

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
July 22, 2009**



INVITATION FOR BID #09-9900

REQUIREMENTS CONTRACT FOR NETWORKED DIGITAL MULTI-
FUNCTION DEVICES AND RELATED SERVICES

DUE: 2:00 PM, August 13, 2009

*Invitation For Bid Prepared By
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Senior Contract Officer
Purchasing Department
www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp*

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision E of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-E is necessary.

4. DENIAL OF WITHDRAWAL OF BID: (Code of Virginia 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **INVOICES:** Invoices for items ordered and delivered shall be submitted by the contractor in accordance with the "Send Invoice To" address shown on the purchase order. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
10. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
11. **FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the County.
12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.
13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such

infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.

16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.
17. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
 - e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.

- f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - g. The resale value, life cycle costing and value analysis of a product.
 - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 - i. Timely delivery of goods or timely completion of services as stated by bidder.
 - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
 - k. Inventory capability as it relates to a particular bid.
 - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **ADDENDA:** Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/Purchasing.aspx. Each bidder is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **MODIFICATION:** The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
29. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
30. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

31. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

32. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.

33. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.

34. **REQUIREMENTS CONTRACTS:**

- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
- b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
- c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
- d. The County may award a bid to a single contractor or to multiple contractors.
- e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
- f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
- g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
- h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
- i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

- j. The County has the right to extend this contract up to and not to exceed one hundred eighty (180) days following any term on the contract.

35. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 36. **ENVIRONMENTAL MANAGEMENT:** Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.
- 37. **SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.
- 38. **COOPERATIVE PROCUREMENT (Use of contracts by other public bodies):** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *CODE OF VIRGINIA*. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield Contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 39. **CONTRACTOR BACKGROUND CHECKS:** In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 40. **SENSITIVE INFORMATION HANDLING:** Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside

temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/county Information Security Manager and Chief Information Officer or designees.

41. **PRECEDENCE OF TERMS AND CONDITIONS:** Any and all Special Terms and Conditions contained in this Invitation for Bid that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General Terms, Conditions, and Instructions. If no changes or deletions to General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.
42. **VENDOR REWARDS/GIFT PROGRAMS:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
43. **SECTION 2.2-4311.1 CODE OF VIRGINIA – ILLEGAL IMMIGRANTS:** The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Revised: July 14, 2009

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA 23832-0001
(804) 748-1617

IFB Prepared By:

**Martin W. Franciscus, CPPB
Senior Contract Officer**

Invitation for Bid Number:

09-9900

July 22, 2009

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, until, but no later than **2:00 p.m.** local time prevailing, **August 13, 2009**, and then publicly opened and read aloud for **establishing a requirements contract for Networked Multi-function Devices for Chesterfield County.**

IMPORTANT NOTIFICATION:

The Purchasing Department will be moving from its current location at the beginning of August and will no longer be located in the 5-Story Administration Building. The exact move date has not been determined at this time. The street address will remain unchanged and the new location is Room 118 on the first floor of the three story building adjacent to the 5-Story Administration Building (enter through lobby of 5-Story building). Bidders who elect to hand deliver their bids on the day of the bid opening are cautioned to allow extra time to assure timely receipt of the bid.

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. **Mark outside of your envelope with Invitation for Bid #09-9900 and opening date of bid.**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at www.chesterfield.gov/Purchasing.aspx.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS:

Women-Owned Business (WOB) - a business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interests is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens. (*Code of Virginia 2.2-1401*)

Minority-Owned Business (MOB) – a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-1401*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish a requirements contract with firm pricing for networked digital multi-function devices on (1) an outright purchase and (2) on a cost per copy basis. Multi-function devices are defined as copiers which will copy, network print, network scan, and fax, and which may include finishing (stapling, stitching, collating, 3-hole punching, folding), all on one device.

For purposes of this IFB, although the word "copier" will be used, the meaning is "multi-function device" as defined above. "Cost per copy" means "cost per meter click", the County will only pay the monthly total meter click charge per each copier, and not a charge based on, for example (only), one amount for single-sided copies and a different amount for double-sided copies, or one amount for 8.5 X 11 copies and another amount for 8.5 X 14 or 11 X 17 copies; etc.

Copiers are defined in terms of four categories as outlined in this IFB.

Copiers shall be brand new (never installed at another customer's site, or in a company demo room, or used as a demo copier or as a "loaner") or remanufactured. Remanufactured copiers shall be certified by a contractor's own remanufacturing center as clean, refurbished with working parts, conforming with specifications for new copiers, and fully operational.

All Category I copiers shall be brand/newly manufactured and carry a minimum ninety (90) day warranty. All Category I copiers shall be from one manufacturer, and all shall be identical. Remanufactured copiers shall not be accepted for Category 1.

All Category II, III, and IV copiers shall be one (the same) manufacturer's brand; no mixing of brands among several manufacturers will be accepted. As an example, if bidder is a distributor/dealer for ABC Copiers and for XYZ Copiers, all copiers listed in the response to this IFB should come from either ABC or from XYZ, NOT a mixture of both brands. Category I copiers do not have to be from the same manufacturer as the copiers in Categories II, III, and IV, which shall come from the same manufacturer.

TERMS OF CONTRACT

The initial term of this contract shall be effective from January 1, 2010 through December 31, 2010.

RENEWAL OF CONTRACT

Chesterfield County may renew this contract for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of extension. Upon a determination by the county to renew this contract for an additional term, written notification will be given to the contractor.

