

REQUEST FOR PROPOSAL (RFP)
Multi-Function Printer (MFP) 36-Month Lease Proposal

RFP Dated April 1, 2024

GENERAL PROVISIONS

These General Provisions are being provided by the Delaware River Joint Toll Bridge Commission to prospective Proposers and will be made part of the executed Purchase Orders.

1. RFP ISSUING OFFICE:

This RFP is issued by the Delaware River Joint Toll Bridge Commission (“RFP Issuing Office”). The Commission is the sole point of contact for this RFP. Please refer all inquiries to:

Delaware River Joint Toll Bridge Commission		
Purchasing Department		
1199 Woodside Road, Yardley, PA 19067		
Contact Name:	Steven Wells	John Rementer
Title:	Purchasing Agent	Purchasing Agent
Telephone:	267-394-6554	267-394-6555
Fax:	267-394-6744	267-394-6744
Email:	swells@drjtbc.org	jrementer@drjtbc.org

2. DATE AND TIME FOR SUBMISSION OF PROPOSALS:

To be considered, a Proposal must arrive at the RFP Issuing Office in a sealed envelope on or before 2:00 PM **Tuesday April 30, 2024.**

3. INSURANCE/INDEMNITY REQUIREMENTS:

The RFP Issuing Office’s Insurance and Indemnity Requirements are provided with this RFP as **Attachment B. All** requirements must be met and documentation of same provided and approved prior to issuance of a Purchase Order.

4. SUBMISSION OF QUOTES:

- (a) Proposers must complete the attached Proposal Form, including Supplier Name and Address, Contact Person, Telephone/Fax Number. The Proposal Form must be signed and submitted by an authorized representative of the Proposer, or the Proposal will be rejected.
- (b) It is the responsibility of each Proposer to ensure that the RFP Issuing Office receives the Proposal prior to the date and time for Submission of Quotes, noted under Section 2. The RFP Issuing Office will reject all late Proposals.
- (c) Please have clearly marked on the outside of the sealed envelope:
 - **Sealed Proposal - Multi-Function Printer (MFP) Lease Proposal 2024**
- (d) If the Proposal is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced, it shall be rejected. The Proposal shall also be rejected if the Services offered by the Proposer are not in conformance with the specifications as determined by the RFP Issuing Office.

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5. MODIFICATION OR WITHDRAWAL OF PROPOSAL:

- (a) **Prior To Date and Time for Submission of Proposals** - Proposals may only be modified or withdrawn by written notice received by the RFP Issuing Office prior to the exact time and date specified for submission of Proposals. The written notice shall specifically identify the Proposal to be modified or withdrawn. Modifications or withdrawals of proposals received after the exact hour and date specified for submission of proposals shall not be considered, except as provided below.
- (b) **After Date and Time for Submission of Proposals** - Proposers are permitted to withdraw erroneous proposals after the date and time for submission of proposals only if the following conditions are met:
 - i. The Supplier submits a written request for withdrawal.
 - ii. The Supplier presents credible evidence with the request that the reason for the lower price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the price.
 - iii. The request for relief and supporting evidence must be received by the RFP Issuing Office referenced in Paragraph 1 of this RFP within three (3) business days after the date and time for submission of proposals, but before issuance of a Purchase Order.
 - iv. The RFP Issuing Office shall not permit a quote withdrawal if the quote withdrawal would result in award to the same supplier, its partner, or a corporation or business venture owned by or in which the supplier has a substantial interest.
 - v. If a supplier is permitted to withdraw its quote, the supplier cannot supply any material or labor services or perform any subcontract or other work agreement for the selected proposer, without the written approval of the RFP Issuing Office.
- (c) **Firm Proposals** - Except as provided above, a quote may not be modified, withdrawn, or cancelled by any Awarded Supplier for a period of sixty (60) days after the date and time for submission of quotes.
 - i. **Clarification and Additional Information** - After the receipt of Proposals, the RFP Issuing Office shall have the right to contact Suppliers for the purpose of seeking: Clarification of the Proposal which confirms the RFP Issuing Office's understanding of statements or information in the Proposal.

