

**REQUEST FOR PROPOSALS  
(RFQ NO. 2010-1.06-001)**

**RETURN PROPOSALS TO:**

**CITY OF NACOGDOCHES, TEXAS  
INFORMATION TECHNOLOGY (IT) DEPARTMENT  
PO BOX 635030  
NACOGDOCHES, TEXAS 75963-5030**

**OR**

**HAND DELIVER PRIOR TO OPENING DATE TO:  
CITY HALL  
202 E PILAR STREET  
NACOGDOCHES, TEXAS**

The enclosed REQUEST FOR PROPOSALS (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer to the City of Nacogdoches, Texas for the enclosed referenced services.

Sealed proposals shall be received no later than:

**Friday, March 12, 2010 at 2:00 p.m.**

**Mark Envelope:** Multi-Functional Copier Rental RFP

**Bidder shall sign and date submitted proposals. Proposals that are not signed and dated may be rejected.**

The RFP opening shall be held at City Hall, Room 329, 202 East Pilar Street, Nacogdoches, Texas. The City of Nacogdoches, Texas is motivated to secure the services of a qualified office equipment firm to provide multi-functional copiers to various City department locations. The City will review all offers received and may consider exceptions to all proposal guidelines if warranted.

If you have any questions, please contact THE CITY OF NACOGDOCHES, TEXAS, INFORMATION TECHNOLOGY DEPARTMENT, at (936) 559-2532.

**THE CITY OF NACOGDOCHES, TEXAS  
REQUEST FOR PROPOSALS (No. 2010-1.06-001)**

**INSTRUCTIONS/TERMS OF CONTRACT  
PART I**

PURPOSE is to solicit proposals from qualified sources to establish firm fixed price contract(s) through competitive negotiations for the rental of multi-functional digital copiers for use by City departments in their routine daily operations.

IT IS UNDERSTOOD that the City of Nacogdoches, Texas, hereinafter referred to as the "City", reserves the right to accept or reject any or all proposals, waive formalities and minor technicalities, and select the firm that best meet the needs of the City. The City's objective is to select a vendor who will provide the best possible service while meeting the RFP requirements. The City is not obligated to award the contract based on cost alone. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest cost proposal. The award of this contract shall be made to the responsible offerer whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals.

PROPOSALS SHALL be placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract, marked clearly on the outside, and mailed to the following add as shown below. FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

PRE-BID CONFERENCE: A pre-bid conference will not be held in conjunction with this RFP. However, any questions concerning this RFP should be directed to the Information Technology Department at the number listed below. All questions received under this solicitation (if any) and the corresponding answers will be posted on the City's Website at: <http://www.ci.nacogdoches.tx.us/>

LATE PROPOSALS: Proposals received after the submission deadline will not be considered under any circumstances and will be returned (unopened) to the sender. The City is not responsible for the lateness of mail carrier, weather conditions, etc. The date/time stamp in the Purchasing Department shall be the official time of receipt.

ALTERING PROPOSAL: Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the offerer without the permission of the City for a period of 90-days following the date designated for the receipt of proposals, and offerer so agrees upon submittal of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated above. The names of all parties submitting proposals will be recorded but the proposal content will not be made public until the City has completed the evaluation

of the submittals and negotiated an award. All proposals shall be open for public inspection after the contract is awarded, **except for trade secrets and confidential information contained in the offeror's proposal and identified as such by the offerer.**

**SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and federal Excise Tax; therefore, the proposal shall not include sales taxes.

**CONTRACT:** This proposal, accompanying documents, and any negotiated terms, when properly accepted by the City, shall constitute a contract equally binding between the successful offerer and the City. No different or additional terms will become a part of this contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City Manager.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with the Texas Local Government Code, Title 5, Subtitle C, Chapter 171.

**ETHICS:** The offerer shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Nacogdoches, Texas.

**EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this request for proposal will be considered for negotiations. Offerers taking exception to the specifications shall state these exceptions, by attachment, as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible for performing in accordance with the specification of the RFP. The City reserves the right to accept any and all exception(s) deemed to be in the best interest of the City or none at all.

**ADDENDA:** Any interpretations, corrections or changes to the RFP specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Nacogdoches, Texas, City Manager or his designee. Addenda will be mailed to all that are known to have received a copy of this RFP. Additionally, a copy of the addenda will also be posted on the City's website at: <http://www.ci.nacogdoches.tx.us/>. Offerers shall acknowledge receipt of all addenda by signing and returning the addenda with their proposal. **NOTE:** Failure to return addenda with your proposal may result in the disqualification of your proposal.