1. If the county elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by no more than the percentage increase/decrease of the Consumer Price Index for all Urban consumers (CPI-U), U.S. City Average, for the expenditure category "Information Technology, Hardware and Services" as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/>).
2. If during any subsequent renewal periods the county elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year period shall not exceed the contract price(s) of the most recent renewal period increased by no more than the percentage increase/decrease of the Consumer Price Index for all Urban consumers (CPI-U), U.S. City Average, for the expenditure category "Information Technology, Hardware and Services" as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/>).

SPECIAL TERMS AND CONDITIONS**Contract Price Reductions**

The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the contractor a reduction in the compensation paid to the contractor that is less than the compensation initially agreed to by the contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary, the County may terminate this contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the contractor to an amount which the County determines to be appropriate.

Insurance

A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate does not need to accompany the bid.

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County and Chesterfield County School Board as additional insured**. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies rated no less than VII and A by A. M. Best Company.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with Virginia statutory limits and Employers' Liability Insurance of \$500,000 per accident/disease.
2. Commercial General Liability - \$1,000,000 (CSL) per occurrence.
3. Automobile Liability - \$1,000,000 (CSL) per occurrence.
4. Umbrella Liability Insurance - \$1,000,000 per occurrence.

All insurance policies under coverages 2 and 4 above shall name the County, as additional insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.

Instructions Regarding Insurance Certificates

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name Chesterfield County and Chesterfield County Public Schools as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "Description" where the language may be inserted as follows:

Chesterfield County and Chesterfield County School Board is additional insured or that Chesterfield County and Chesterfield County School Board is additional insured with respect to General Liability; and/or Umbrella Liability policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County and Chesterfield County School Board may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

3. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP #

4. Certificate of Insurance must be signed.

ADDITIONS

Additions or deletions to the copier "fleet" resulting from adding a new copier or returning a copier to the Contractor, or upgrading an existing one shall not constitute an amended contract, as the contract resulting from this IFB concerns a Contractor providing necessary copiers to the County, and not a pre-determined number of such copiers. A Contractor whose internal business processes are such that the addition, removal, or upgrade of a copier assert the necessity for a "contract amendment" shall be required to acknowledge that the County does not consent to any interpretation of the pre-existing contract that is deemed by the Contractor to be "amended" as a result of adding, removing, or upgrading any copiers, in any regard, but with a particular emphasis on different (higher) billing.

MANUFACTURERS DISCONTINUENCES

Should, during the course of the contract, any copier that is accepted under contract be discontinued by the manufacturer and replaced with another model, the Contactor shall provide written notification to the County. Upon acceptance by the County, a written addendum to the contract will be issued identifying and adding the replacement copier and deleting the discontinued model from the contract.

OTHER CHARGES

The County shall not pay any delivery charges, shipping charges, surcharges, or late fees imposed on any incorrect invoices submitted by the contractor relative to this IFB.

The Contractor shall provide to the County all copiers, all supplies including staples/stitcher wire with the exception of paper, all maintenance on all copiers and all accessories, and all training, for the entire period of the contract. All copiers will be delivered with all features installed and enabled, especially, but not limited to, scanning and faxing. The County reserves the right to not provide internal technical or parts/material support for any copier installed on its premises, but copiers shall always be delivered with all features installed and enabled by Contractor. Should any copier not function properly as a result of being identified by the County as not internally technically supported, Contractor may be required to disable the feature that is being problematic if by so doing, the other features on the copier in question will then operate properly. Contractor shall perform any such feature disabling at no cost to the County.

The estimated number of copiers and copies are provided and attached as Attachment #1. These are strictly estimates based on current and historical data. Attachment 1 is not a commitment to contract, but is intended to provide potential bidders with an estimate of potential contract volume. The County reserves the right to increase or decrease volumes of copiers and/or copies at any time as actual volumes may determine.

All copiers provided shall be basic digital copiers ready for modular connectivity to the County's Ethernet network. All copiers shall be equipped with internal network interface cards by means of which the copier may be attached to the County's network.

County departments may request upgrades and/or the addition of other modules as deemed appropriate; Contractor shall proceed only after receipt of authorization of the Chief of Administrative Services (COA) in the Department of General Services, (804) 748-1398 and in any event, Contractor shall first provide confirmation of any and all additional costs to be incurred by the County as a result of any upgrades or add-ons. "Upgrade" is defined as replacing one discrete copier with another copier that has increased copies-per-minute output speed and one or more additional features, and which has a higher lease cost than the copier being removed. In addition, all copiers shall also be PCL6 and Postscript level 3 compatible, Ethernet, TCP/IP able, come equipped with a full complement of Microsoft Windows drivers and fonts, including the use of Universal Drivers, and be equipped with sufficient memory that all jobs can be run from a queue without interruption. It shall be the Contractor's responsibility to ensure their copiers are able to fully operate/run on the County's various systems (Windows XP, Windows Vista and Windows 7).

Should the County, at any time during the term of this contract switch or upgrade its PC operating systems the sole responsibility for providing any and all software upgrades to any and all PC's and copiers shall rest with the Contractor. In the event that Contractor's technicians or installers require assistance or input from County Information Systems & Technology Department staff, Contractor shall coordinate with the COA and arrange ahead of time for some mutually convenient time to work with IST staff to resolve the issues. At no time shall the Contractor or Contractor's technicians or installers install any software or make any changes to any County computers without prior approval from County's Information Systems & Technology Department Management.

Currently, the Chesterfield County Public Schools (Schools) participates on a limited basis in the contract. However, the Contractor shall have the responsibility and capability to fully service the Schools should the Schools decide to participate at either a partial or full level.