6. REJECTION OF PROPOSALS:

The RFP Issuing Office reserves the right to reject any and all Proposals, to waive technical defects or any informality in Proposals, and to accept or reject any part of any Proposal if the best interests of the RFP Issuing Office are thereby served. Proposals that do not meet the minimum requirements, as set forth in the Specifications, will be rejected.

7. EVALUATION CRITERIA:

The Delaware River Joint Toll Bridge Commission has the obligation to safeguard itself from poor-quality service, work and/or materials provided by any and all vendors. Therefore, The Delaware River Joint Toll Bridge Commission will conduct a best value determination by conducting a tradeoff between the following evaluation factors: Price, Capability, and Past Performance. For evaluation purposes, Capability is more

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important than Past Performance, which is more important than Price. Bidders may submit the names and phone numbers of up to three (3) prior customers whom The Delaware River Joint Toll Bridge Commission may contact at its sole discretion. The absence of relevant Past Performance will be viewed neutrally, not negatively. The Delaware River Joint Toll Bridge Commission will assess Capability and Past Performance as Superior, Acceptable, Neutral, or Negative. Therefore, award of contracts to bidders may not be made to the bidder with the lowest price. The Delaware River Joint Toll Bridge Commission reserves the right to make multiple awards for any site, or no award at all at its sole discretion. The Delaware River Joint Toll Bridge Commission may award contracts based on initial quotes or may enter into negotiations or discussions with potential awardees at its sole discretion.

8. PURCHASE ORDER:

After quotes are received and evaluated the pending Proposer will be asked to submit for approval their documentation of Insurance Requirements. Upon approval of the Insurance Requirements the RFP Issuing Office shall execute and issue a Purchase Order to the Proposer that best meets the evaluation criteria in response to the RFP. Suppliers may not proceed to provide services until receipt of a Fully Executed Purchase Order from the RFP Issuing Office. Each RFP and Purchase Order will be deemed to incorporate the terms and conditions set forth in this RFP.

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Proposal Details

1. We are inviting you to provide a quote to enter into a **36-month lease for 31 Multi-Function Printing Machines including Maintenance Service, Parts and Consumables excluding Paper.**
2. **Maintenance and Service of equipment coverage area is between Morrisville, PA and Milford, PA.**
3. All proposed machines are to meet or exceed capabilities of current equipment listed below:

Count	Equipment
12	Sharp MX-3071 with DE27N, FN27N
8	Sharp MX-C304W with CS11, Cabinet
2	Sharp MX-4071 with DE27N, FN27N, FX15, TR19N
5	Sharp MX-4071 with DE27N, FN27N
2	Sharp MX-6071 with DE27N, FN27N
1	Sharp MX-6071 with RB25N, LC17N, FN30
1	Sharp MX-7580N with MXLC13N, MXMF11, MXFN22, MXRB12N, MXRB15, MXCF11, MXP13B, MXRB13 - Must be equipped with GBC Punch and Ring Loader or other equivalent to bind 250+ pages
1	Ricoh MPCW2201 Wide Format – Service and Consumables ONLY

4. Minimum Features and Capabilities to be included but not limited to:
 - a. Print, Copy, Scan, High-Speed Fax & File capabilities
 - i. Print Release function to send and store documents on a main MFP for authentication and print out from any networked MFP.
 - b. Single sign-on access to cloud storage services.
 - c. Short warm up time and motion sensor ensure that the device is always ready for immediate operation.
 - d. For scanning functionality, the device should be able to (or exception taken):
 - i. Scan and create multiple file formats including OCR
 - ii. Scan to Microsoft applications so scans can be edited, if enabled
 - iii. Have PostScript printing included
 - iv. DSPF scanning capabilities
 - e. Have a fixed or retractable QWERTY keyboard for data entry.
 - f. All MFP Drivers must be Windows compatible and accessible via Network Connection.
5. Pricing for the equipment is to be for a 36-month lease, with the equipment being returned to the leasing company at the conclusion of the lease.
6. Equipment pricing and price per copy is to include the cost of the equipment, all maintenance, parts, service, and all consumables except paper.
 - a. Fixed per impression charges are to be quoted for:
 - i. Black & white
 - ii. Color

