUCTIONS TO PROPOSERS

Proposals entitled for consideration must be made to the Health District in accordance with the following instructions:

A. Preparation of Proposals:

- 1. Proposals must be printed in a font no smaller than 12 point on $8\frac{1}{2}$ x 11" paper.
- 2. Proposals, along with all required documents, must be submitted in the manner described herein.
- 3. By responding to this RFP, proposer certifies that it has not communicated with any employee or member of Health District in a manner that might provide that proposer an advantage over any other proposer. A violation of the foregoing is cause for rejection of that particular Proposal without further consideration.
- 4. By submitting a Proposal, proposer certifies that he/she understands, agrees with, and will abide by, the terms and conditions set forth in this RFP.
- 5. All costs incurred by the proposer in the preparation of a Proposal responding to this RFP are the responsibility of the proposer and will not be reimbursed by Health District.
- 6. **Proposals are not to contain confidential/proprietary information.** Health District is subject to Nevada Public Records statutes. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the proposer and not be considered for award.

B. Submission Requirements

To be considered responsive, a proposal must contain the following:

- 1. Detailed description of the machines proposed. These machines identified will be the machines priced in Attachment C. Provide a purchase price for the equipment as well as 3 different term lease options and 3 different term lease to own options. The lease option will be structured as a base equipment lease payment per digital copier/printer with a separate maintenance agreement based on the specified maximum number of pages printed with a overage per click charge or based on maintaining and replacing parts/toner as required.
- 2. Include in your proposal how you plan on examining number of copies printed at each machine to verify the proper equipment is in place and is properly utilized. Outline a method to replace under or over utilized equipment.

- 3. Response time for service calls. Prompt, reliable service is required.
- 4. Specific training for all staff and system administrators who will be working on this requirement.
- 5. Include warranty being provided.
- 6. Provide a statement that a full set of replacement toner cartridges will be available at each location at all times and for each device.
- 7. Describe your company's core capabilities and business approach.
- 8. Employ or hire part-time or temporary worker to support our locations.
- 9. Does your firm perform criminal background checks on newly hired employees before they perform maintenance services at the Health District?
- 10. Will your firm provide training to Health District personnel on use of multi-function machines and on production printers.
- 11. Provide a least three references with contract information (Attachment D) where you provided similar machines and maintenance services. At least one of the references should be of comparable size to number of machines to be provided to Health District.
- 12. Complete and return Attachments A (Proposal Form), Attachment B (Equipment Proposed), Attachment C (Price Schedule), Attachment D (References), and Attachment E, (Questionnaire for Proposers), along with any backup and supporting documentation.

Proposals which fail to address each of the submission requirements above may be deemed nonresponsive and will not be considered further. The Health District's evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered nonresponsive.

SECTION VI. EVALUATION AND AWARD

The Health District intends to award a contract to the highest scoring overall responsible, responsive bidder;

- A. Evaluation Procedures: All proposals accepted by the Health District will be reviewed to determine whether they are responsive or nonresponsive to the requisites of this RFP. Proposals that are determined by Health District to be nonresponsive will be rejected. The Health District's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Health District reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Health District deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Health District reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best programmatic, technical and price terms.
- **B. Evaluation Criteria:** Proposals will be evaluated by Health District staff. Evaluations will be based on criteria outlined herein which may be weighted by the Health District in a manner it deems appropriate. All proposals will be evaluated using the same criteria. The following evaluation criteria are listed in order of importance:
 - Lease cost
 - Maintenance contract cost
 - Personnel costs
 - Cost per black and white copies over minimum (overage)
 - Cost per color copy over minimum (overage)
 - Type of machine proposed and capabilities of that machine
 - Mobile printing
 - Secure printing
 - Printing speed
 - Reliability, service response time and local service availability
 - Memory
 - Tracking software that monitors toner levels, click counts and malfunction alerts
 - Tracking software that recommends end user options to print to production copiers
 - Dual-Scan Document Feeder capacity
 - Drivers
 - Network connectivity
 - Staff training on production printers and multi-function machines
 - Experience installing and maintaining similar systems
 - References

ATTACHMENT A PROPOSAL FORM

The undersigned, as an authorized representative of the company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein at the prices stated.

Company Name:	
Signature:	Date:
Printed Name and Title:	
Address:	
City/State/ZIP:	
E-Mail Address:	Phone Number:
Business License Number:	Federal Tax ID Number:
noted in writing, and attached to the Proposa stating them in writing on a separate sheet	
ACKNOWLEDGMENT OF ADDENDA: The signer of this form acknowledges receipt	t of the following addenda:
Addendum No Addendum No Addendum No	Dated
Or No Addenda were received in connection with	
I am the manufacturer of the products a	and services in this proposal

____ I am a vendor of the products and services in this proposal, and I have attached letters from the manufacturers of all proposed items.