The County intends to purchase outright Category I copiers. The copiers which are being purchased outright shall be limited to low volume equipment capable of outputting a minimum of 2500 copies per month. All bidders shall take into consideration the possible impact on their offering where the convenience copier fleet is concerned if in fact the cost-per-copy required offering for that convenience copier fleet will be affected (and it may not be) by the subtraction of these copiers (very low volume) from bidder's offering. The outright purchase option shall also include the cost and listed average yield of each type of consumable and the service cost for each of these copiers. County personnel perform basic services for Category I copiers, including adding toner, fuser agent, etc. Software installed on all purchased copiers shall be the absolute most recent version/level/release available for each type and model of copier at time of install, and should any newer release/version/level of software become available within one hundred and eighty calendar days (not work days) of install for any or all purchased copiers, Contractor shall upgrade any such copiers with that newest software release at no cost to the County. All other stipulations and requirements that are noted elsewhere in this IFB for the leased convenience copier fleet shall be in force in every respect for these purchased low volume copiers as well, and note that all billing shall be as is described elsewhere in this IFB for the convenience copier fleet. All purchased equipment shall be covered under the manufacturer's normal warranty, if no manufacturer's warranty is available, the Contractor shall warranty all purchased equipment for a period of ninety days.

The bidder shall include, as part of his bid, a very specific description of what types of service are and are not included in a service plan, including hardware, software, and network connectivity and on-going network support, as well as rates for after-hours and weekend and holiday service charges. The County may, or may not, opt to purchase a service plan.

SPECIFICATIONS

EQUIPMENT

The copiers shall be digital and consistent with recommended volumes of the manufacturer of the equipment furnished. Consoles or stands shall be required to be furnished by the Contractor for all Category II, III, IV copiers. If model bid ceases to be available during the life of the contract, the Contractor and County will mutually agree on a substitute for additional or replacement installations; any such substitute shall be equal to or greater than the copies-per-minute output speed of the copier model which is no longer being offered, and shall meet all of the following requirements:

- a. There is no upward change in any pricing whatsoever attendant to these model copiers. This includes, but is not limited to, monthly lease payments, meter click charges, cost of service, cost of consumables, cost of updates, cost of software, cost of features, and any and all other costs associated with these copiers, including installation, testing, user training, and technical assistance provided by the Contractor. The County will accept a price decrease, but not a price increase.
- b. Copier shall only be installed if Contractor's service personnel have been fully trained on that copier.
- c. The new copiers do not require a larger floor space "footprint" or have greater electrical requirements – including networkability – and the existing space must be considered as meeting all space requirements for the new copier even if the replacement copier is physically larger.
- d. The copiers shall not cause the County to have to expend more monies in order to place these copiers on our network.

- e. The copiers have the precise same standard feature sets – or better – as the current models noted on this contract, and that these copiers have the precise same *non*-standard feature sets as the copiers noted on this contract, should the County desire to upgrade a copier.
- f. If a copier referenced in Contractor's response to the County has to be replaced with a substituted copier, all network printing functionality that existed on the copier being removed or on the copier formerly offered shall also exist on the new model being substituted; if any printing functionality is lost, Contractor shall upgrade the replacement to whatever model does possess the network printing functionality, at no cost to the County above what the County would have paid had Contractor's original substitute copier worked properly.
- g. If Contractor must install software on the substituted copier in order to make the features that worked on the replaced copier work just as well on the replacement copier, Contractor shall provide the software and the training for it at no cost to the County, even if the new software is deemed to be "value added": functionally better and offers additional capabilities that were not present on the replaced copier. "Work-arounds" – contrived processes for accomplishing the capabilities of the model copier which is no longer being offered, – which create extra work for the users and/or the County's technical staff and are offered by the Contractor because the County refuses to agree to additional costs for implementing the replacement copier, shall not be permitted.
- h. If the County and the Contractor cannot agree on a copier that would fulfill all the requirements for a substitution listed in this IFB, then Contractor shall agree to install the next higher level of copier listed in Contractor's response to the IFB, but at the same cost in every respect as the copier that is no longer available. Nothing that will result in the County having to expend more dollars in order to accept this change is agreed to.

Category 1 copiers shall be new. Category II, III, and IV copiers shall be new, or newly manufactured, or OEM (Original Equipment Manufacturer) certified remanufactured at time of initial installation.

- a. "New" copier is defined as newly assembled for first-time use with new components, never previously installed at any other location including contractor's own demo room, and never used as a demo or "loaner" copier. It shall be eligible for a minimum ninety day warranty. "OEM remanufactured" is defined as a previously leased, rented, or otherwise used copier that has been returned to the manufacturer (not necessarily the distributor/dealer) for refurbishing with working parts, thorough cleaning to possibly include repainting, and certification as "like new". No remanufactured copier shall be permitted to be installed on County premises if it is unserviceable, unsightly, dirty or broken in any way.
- b. All copiers shall not have restrictions on the type of paper that may be used, i.e. recycled bond or 25% cotton. The County shall not consider copiers that do not accept recycled paper as an original and as the paper being copied onto, and laser printer generated originals.
- c. All copiers shall be capable of, and equipped with, internal Ethernet network interface cards.

EQUIPMENT CATEGORIES

The County has determined from analysis of its past usage that four segment (volume bands) levels or categories of copying equipment will be needed to meet the County's requirements. They are:

- a.

CATEGORY I	1 – 2,500 copies per month; all such copiers will be purchased
CATEGORY II	Up to 12,000 copies per month, with an output speed of 22 - 28 copies per minute; all such copiers will be leased on a cost-per-copy basis

CATEGORY III	Up to 20,000 copies per month with a minimum speed of 42 - 50 copies per minute; all such copiers will be leased on a cost-per-copy basis
CATEGORY IV (ONE copier only)	Up to 50,000 copies per month with a minimum speed of 55 – 65 copies per minute; copier will be leased on a cost-per-copy basis

- b. Copiers which are rated at somewhat different copies-per-month will be considered, provided they exceed the number of copiers per month; for example, a copier which is rated for 1 – 5,000 would be considered in Category I, as would a copier rated at 5,000 – 20,000 for Category II. However, the quantities as shown are minimums and should be used as a basis for the bid.