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7. At the conclusion of the lease the hard drive of each machine is to be surrendered to the Commission for re-cycling, without additional cost for the removal of the drive or the installation of replacement drive in the unit being returned.
8. Removal and shipping of all machines back to the leasing company, once return authorization is provided by the Commission is to be included in your quoted price.
9. All delivery, set-up and training costs are to be included in the pricing.
10. Installation and Removal of equipment may need to be done outside of office hours including weekends as to not interfere with organizational operations.
11. The configuration of the equipment shown as "Estimated Number of Units Needed" may need to be adjusted slightly based on overall project costs and the size/capabilities of the machines.

Specific details of this Request for Proposal (RFP) and actions to be taken by you are provided below:

12. Proposed services are to be for the period September 1, 2024, to and including August 31, 2027.
Additional Quote to extend services as needed on a monthly basis thereafter.
 - a. Quotes are to be provided on the attached Proposal Form.
 - b. Completed quotation documents are to be mailed to the DRJTBC Purchasing Department using the contact information on page 1.
 - i. Email is not an acceptable form of submission for this RFP.
 - c. **All responses are due by 2pm, on Tuesday, April 30, 2024. The Proposals will be opened and recorded at that time but will be awarded at a later date.**
 - d. **A formal meeting may be requested by the DRJTBC with your organization to discuss the details of your submitted proposal. Such meeting would take place on a date TBD after the submission deadline and prior to awarding of the bid.**
13. Detailed services/requirements to be included in your proposal:
 - a. A full list of **ALL** equipment in the proposal accompanied by the performance specs.
 - b. An installation plan listing the number of hours/days needed to install new equipment at each location. See Template in Attachment A.
14. A submitted and accepted Certificate of Insurance documenting the insurance required under our RFP is to be submitted prior to beginning any work.
 - a. Please refer to the Insurance/Indemnity Requirements in Attachment B
15. Both parties will retain the right to terminate any Purchase Order, without additional costs, by providing the other party 60 days written advance notice of cancellation.

If you have any questions on the requirements of this Request for Proposal, please reach out to the DRJTBC Purchasing Department using the contact information on page 1. We are looking forward to hearing from you.

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SPECIAL NOTES:

**Please be sure to complete and include the Installation Schedule as part of your proposal.
See Attachment A for the Installation Schedule Template**

If interested, please download the Request for Proposal at <https://www.drjtbc.org/professional-services/>.
If you will be submitting a Proposal for consideration, please monitor this posting for possible addendums posted prior to the submission deadline.

This Proposal for the MULTI-FUNCTION PRINTER AND MAINTENANCE SERVICE is in accordance with the following General Provisions:

1.	Proposed Equipment per Month	\$ _____
2.	Service and Consumables only for Ricoh MPCW2201 Wide Format per month	\$ _____
3.	B & W Service and Supplies per page	\$ _____
4.	Color Service and Supplies per page	\$ _____
5.	Post Lease Monthly Extension for Equipment and Service	\$ _____

GRAND TOTAL PROPOSAL AMOUNT of Monthly Lease (Lines 1 & 2) \$ _____

Signature _____

Name (Print) _____

Title _____

Company Name _____

Address _____

Phone _____

Email _____

Submission Date (MM/DD/YYYY) _____

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INSTALLATION PLANNING TEMPLATE

This template serves as a planning tool to coordinate and schedule the installation of new equipment.

If awarded this bid an agreed upon schedule across multiple days will be created in accordance with the Delaware River Joint Toll Bridge Commission based on the time reflected in this template.

The number of hours is an estimation of the time needed to complete and test the installation of all MFPs.