ATTACHMENT B PRE-PROPOSAL CONFERENCE

I will be calling into the pre-proposal conference on October 11, 2016 and plan on scheduling a walkthrough of the Health District main facility located at 280 S. Decatur Blvd, Las Vegas, Nevada 89107, to ensure my firm is familiar with the electrical and data available at each site, networking, production copy room size, etc.

Company Name:		
Location:		
	NAME	TITLE
Persons(s) Attending Pre-Proposal Teleconference:		
Person(s) Attending Walk-Through:		

ATTACHMENT C PROPOSED EQUIPMENT

Provide a list of proposed equipment and all backup documentation supporting the equipment proposed, including brochures. You may propose no more than two (2) different types of machines per category (Equipment Type).

Equipment Type		Manufacturer	Model	PPM
Production	Color			
Production	B&W			
Multi-Use	Color			
Multi-Use	B&W			
Desktop	Color			
Desktop	B&W			
		lanufacturer and/or Model (Noppy Attachment D and provide s		
Production	Color			
Production	B&W			
Multi-Use	Color			
Multi-Use	B&W			
Desktop	Color			
Desktop	B&W			

ATTACHMENT D PRICE SCHEDULE

Company Name: _____

The Health District is seeking multiple pricing options to review and will select the method which best meets its needs. Please provide pricing for all options your firm is able to provide. The option which best works for the Health District will be used and all proposer's will be compared using that selected option.

PURCHASE COST								
Item Type Estimated Quantity* Each Total								
Production Printer Lease	Color	1						
Production Printer Lease	B&W	2						
Multi-Function Printers Lease	Color	25						
Multi-Function Printers Lease	B&W	20						
Desktop Printers	Color	20						
Desktop Printers	B&W	80						

* Quantities are for pricing purposes only; actual quantities purchased/leased may be different.

LEASE COST							
Item	Туре	Term	Monthly Lease Amount LEASE	Annual Lease Total	Lease Total		
Production Printer Lease	Color	3 year	LEAGE				
Production Printer Lease	B&W	3 year					
Production Printer Lease	Color	4 year					
Production Printer Lease	B&W	4 year					
Production Printer Lease	Color	5 year					
Production Printer Lease	B&W	5 year					
Multi-Function Printers Lease	Color	3 year					
Multi-Function Printers Lease	B&W	3 year					
Multi-Function Printers Lease	Color	4 year					
Multi-Function Printers Lease	B&W	4 year					
Multi-Function Printers Lease	Color	5 year					
Multi-Function Printers Lease	B&W	5 year					

LEASE TO OWN - \$1 Buy-Out								
Item	Туре	Term	Monthl Lease Amoun	-		al Lease otal	Lease Total	
Production Printer Lease	Color	3 year						
Production Printer Lease	B&W	3 year						
Production Printer Lease	Color	4 year						
Production Printer Lease	B&W	4 year						
Production Printer Lease	Color	5 year						
Production Printer Lease	B&W	5 year						
Multi-Function Printers Lease	Color	3 year						
Multi-Function Printers Lease	B&W	3 year						
Multi-Function Printers Lease	Color	4 year						
Multi-Function Printers Lease	B&W	4 year						
Multi-Function Printers Lease	Color	5 year						
Multi-Function Printers Lease	B&W	5 year						
		LEA	SE TO OW	N	Г			
Item	Туре	Term	Buyout Price	L	onthly aease nount	Annual Lease Total	Lease Total	
Production Printer Lease	Color	3 year						
Production Printer Lease	B&W	3 year						
Production Printer Lease	Color	4 year						
Production Printer Lease	B&W	4 year						
Production Printer Lease	Color	5 year						
Production Printer Lease	B&W	5 year						
Multi-Function Printers Lease	Color	3 year						
Multi-Function Printers Lease	B&W	3 year						
Multi-Function Printers Lease	Color	4 year						
Multi-Function Printers Lease	B&W	4 year						
Multi-Function Printers Lease	Color	5 year						
Multi-Function Printers Lease	B&W	5 year						

TOTAL PER CLICK CHARGE*							
Item	Туре	Monthly Maximum	Monthly Cost	Total Annual Cost			
Production Printer - per click charge	Color	16,000					
Production Printer - per click charge	B&W	135,000					
Multi-Function Printer - per click charge	Color	30,000					
Multi-Function Printer - per click charge	B&W	200,000					
Desktop Printer – per click charge	Color	200,000					
Desktop Printer – per click charge	B&W	20,000					
COST PER CLICK IF OVER TH	E MAXIM	UM AMOUN	TS ABOVE	-			
Item	Туре	Qty		each overage click			
Production Printer Usage – overage per click	Color	1					
Production Printer Usage - overage per click	B&W	1					
Multi-Function Printers Usage - overage per click	Color	1					
Multi-Function Printers Usage - overage per click	B&W	1					
Desktop Printer – overage per click	Color	1					
Desktop Printer – overage per click	B&W	1					
			·				
MAINTENANO	CE/SUPPL	IES**					
Item	Туре	Qty	Cost Each	Total Cost			
Production Printers	All	3					
Multi-Function Printers	All	44					
Desk top printers	All	107					

* Per click means printing one piece of paper, regardless of paper size or type of paper. This per click charge will also include all maintenance, toner, ink cartridges, staples, etc.