EQUIPMENT FEATURES

The following features shall be required on all categories of equipment:

- a. #4 bond to 25% cotton paper;
- b. Recycled paper;
- c. Accept various weight text paper - 16 to 60 pound;
- d. Copy from bound volumes;
- e. Copy from all colors;
- f. Make transparencies;
- g. Copy onto pressure sensitive labels;
- h. Automatic stop at selected run length;
- i. Copy up to 11" x 17" as a copy size, (required for categories II, III and IV, optional for I)
- j. Stop copy button;
- k. Ability to duplex automatically (except category I which is manual)
- l. Bypass tray for feeding paperstock
- m. Function as a network printer (Shall be capable of printing from a Windows server in an Active Directory environment and support the use of "universal" print drivers. The copier shall have the capability of "secure" printing whereby the sender of the print job must release the job at the copier by entering a security code; vendors must point out if their offered copier does not support universal print drivers or the secure print feature.)
- n. Network scanning (Shall be capable of scanning to a network drive via SMB in a Windows environment; scanning to email is not a desired feature)
- o. Faxing
- p. Listed or approved by Underwriter's Laboratories, Inc.
- q. An operator's manual shall be furnished with each copier supplied;
- r. Copies produced by offered copiers shall be judged "acceptable" as determined by the County.
- s. Variable reduction/enlargement
- t. Automatic stapling or stitching (required for categories III and IV only, optional for I & II)
- u. A service adjustable "low power mode" set to activate after a half-hour of copier inactivity
- v. Meters should be remotely readable by Contractor service personnel; County SHALL NOT take meter readings)

The County requires that a small number (approximately a dozen) of its installed copiers be equipped with a security feature that shall ensure that confidential, private, and information which is otherwise not intended to be seen or revealed to any but a few very specific personnel can be totally deleted/wiped/erased/securely and irretrievably overwritten from the internal hard drives and/or other

electro-mechanical components of these copiers once the copy or print job or scanning/faxing has been completed. Typically, this feature is referred to as "data overwrite protection" or "image overwrite", and involves a minimum of three "passes" during which the data or image is randomly overwritten and then deleted or erased. It is unlikely that this feature would be installed on more than a dozen copiers of the County's convenience copier fleet. The copiers will all be Category II.

The County requires that any copier removed from service for any reason (repair, replacement, etc.) shall have all County data totally deleted/wiped/erased/securely and irretrievably overwritten from the internal hard drives and/or other electro-mechanical components of the copiers prior to the copiers leaving County property.

Should Contractor cease charging for some feature for which the County has been being charged, going forward, the County will cease paying for that feature on both subsequent AND pre-existing installs of copiers on which that feature is installed. The County will not seek or claim a refund for the time period in which that feature was being paid for.

SUPPLIES

For categories II, III and IV (but not Category I), the Contractor shall provide the County with copier service at a stated amount per copy. In addition to the use of the copier, the charge per copy shall include all consumables, except paper, such as, but not limited to, staples, stitcher wire, bookbinding tape, toner, developer, drums/photoreceptors, fuser oil, fuser lubricant, fuser agent, cartridges, etc., necessary to operate the copier and any/all of its features. All paper will be supplied by the County and should not be included in the cost per copy charge. Loading/installing any /all consumables required to operate the copier and any/all of its features with the exception of only paperstock shall be the responsibility of Contractor, especially as regards toner; note that this does not apply to Category 1 copiers. The Contractor shall maintain an ample supply (at least two weeks, but not more than 30 days) of materials at each copier location regardless of Contractor's usual corporate stance on stocking consumables at each copier location, and without regard to Contractor's internal issues or policies or inventory processes concerned with such stocking of consumables. Contractor shall maintain on the County campus at a secure, accessible location offered by the County, an adequate supply of any such consumables as are necessary for the proper operation of each copier, and in sufficient quantity that no copier installed in any County facility ever be allowed to "go down" because Contractor ran out of the materials required to keep all copiers operational; again, this does not apply to Category I copiers. The Contractor shall, at all times, be responsible for maintaining needed inventories, delivering to usage areas and rotating stock, if necessary. Occasional emergency orders may also be required. The County will provide space for the copiers, electrical power, network data wiring, Ethernet switching hardware and paper. All other expenses and supporting activities for the operation are to be the responsibility of the Contractor and shall be included in the cost per copy. Developer, toner, or other consumables which are the responsibility of the Contractor's service personnel shall be provided as needed during repair calls or regular preventive maintenance. All repair parts are also to be included. Copiers, parts, and all supply items furnished under lease shall remain the property of the Contractor.

MAINTENANCE

Equipment maintenance shall be performed on all category II, III, and IV copiers and all copier accessories by qualified Contractor maintenance personnel during regular office hours. Regular hours vary at administrative locations, but are generally 8:30 a.m. to 5:00 p.m., Monday through Friday. The Contractor is not required to provide services on the following recognized holidays: January 1 - New Years Day; Lee-Jackson Day, Martin Luther King Day; Memorial Day; July 4 - Independence Day; Labor Day; Veterans Day; Thanksgiving and the day after Thanksgiving; December 24 - Christmas Eve and December 25 - Christmas Day.