Location	Address	Qty of MFPs	Number of Hours
Administration Building	1199 Woodside Road Yardley, PA 19067	16	
Old Administration Building	110 Wood Street Morrisville, PA 19067	1	
New Hope-Lambertville Toll Bridge	2492 North River Road New Hope, PA 18938	3	
Easton-Phillipsburg Toll Bridge	Route 22 Bridge Plaza Phillipsburg, NJ 08865	1	
I-78 Toll Bridge	1400-1 Cedarville Road Easton, PA 18042	2	
Portland-Columbia Toll Bridge	Route 611 South Toll Plaza Portland, PA 18351	1	
Delaware Water Gap Toll Bridge	Route 611 & Delaware Ave Delaware Water Gap, PA 18327	3	
Milford-Montague Toll Bridge	Routes 206 & 209 Milford, PA 18337	1	
Southern Region Maintenance Facility	1010 Woodbourne Road Langhorne, PA 19047	2	
Regional Operations Intelligence Center	2 Schwarzkopf Dr, Bldg. 8 West Trenton, NJ	1	

Signature _____

Submission Date (MM/DD/YYYY) _____

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INSURANCE REQUIREMENTS
COPIER LEASING, DELIVERY. AND SERVICE

Insurance:

Prior to commencement of any work under the Contract and until final payment is made for the work under the Contract (unless otherwise stated herein), Vendor (hereinafter the "Covered Party") shall, at its sole expense, maintain the following insurance on its own behalf, at the required limits outlined below, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII or better, and furnish to the Commission Certificates of Insurance evidencing same.

1. Workers' Compensation and Employers Liability: in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers' Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$500,000 policy limit
 - c) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.
 - d) No proprietor, partner, executive officer, or member may be excluded from coverage.

2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury,

Occurrence Form with the following limits:

- a) General Aggregate \$2,000,000
- b) Products/Completed Operations
Aggregate: \$2,000,000
- c) Each Occurrence: \$1,000,000
- d) Personal and Advertising Injury: \$1,000,000
- e) Medical Payments \$5,000

3. Commercial Automobile Liability including Physical Damage:

Coverage to include:

- a) Per Accident Combined Single Limit \$1,000,000,
- b) All Owned, Hired and Non-Owned Vehicles
- c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
- d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Covered Party's vehicles.

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4. Commercial Excess/Umbrella Liability:

- a) Occurrence Limit: \$2,000,000
- b) Aggregate Limit (where applicable): \$2,000,000
- c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
- d) The Commercial Excess/Umbrella Liability Policy shall be at a minimum following form.

5. Property of Covered Party Other than Property being Leased to the Commission:

All property, including, but not limited to, tools and equipment that the Covered Party has at the job site or is owned by the Covered Party is the responsibility of the Covered Party. The Commission assumes no responsibility for the protection, maintenance, or repair of any property that the Covered Party has at the job site or that is owned by the Covered Party including, but not limited to, tools or equipment.

Deductibles and Self-Insured Retentions:

All deductibles and self-insured retentions are the sole responsibility of the Covered Party. In addition, all self-insured retentions shall not exceed \$50,000 without the prior written approval of the Commission.

Additional Insureds – Primary and Non-contributory:

The Commission, the Commonwealth of Pennsylvania and the State of New Jersey are to be included as ADDITIONAL INSURED on the General Liability, Automobile Liability and Excess/Umbrella Liability coverages on a primary and non-contributory basis.

The Covered Party must confirm that, at a minimum, the Covered Party's General Liability policy includes an additional insured endorsement with either ISO Form #CG 20 26 11 85, or both ISO Form #CG 20 10 10 01 and ISO Form #CG 20 37 10 01, or equivalent manuscript endorsement. Later edition dates of the ISO Forms are acceptable.

The Covered Party shall continue to maintain the Commission, the Commonwealth of Pennsylvania, and the State of New Jersey as Additional Insureds for at least three (3) years following the final payment under the Contract.

Waiver of Rights of Subrogation:

The Covered Party's insurance shall include a Waiver of Subrogation in favor of the Commission and all Additional Insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- a. The Covered Party waives all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.

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- b. The Covered Party hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- c. If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

No Insured vs. Insured or “Cross Suits” Exclusion

The Covered Party’s policies shall not contain an Insured vs Insured or Cross Suits Exclusion. If such exclusion is on the policy, it must apply only to “Named Insureds”.