** This pricing will be for maintaining printers, regardless of number of sheets of paper printed.

OTHER OPTIONS ITEMS						
Item	Term	Cost per Month	Cost per Year			
Part-time employee on site to perform maintenance, emergency repairs, replacing toner, clearing complicated paper jams, etc. NTE 20 hours/week	12 months					
List any additional optional items you may to have considered. The items listed below will not be considered in the evaluation of proposals.						

ATTACHMENT E REFERENCES

Provide three references, at least one of which an equal size project to this requirement. You may provide up to five references.

Organization	Contact Person		Products/Services Provided		
	Name:				
	Title:				
	E-Mail:				
	Phone:				
	Name:				
	Title:				
	E-Mail:				
	Phone:				
	Name:				
	Title:				
	E-Mail:				
	Phone:				
OPTIONAL ADDITIONAL REFERENCES					
	Name:				
	Title:				
	E-Mail:				
	Phone:				
	Name:				
	Title:				
	E-Mail:				
	Phone:				

ATTACHMENT F QUESTIONNAIRE FOR PROPOSERS

Please complete and include this form with your proposal.

- 1. Have you ever done the same or similar work for other local or state government entities? If yes, please complete the following:
 - ____YES ____NO
 - a. Name of entity:
 - b. Where and when the work was performed:
 - c. Type of machines proposed to that entity (number and type of machines, leased or purchased, maintenance agreement (per click or for services rendered), etc.
- 2. How long has your company been in business? What experience or qualifications does the company and employees posses?

3. Where in your main office located? Do you have a local office? If yes, provide street address.

ATTACHMENT G SAMPLE CONTRACT

THIS SERVICES AGREEMENT is by and between the Southern Nevada Health District ("Health District") and XXX ("Contractor") (may be individually referred to as "Party" and collectively, referred to as "Parties").

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, Contractor is an XXX and has agreed to provide the services listed in Attachment A, Scope of Work; and

WHEREAS, Health District and Contractor desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

- 1. <u>TERM AND TERMINATION</u>. This Agreement shall be effective from XX to XX, unless sooner terminated by either Party as permitted in this Agreement.
 - 1.01 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 1.02 Default by Vendor. The Agreement may be terminated by the County upon thirty (30) days written notice to Vendor in the event Vendor is in default under any of the provisions of the Agreement. In the event the Agreement is terminated due to the default by Vendor, Vendor will not be entitled to receive any compensation for Services performed or for any Reimbursable Expenses incurred.
 - 1.03 Automatic Termination. The Agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of business; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement, renewal periods or month to month option.
 - 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 2. <u>INCORPORATED DOCUMENTS</u>. The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK ATTACHMENT B: FEE SCHEDULE

- 3. <u>COMPENSATION</u>. Contractor shall complete the services in a timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto. Contractor will be paid as provided in Attachment B: Payment.
- 4. <u>STATUS OF PARTIES; INDEPENDENT CONTRACTOR</u>. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to the

performance of services pursuant to this Agreement. In the performance of such services, Contractor and any person employed by or contracted with Contractor shall at all times act as and be an independent contractor, and not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.

4.01 Contractor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding, and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

5. <u>BOOKS AND RECORDS</u>.

- 5.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
- 5.02 Health District shall, at all reasonable times, have access to Contractor's records, calculations, presentations and reports for inspection and reproduction.
- 6. <u>CONFIDENTIALITY</u>. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or personally identifiably information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 7. <u>BREACH; REMEDIES</u>. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.
- 8. <u>WAIVER OF BREACH</u>. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 9. <u>LIMITED LIABILITY</u>. The Health District will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 10. <u>FORCE MAJEURE</u>. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public

transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and, the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

- 11. <u>INDEMNIFICATION</u>. Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 12. <u>NON-DISCRIMINATION</u>. As an Equal Opportunity Employer, Contractor has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Contractor employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. Contractor likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 13. <u>SEVERABILITY</u>. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 14. <u>ASSIGNMENT</u>. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 15. <u>PUBLIC RECORDS</u>. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 16. <u>PROPER AUTHORITY</u>. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 17. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 18. <u>AMENDMENTS</u>. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 19. <u>GOVERNING LAW</u>. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark Health District, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
- 20. <u>NOTICES</u>. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.