**OFFERER SHALL PROVIDE** with their proposal response, all documentation required by this RFP. Failure to provide requested information may result in rejection of proposal.

**SUCCESSFUL OFFERER SHALL** defend, indemnify and save harmless the City of Nacogdoches, Texas and all its officers, agents and employees from all suits, actions, and or other claims of any character, name and description brought for or on account of

any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offerer, or of any agent, employee, subcontractor or supplier in the execution of, performance under, any contract which may result from proposal award. Successful offerer shall pay any judgment with costs, which may be obtained, against the City growing out of such injury or damages.

**TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the interest of the City in the event of breach of default of this contract. The City reserves the right to terminate the contract immediately in the event the successful offerer fails to perform in accordance with the accepted proposal.

**CONTRACT ADMINISTRATOR:** Under this contract, the City Manager or designee shall be responsible to ensure compliance with contract requirements such as, but not limited to, acceptance and inspection.

**REMEDIES:** The successful offerer and the City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**ASSIGNMENT:** The successful offerer shall not sell, assign, transfer or convey any contractor resulting from this RFP, in whole or in part, without the prior written consent of the City.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of funds available or which may hereafter become available for the purpose of this contract.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**CANCELLATION:** A purchase order issued from this solicitation may be canceled as follows:

If the vendor (i.e., Offeror awarded a contract) fails to fully perform its obligations under the contract or defaults on the purchase order, the City reserves the right to cancel the purchase order without notice and either re-solicit or re-award the purchase order to the next lowest responsible offeror. The defaulting vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of service unless the specification or scope of work is significantly changed.

1. Cancellation of the contract shall not result in a waiver of any rights or remedies afforded the City from vendor's breach of contract.
2. The purchase order may be cancelled in whole or in part, without penalty, by either party by providing 60-days written notice to the other party. The City will pay the vendor the purchase order price for any recover claims it secured up to the date specified in the notice of cancellation.

- 2.1. Termination under this paragraph shall not relieve the vendor of any obligation or liability that occurred prior to cancellation.
- 2.2. The vendor shall promptly refund any balance that may result from an overpayment.
3. Should the vendor's business name change, or should the vendor's business be sold, transferred to, or assumed by a second party, written notification of the change should be provided to the City by all vendor parties involved, no later than 30-days from the date of change. Failure to provide notification of the aforementioned change(s), within 30-days of the change, may be grounds for contract cancellation without further cause.

ANY QUESTIONS concerning the RFP or these specifications should be directed to the Information Technology Department at (936) 559-2532.

**THE CITY OF NACOGDOCHES, TEXAS  
REQUEST FOR PROPOSALS (No. 2010-1.06-001)**

**CRITERIA FOR MULTI-FUNCTIONAL COPIER RENTAL  
PART II**

**1. GENERAL:**

The purpose of this RFP is to obtain the services of a qualified office equipment firm to provide the City with the appropriate hardware, software and services to support its ongoing document reproduction efforts. Firms receiving this RFP shall hereinafter be referred to as "Offeror" throughout this document. The term "Vendor" hereinafter means the Offeror receiving a contract from this solicitation.

It is the City's policy to seek out cost-efficient services while retaining the highest quality of services available. As a consequence, an emphasis will be placed not only on cost but also on the offeror's past performance and handling of other similar size multi-functional copier rental agreements with other similar size municipal or business organizations.

The evaluation will place considerable importance on offeror's overall ability to provide cost-effective and reliable equipment that meets the City's copier requirements. It is essential for offerors to understand that the criteria established for this purpose will rate offerors on general categories, as well as on quantifiable units of measurement, such as price. All proposals will be carefully reviewed and evaluated for compliance to the RFP and specification requirements.

Generally speaking, the process will assign high priority to the following evaluation criteria (listed in no particular order):

- Overall Proposal conformity to RFP requirements and quality of response to RFP
- Type and quality of equipment offered
- Offerors ability to provide, maintain, and service their rental equipment
- Rental and other associated fees
- Company background and industry experience

**2. TIME FRAME/SCHEDULE OF EVENTS:**

- 2.1. SOLICITATION ISSUE DATE: February 11, 2010
- 2.2. QUESTIONS DUE: February 19, 2010
- 2.3. PROPOSALS DUE: March 12 2010 @ 2:00 P.M.
- 2.4. PRODUCT DEMONSTRATIONS: TBD
- 2.5. CONTRACT AWARD: TBD