Certificate of Insurance:

Prior to the commencement of work and/or the Commission making any payment under the Contract, the Covered Party shall file Certificates of Insurance with the Commission that shall be subject to the Commission’s approval of adequacy of protection and the satisfactory character of the insurer. The Commission has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be mailed to the Commission within five (5) days of receipt of Notice of Award or receipt of these insurance requirements, as applicable, to the attention of the Chief Administrative Officer, at 1199 Woodside Road, Yardley, Pennsylvania 19067, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Covered Party’s obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Covered Party’s acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Covered Party’s direction to commence work.

The certificate must evidence, at a minimum:

- 1. All Deductibles and Self-Insured Retentions.
- 2. The Additional Insureds on a primary and non-contributory basis. The Additional Insured endorsement(s) must be included with the certificate
- 3. Waiver of Subrogation applies. Endorsements must be included.
- 4. No Cross-Suits Exclusions or apply only to named insureds. The exclusion endorsement must be included, if applicable
- 5. 30 Days’ Notice of Cancellation, Nonrenewal, modification or material change to the policies.

In the event the Covered Party enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed the Contract, then these insurance requirements and the indemnification provision contained within the Contract shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of Contractor executed the same by affixing a signature hereto.

In the event of a failure of the Covered Party to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Commission shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Covered Party who agrees to furnish all necessary

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information thereof and to pay the cost thereof to the Commission immediately upon presentation of an invoice.

In no event shall the Covered Party begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the Commission.

Change in Financial Rating:

Should any insurance company placing coverage for a coverage for the Covered Party fall below an A-: Class VIII rating by A.M. Best, the Commission shall be notified as soon as reasonably possible.

Additional Requirements

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Covered Party or any of their sub-Covered Partys.

Any type of insurance or any increase in limits of liability not described above which the Covered Party requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Covered Party of any responsibility or liability under the Contract.

The Contract that the Commission is entering into is solely with Covered Party, and Covered Party shall be solely responsible for all acts or failures to act of each of its sub-Covered Partys and/or agents as if the actions or failures to act are the actions or failures to act of the Covered Party. Covered Party expressly acknowledges and agrees that the Commission's willingness to enter into the Contract is premised on Covered Party taking responsibility for, and indemnifying, defending, and holding harmless the Commission from and against, the acts and failures to act of each of their respective sub-Covered Partys and/or agents. Nothing herein shall otherwise limit or alter Covered Party's obligation (if any) to seek prior approval of sub-Covered Partys and/or agents from the Commission, as such requirement may be set forth in the Contract.

Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

Indemnity Agreement:

To the fullest extent permitted by law, the Covered Party agrees to indemnify, defend and hold the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, servants, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") harmless from and against, any and all liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the work or services to be performed for the Indemnified Parties, including, but not limited to, work or services performed under this Purchase Order or

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under any Change Order, or any such other work or services performed for the Indemnified Parties, even for and if caused in whole or in part by any act, omission or negligence of the Indemnified Parties.

It is expressly agreed that the indemnification contained in this Purchase Order covers claims against the Indemnified Parties made by employees of Covered Party.

If there are any liabilities, losses, claims, damages or expenses of any kind or nature unsettled when the Purchase Order has been fulfilled or completed, any unpaid amounts owed by the COMMISSION to the Covered Party shall be deferred until all such liabilities, losses, claims, damages or expenses are: (1) settled; (2) evidence of insurance coverage acceptable to the COMMISSION or indemnification acceptable to the COMMISSION is provided by the Covered Party's insurance carrier; or (3) a bond acceptable to the COMMISSION is provided by the Covered Party to secure payment of all liabilities, losses, claims, damages and expenses owed by the Covered Party to the COMMISSION.

The terms and conditions of this indemnity agreement shall survive any cancellation, expiration or termination of the Purchase Order. The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth above without regard to any conflicts of laws provisions.

Regulatory Authority

The Covered Party's insurance policies can not contain any provision requiring compliance with any regulatory authority that pertains to its agreement with the COMMISSION or the COMMISSION's operations.

The covered party shall not report any functions pertaining to its contract with the COMMISSION or results of such functions to any regulatory authority.