Service calls shall be responded to within four working hours of request for maintenance. The maximum allowable downtime for any one copier is two working days during any consecutive thirty-day (calendar) period. At the discretion of the County, lease payments shall cease on the sixth business day that any copier is not fully operational, and shall be resumed only when the copier is fully operational; note that any such lease payment that was withheld for lack of Contractor compliance will not be added back in when the copier is repaired, and will simply represent a loss of revenue to the Contractor. **Any copier that fails to be fully operational 98% of the time, computed quarterly, shall be replaced if requested by the County. Uptime/downtime shall be computed from Contractor's required report that provides maintenance record and reliability percentage for each copier.**

All service calls shall be acknowledged by communication from the Contractor's service technician within four hours of their having been phoned-in. A Contractor service technician shall be dispatched to all service calls within twenty-four (24) hours. Excluded from this requirement are delays resulting from acts of God, accidents, extreme weather conditions, strikes, civil unrest, or similar causes. The intention is that the necessary repairs be made. Twenty-four-hour dispatched response time applies to each service call and shall be monitored by the individual location. The Contractor shall have recourse to contest such records and shall bring any complaints to the attention of the Chief of Administrative Services (COA) in the Department of General Services, (804) 748-1398. Preventive maintenance shall be according to the Contractor's schedule and the Contractor's discretion. The Contractor's service technician shall check in and out with the key operator concerned. Each copier shall have a permanent record of copier maintenance. The County desires that the Contractor develop a reporting process that shall provide a maintenance record and a reliability percentage for each copier on a calendar quarterly basis.

All bidders shall provide pricing for after hours (calls placed outside of 8:30 a.m. through 5:00 p.m. on a day when the County is open for business as usual), weekend, and holiday service calls; the County does not expect more than a very few of such calls will ever be placed. Specific charges shall detail the hourly charge for the technician including any difference in hourly service charges based on what time of day the service call is placed or responded to. Moreover, all parts should be covered under existing service agreements (for purchased copiers, if any) and/or under the Contractor's offered cost-per-copy that covers the leased equipment.

In the event of total copier failure (a leased copier cannot be repaired or restored to its previous level of operability), Contractor shall replace, "like for like" at their own cost the failed leased copier with one of the following:

- a. The precise same copier; same model, same speed, same features, same capabilities, same connectivity, same price (or less); different serial number; or
- b. A copier from a newer "family" of copiers with the same or better (faster, etc.) speed, features, capabilities, connectivity; same price (or less) than the copier being removed, but under no circumstances or in any respect will the County pay MORE for the replacement copier than it was paying for the replaced copier; or
- c. A copier which is unquestionably better than the removed copier in regards to speed, features, capabilities, connectivity; same price (or less) than the copier being removed, but under no circumstances or in any respect will the County pay MORE for the replacement copier than it was paying for the replaced copier.

All such replacements are subject to the terms, conditions, requirements and specifications of this IFB.

The Contractor's maintenance personnel shall thoroughly clean up the work area and properly dispose of any residue after each maintenance action. Any cartridges or containers containing toner and/or

developer shall be enclosed in a leak proof plastic bag or other secure container to prevent spillage at the work site.

While the equipment is installed on the premises, the Contractor shall assume all responsibility for loss or damage except that caused by negligence, neglect or misuse on the part of County. Repairs caused by negligence or misuse by County shall be immediately brought to the attention of the COA. If misuse or negligence is documented and/or obvious, repairs shall be made at County's expense, that expense being defined as the Contractor's normal, verifiable time and materials charges for service taking place during normal business hours (8:30 – 5:00 P.M., Monday – Friday, excluding holidays). Note that even copier problems which are determined to be the fault of County personnel shall still be repaired according to the terms noted above.

METER READING AND COPY ALLOWANCE

The Contractor be responsible for, collecting meter readings monthly and shall develop a suitable method for recording the number of bad copies or copies run in the course of maintenance being performed. Each meter shall be read at or near the end of each month approximately between the 27th day of the month for which the meters are being read, and the 5th day of the following month. Meter readings shall be recorded on an Excel spreadsheet provided via e-mail attachment by the County to Contractor personnel, and this Excel spreadsheet shall function as the basis for Contractor's monthly invoice. Contractor's invoice shall match to within a few pennies (to accommodate rounding) the bottom line figure on the spreadsheet. In the event that a copier is not read in a given month, the normal base lease for that copier will be paid, but no payment will be made for meter clicks until the copier is read in subsequent months.

The Contractor shall not alter any cell in the spreadsheet referenced above, other than the cells left blank and unlocked for notation of the end meter read for each copier for the month being read, or from hiding any rows. In addition to the meter reads and the calculated monies owed to Contractor for lease and meter clicks, this spreadsheet will include extensive data for management analysis and interdepartmental chargebacks by County staff, which is of no concern to the Contractor. Note that all billing is done in arrears. As an example, the County pays both the monthly lease charges and the meter click charges in the month after they are incurred. All Contractor invoices shall reflect the dates for the month being invoiced; no language that suggest that "this invoice is for Contractor month X, but County month Y" will be permitted, and all invoices which are submitted with the incorrect dates will be rejected for payment and shall be corrected and resubmitted by the Contractor.

INSTALLATION AND SITE PREPARATION

The sites should not require any modification or preparation; most currently have a copier in use. Any proposed modification shall conform to OSHA requirements and are subject to County approval prior to the placement of any copier at any location. Supplies or equipment installed as part of the location's electrical system must be approved by Chesterfield County's Building and Grounds section before any work begins. Such modifications will become the property of Chesterfield County.

Installations shall comply with applicable rules of the National Electric Code. All electrical materials shall be UL approved or certified as being in compliance with the rules of the National Electric Code and meeting or exceeding standards of the Underwriter's Laboratories, Inc. The County will not make nor allow others to make alterations to the equipment or remove equipment other than as may be authorized by the owner or mutually agreed upon in change of site conditions.

TRAINING

The Contractor shall provide at his/her expense, all training required for the operation of any equipment at any site at any time. For locations with a large number of users, the Contractor may use "Key Operator"

concept and specifically train one or more individuals in depth. If a "Key Operator" or other trained personnel should leave a location, the replacement shall also be trained in a timely manner. An instructional manual is to be provided with each copier.

Note that training shall be provided at no cost to the County even for copiers which are outright purchased.

BILLING

All billing will be based on the actual calendar month and will be in arrears. Lease payments will be prorated based on the number of days in the month remaining after a complete install is verified. As an example only, if a copier is verified as being completely operational as of March 17th, then the lease payment will be prorated as 15/31 of the normal monthly lease payment; if a copier is verified as being completely installed on September 28, then the lease payment will be prorated as 3/30 of the normal monthly lease payment, etc. One monthly invoice reflecting total copies, total copy credits, and total charges including accessories is required; the total amount to be paid by the County must match the total reflected on the meter reading report for the applicable month

Each invoice shall bear a unique invoice number which must be referenced by the Contractor should any future credits, adjustments, or refunds be discovered to be due the County or payable by the County to the Contractor either through the Contractor's own internal audit processes or by the County itself.

No lease payments will commence on new installs until contractor technician verifies that copier is fully operational, including all features. Lease payments commence on the date the complete install is verified. In the event that some features are operational, and copies/prints can and are made, all meter clicks will be paid by County, but no lease payment will begin until the copier is fully functional, and that date will be deemed to be the official install date and the beginning of the lease.

The maximum term of this contract is sixty (60) months; the maximum number of invoices honored will therefore be sixty (60), and if the contract runs its full possible length of five years, the last invoice considered for payment will be for lease and meter clicks for the month of December 2014, due and payable in January of 2015.

All billing issues are governed by the contract arising from this IFB, and not by Contractor's policies or practices.

Invoice presented by Contractor shall match to within a few cents (due to rounding) the bottom line "amount due to contractor" as calculated on the spreadsheet upon which the invoice is paid.

INITIAL CONTRACT PHASE

Upon contract award, the County will notify each of the department heads of this copier service. Those offices requesting a first-time copier will channel their request to the COA. Only after being approved by the COA and upon the Contractor receiving notice of such approval from the COA may an installation proceed. The COA shall have the final authority and decision regarding placement of any copier and no new installation will take place without approval of the COA. New installations will be completed within eight (8) calendar weeks maximum after notification of placement approval. Note that this eight calendar week requirement is also applicable throughout the life of this contract whenever additional new copiers are requested by the County.

Assuming the contract remains in place for all five years, the Contractor will not be required to place any new copier or replace any four-year old copier within the last six months of the last year of the contract unless the five-year-old copier has been experiencing an incidence of repair considered prohibitive to the

efficiency of the user, in which case the copier will be replaced. In the interest of customer satisfaction, and if the County wishes it, the Contractor shall install a copier within the last six months of this contract if it elects to do so; any such copier installed may be remanufactured.

The Contractor shall begin installing the copiers during the last 2 weeks of December, 2009. During that period, the level of office activity and constituent support is somewhat reduced. All copiers shall be installed by January 15, 2010. Required training should take place as soon as practical, but not later than the week of January 26, 2010.

The Contractor shall coordinate the initial schedule of proposed copier installation dates with the COA. When the initial installation is completed, the Contractor shall provide a Master Copier listing showing: department name, location (building and room numbers), date of installation, copier make, model, accessories, serial number, and meter reading at install; additionally, Contractor shall assign a unique number to each installed copier, starting with #1; this will be the copier's "familiar name". This listing shall be updated by the Contractor whenever any changes are made.

The Contractor shall provide one Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing. The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.

UPGRADES AND ADD-ONS

During the course of the contract, the right is reserved by the County to upgrade existing copiers and to add additional copiers if the requirements and usage dictate the need. Contractor shall be responsible for a maximum of 6 upgrades annually – that is, one model removed and replaced with another model with increased features and performance, and which may cost more per month (lease only) than the model being upgraded – at no additional cost or penalty to the County. The County will not pay any costs associated with "buying out the remainder of the lease" for the copiers being removed in an upgrade scenario; Contractor shall simply remove the existing copier(s) and replace them with the higher grade copier(s).

LEASING OF COPIERS

Prices shall include shipping, insurance, freight, rigging, initial installation and final removal. During the life of the contract, it may become necessary to move a copier within a location or relocate it on another site. Copiers will not be moved without the approval of the County COA.

Contractor shall be responsible for relocating, moving and re-installation of copiers. The cost for moving, relocating and/or reinstalling copiers shall be provided in the PRICING SCHEDULE. This is without regard to the number of steps or stairs that Contractor personnel or hired movers must traverse when relocating a copier, and without regard to whether an elevator or a loading dock is available to be used, in either the starting location or the end location and without regard to the distance involved in the move. Contractor should be aware that on rare occasions, such moves may involve a matter of some miles, as opposed to simply moving a copier from one floor of a building to another floor in the same building, or from one building to a building nearby.

Changes required to keep the copiers at state of the art shall be at the expense of the Contractor. Software, parts, training, and labor involved shall be included in any the cost-per-copy price quoted.

Should a/any copier be deemed a "lemon" regardless, of manufacturing standards, all/any such copier shall be replaced immediately and at no expense to the County, if, in the sole opinion of the County, it is evident that repair calls are not due to negligence or misuse on the part of the County, the Contractor's

maintenance personnel are unable to resolve the problem and/or the repair frequency is so great as to detract from the intended use of the copier. Any copier so replaced shall be replaced with a copier that has the same copies-per-minute output speed, or greater, and the same feature set as the replaced copier, at a minimum; the lease, features, and meter click charges shall not be charged at a higher rate than that which was charged for the copier being replaced, unless the user department with the consent of the COA elects to upgrade the "lemon". In the event that the copier being replaced was a newly manufactured copier, the non-upgraded replacement copier may be a remanufactured copier only if the replacement takes place in the third, fourth, or fifth year of the contract; "lemons" shall be replaced with brand new copiers (never previously installed on the premises of any of Contractor's other customers, nor installed on Contractor's own premises as a "demo room" copier, and which are built with only new components) in years one and two of this contract. Any copier that was a remanufactured copier at install may be replaced with a remanufactured copier.

Contractor may upgrade copier models at any level for his/her own convenience or volume discounts, etc. For example, if a copier geared to the 1 - 12,000 category requires different supplies than the next larger model, contractor may choose to provide all larger size copiers, but does so with the understanding that the cost of the new copier(s) cannot exceed that of the cost of the copier(s) model it replaces. Downgrading (or removing) a copier requires the permission of the Chief of Administrative Services in the County's Department of General Services. Any copier upgrade may be precluded by space and electrical wiring considerations.

COUNTY GROWTH AND NEW FACILITIES

During the course of the contract, growth of the County and new or remodeled building facilities will occur. The new building sites will, in all likelihood, consolidate some departments that are currently decentralized. The copier needs of these departments may change as new buildings come online.

OPTIONAL FEATURES

All installed copiers shall include scanning and faxing already enabled; there shall be no features added-on to any copier installed on County premises and all installed copiers shall have all features installed and enabled at install. Contractor shall not include in its suite of offered copiers any copiers that lack installed and enabled scanning and faxing.

- * Scan to both .tif and .pdf formats.
- * Accept multi-page .tif.
- * Incorporation of a scanned document management system that allows for transfer of the scanned image to MS Office software (i.e. Word, Excel, PowerPoint).
- * Incorporation of a scanned document management system that includes optical character recognition (OCR)

COPIER SPECIFICATIONS/FEATURES

Each bidder shall confirm/reply in the space that the copier being offered meets each feature.

FEATURE	CATEGORY I	CATEGORY II	CATEGORY III	CATEGORY IV
Copier Model # and Brand				
New or Remanufactured				
Monthly Volume				
First Copy Out Time				
Copies Per Minute				
Paper Trays (How many?)				
Paper Capacity (Letter)				
Paper Capacity (Legal)				
Paper Capacity (11 X17)				
Total Capacity (All cassettes/trays)				
Size (H, W, D)				
Console Required? Y/N				
Reduction (% of Original Size)				
Enlargement (% of Original Size)				
Document Feed - Manual, Semi-auto, Auto				
Duplex - Manual, Auto				
Maximum Original Size				
Original				
Maximum Copy Size				
Paper Stock Weight				
Copy Countdown				
Maximum Number of Originals in Document Feeder				
Auto-tray Switching				
Network Scanning				
Stapling/Finishing				

BASIS OF AWARD

The County shall award to the lowest responsive and responsible bidder based on the Grand Total Amount or on a split award of Category I and Categories II, III and IV, whichever is deemed to be in the best interest of the County. Categories II, III and IV shall not be split awarded.

PRICING SCHEDULE

The County intends to outright purchase Category I copiers and lease, under a cost per copy basis, Categories II, III, and IV.

***** THE COST PER COPY/CLICK CHARGE SHALL INCLUDE ALL SERVICE AND CONSUMABLE SUPPLIES EXCEPT PAPER *****

EST QUANT	CATEGORY		PURCHASE PRICE		TOTAL
106 Copiers	CATEGORY I		/EA		\$
MANUFACTURER AND MODEL:					
1,050 EA.	TONER	PN & YIELD:	/EA		\$
500 EA.	DEVELOPER	PN & YIELD:	/EA		\$
TOTAL PRICE FOR PURCHASE OF CATEGORY I					\$
EST QUANT	CATEGORY	EST COPIES/MONTH	MONTHLY LEASE PRICE	COST PER COPY/CLICK	TOTAL MONTHLY COST
95 Copiers	CATEGORY II	630,038	/MO	/CL	\$
MANUFACTURER AND MODEL:					
24 Copiers	CATEGORY III	433,361	/MO	/CL	\$
MANUFACTURER AND MODEL:					
1 Copier	CATEGORY IV	39,028	/MO	/CL	\$
MANUFACTURER AND MODEL:					
TOTAL FOR CATEGORIES 2, 3 AND 4					\$
GRAND TOTAL FOR CATEGORIES 1, 2, 3 AND 4					\$

Moving/relocating copiers: _____/Per Copier

After hours service call: _____/Per Hour

Service Plan for Category I copiers: _____/Month

DELIVERY/TIME OR PERFORMANCE

Bidders are required to state the time of proposed delivery or project completion. Unless otherwise specified, bid the earliest delivery/completion possible. Bidders must insert a definitive time frame IN CALENDAR DAYS, within which delivery/completion will be made after receipt of order (ARO). Indefinite terms such as “promptly”, “stock”, “as soon as possible”, etc., will not be given consideration. **THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE DELIVERY TIME WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.**

Delivery in calendar days _____ -

ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bid:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

CONTRACTOR DATA SHEET
TO BE COMPLETED AND SUBMITTED WITH BID

QUALIFICATIONS OF BIDDER: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of commodity and service required for this contract.

_____ years _____ months

Number of qualified technicians currently employed in the Chesterfield area _____.

How many copiers can one technician adequately service per month? _____.

Provide a minimum of three (3) references that can substantiate past work performance and experience in the type of work required for this contract.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

1. _____

2. _____

3. _____

TERMS AND SIGNATURE SHEET

All bids shall be signed on the Terms and Signature Sheet in order to be considered.

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are _____

All prices shall be F.O.B.: Chesterfield, Virginia. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #09-9900 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act* 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority-Owned Business:	Yes _____	No _____
Women-Owned Business:	Yes _____	No _____
Chesterfield Business:	Yes _____	No _____

Attachment A

All category 1 machines must be the same manufacturer and model.

All category 2, 3, and 4 machines must be the same manufacturer; does not have to be the same manufacturer as category 1, but it would be preferred.

All category 2 machines must be the same model.

All category 3 machines must be the same model.

Existing Copier Model (Xerox)	Average Meter Clicks Per Month April 2008 - March 2009
WCM20I	12
WCM20I	12
WCM20I	13
WC128	40
WCM20I	54
WCM20I	143
WCM20I	208
WCM20I	292
WCM20I	344
WCM20I	356
WCM20I	388
WCM20I	398
WCM20I	502
WCM20I	505
WCM20I	553
WCM20I	639
WCM20I	675
WCM20I	695
WCM20I	704
WCM20I	734
WCM20I	734
WCM20I	752
WCM20I	800
WCM20I	809
WC128	824
WCM20I	826
WCM20I	830
WCM20I	850
WCM20I	858
WCM20i	886
WCM20I	930
WC128	956
WCM20I	960
WCM20I	967

Existing Copier Model (Xerox)	Average Meter Clicks Per Month April 2008 - March 2009
WCM20I	977
WCM20I	978
WC128	994
WCM20I	1001
WC128	1007
WCM20I	1012
WCM20I	1023
WCM20I	1045
WCM20I	1062
WCM20I	1062
WCM20I	1068
WCM20I	1075
WC128	1083
WCM20I	1114
WC128	1114
WC128	1124
WCM20I	1136
WCM20I	1153
WCM20I	1158
WCM20I	1181
WCM20I	1236
WCM20I	1254
WCM20I	1293
WCM20I	1361
WCM20I	1366
WC128	1379
WC5645	1419
WC128	1459
WCP45H	1461
WCM20I	1484
WC128	1500
WC128	1626
WCM20I	1651
WCM20I	1653
WC128	1663
WCM20I	1698
WC128	1701
WCM20I	1736
WCP 128	1783
WCM20I	1794
WCP128	1801
WC128	1809
WC128	1809

Existing Copier Model (Xerox)	Average Meter Clicks Per Month April 2008 - March 2009
WCM201	1828
WCM201	1873
WC128	1874
WCM201	1881
WCP128	1912
WCM201	1935
WC128	1988
WC128	2055
WCM201	2062
WCP128	2108
WCM201	2134
WC128	2138
WCM201	2194
WCP45H	2194
WCM201	2212
WCM201	2233
WC128	2233
WCM201	2316
WC128	2317
WCM201	2343
WCM201	2382
WCP45H	2413
WC128	2415
WC128	2424
WCM201	2458
WCM201	2472
WCM201	2483
WC128	2490
WC128	2513
WCM201	2574
WC128	2592
WCP45H	2596
WCM201	2612
WC128	2716
WC128	2724
WC128	2755
WCM201	2756
WC128	2778
WCP45H	2854
WCP45H	3139
WCM201	3310
WCP245H	3352
WC128	3363

Existing Copier Model (Xerox)	Average Meter Clicks Per Month April 2008 - March 2009
WC128	3441
WC128	3571
WCP128	3643
WC128	3783
WCM201	3841
WC128	3847
WC128	3907
WCM201	3914
WC128	4038
WCP128	4068
WCP45H	4148
WC128	4192
WCP245H	4313
WC128	4318
WC128	4378
WCP245H	4703
WC128	4705
WCP128	4723
WC128	4796
WC128	4808
WCM201	4877
WCP45H	5143
WC128	5205
WCP128	5234
WCP45H	5237
WCP45H	5557
WCP128	5656
WCP245H	5679
WCP 128	5835
WC128	5851
WC128	5903
WC128	5910
WCP45H	6041
WC5645	6155
WCP45H	6205
WCP75	6223
WC128	6238
WCM201	6305
WCP128	6311
WCP45H	6366
WCP128	6537
WCP45H	6664
WCP245	6947

Existing Copier Model (Xerox)	Average Meter Clicks Per Month April 2008 - March 2009
WC128	7055
WC5645	7147
WCP245H	7222
WCP45H	7225
WCP45H	7328
WCP45H	7666
WCP128	7998
WC128	8042
WCP45H	8068
WCP245H	8098
WCP45H	8256
WCP45H	8263
WCP45H	8325
WC128	8390
WC128	8626
WC128	9083
WCP45H	9191
WCP45H	9384
WCP128	10005
WCP75	10041
WCP45H	10117
WCP45H	10145
WCP45H	10885
WCP128	10951
WCP245H	10961
WCP45H	10981
WCP45H	11120
WCP45H	11304
WCP45H	11533
WCM201	11564
WCP45H	11667
WCP45H	11716
W5645PT	11780
WCP128	11875
WC128	11907
WCP45H	12070
WCP45H	12228
WC128	12304
WCP45H	12968
WCP45H	13463
WCP45H	13902
WCP75	14508
WCP45H	14695

Existing Copier Model (Xerox)	Average Meter Clicks Per Month April 2008 - March 2009
WCP128	14785
WC128	14800
WCP45H	14925
WCP45H	15344
WCP45H	15962
WCP45H	16071
WCP45H	16821
WCP45H	17268
WCP45H	17295
WCP45H	17804
WCP45H	19241
WCP75	19807
WCP45H	20012
WCP45H	20821
WCP45H	21018
WCP45H	21428
WCP45H	22295
WCP45H	25469
WCP45H	32659
WCP75	39028