



**COUNTY OF VENTURA  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 S. VICTORIA AVE., L#1080  
VENTURA, CA 93009**

**REQUEST FOR PROPOSAL  
# 5984**

**for**

**Toner Cartridges**

Issued: June 5, 2020

Proposals Due: July 7, 2020

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## SECTION 1.0

### **BACKGROUND / GENERAL INFORMATION**

*This Request for Proposal (RFP) has been posted for your convenience at the following web address: <https://ventura.bonfirehub.com/portal/?tab=login>. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.*

#### **1.1 Introduction**

The County of Ventura (here and after County) invites your organization to submit a written proposal to provide Remanufactured, Compatible, and/or New Toner Cartridges for various County offices per **Exhibit I**.

Proposals shall be due no later than 3:00 p.m. on January 16, 2020 for the furnishing of all labor, materials, and incidentals in accordance with the attached Terms and Conditions, and Instructions to Offerors which by this reference are made a part hereof.

Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents.

Though current contracts provide desktop delivery, and exchange, the County is interested in other delivery methods that might prove to be more cost effective. i.e. Offerors may propose programs using common carrier deliveries and mail order exchanges.

While the County is seeking one primary contractor for all products, the right is reserved to make an award by cartridge type, by geographical area, or a combination of awards, whichever is in the best interest of the County.

#### **1.2 Background**

Currently, Remanufactured, Compatible, and New Cartridges are purchased from contract vendors. Service includes desktop exchange of the spent cartridges.

This Request for Proposal (RFP) is an effort to continue purchasing Remanufactured, Compatible, and New Cartridges, (so long as the product is available and meets requirements herein), consolidate ordering, billing and delivery processes.

The County operates on a fiscal year basis. (July 1 through June 30). Spending for the last two fiscal years was as follows:

F/Y 16/17  
\$992,530.00

F/Y 17/18  
\$975,497.00

These figures are based on historical data and are provided as informational, only. Annual usage may vary. It is neither expressly implied nor guaranteed that the amount shown will be achieved in the next contract period. Actual expenditures, whether lesser or greater than the amount shown, shall not affect contracted pricing.

### **1.3 Action Dates**

Proposals will be received by the County of Ventura Purchasing Agent until 3:00 p.m. January 16, 2020. Responses may not be submitted by facsimile or electronic mail. Proposals received after this date and time will not be considered. Proposals must be valid for a minimum of ninety (90) days. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal. Award, if made, will be to the Contractor offering the most advantageous proposal after considerations of all evaluation criteria as follows: Vendor experience and stability (including references), ability to meet requirements, and reasonableness of cost. Criteria are not listed in any order of preference.

RFP Issued: June 5, 2020

Proposal Due: July 7, 2020

Last Day for Questions: June 19, 2020

RFP Evaluation/Award: TBD

Work Begins: TBD

The Contractor shall not commence work until a meeting between representatives of the Contractor and the County is held. The meeting will be held at a County site, at a time and date to be established. The schedule set forth above is subject to change.

### **1.4 Questions Regarding RFP**

All questions concerning this Proposal should be submitted online under the "Messages" tab. All other questions may be directed to Maria Moreno, Buyer at (805) 645-1322, or [email: maria.moreno@ventura.org](mailto:maria.moreno@ventura.org).

The County shall not be obligated to accept the lowest priced proposal. An award, if made, will be in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals. The County shall be the sole judge of the successful offers hereunder.

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Deadline for questions or clarifications concerning this RFP is June 19, 2020, 5:00 p.m.

## SECTION 2.0 INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

### 2.1 Submittal Deadline

Completed proposals must be submitted online per instructions.

Offerors are responsible for ensuring their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, facsimile, or telephone proposals or modifications will be considered.

Proposals must be submitted no later than 3:00 pm., July 7, 2020.

### 2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm. Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

### 2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by County must withdraw their proposal in order to make the modifications. All modifications must be made on-line, properly by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by Offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for receipt.

### 2.4 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror will be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document will in no way relieve offerors from any obligation with respect to this proposal.

## **2.5 Proposal Validity**

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

## **2.6 Proposal Content/Format**

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of Offeror's ability to provide the services that can best satisfy the requirements herein and the needs of County. Elaborate or unnecessarily lengthy documents are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Assemble and present your proposal response in the order that the items are listed, identifying each response by the corresponding number.

### **a. Cover Letter/Signature on Proposal**

A cover letter, which will be considered an integral part of the proposal, will be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter will designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number and email address.

Upload the Cover Letter through the Requested Information.

### **b. Company Profile**

Offeror must provide company profile in Section 2 – Offerors Information Questionnaire, Question set 1.

Information provided shall include:

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1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
7. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
9. Offeror's Dun and Bradstreet number.
10. Offeror's bank of record.

c. **Staff Qualifications and Availability**

Identify key personnel and their position within the organization in Section 2 – Offerors Information Questionnaire, Question Set 2.

Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

If you plan to subcontract work, you must indicate in Section 2 – Offerors Information Questionnaire, Question Set 4.

d. **Governmental Client References**

Offers must provide a minimum of three (3) references from similar services in Section 2 - Offerors Information Questionnaire, Question Set 3.

Information provided shall include:

1. Company/Organization name;
2. Contact Person and Title;
3. Telephone Number;

e. **Insurance**

Offerors will furnish the required certificates of insurance within five (5) consecutive calendar days from the date of Request for Insurance. Failure to furnish the required certificates within the time allowed may result in cancellation of award.



f. **Financial Statement**

Offerors must provide a current balance sheet and income statement. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder. Upload in Requested Information.

g. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract. Offerors will review County's standard contract in Section 4 Contract Questionnaire, which will form the **basis** for any contract entered into hereunder. A full version can be viewed under Files.

Offeror's response will state on a **point-by-point** basis whether their proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by County may reduce or eliminate an Offeror.

h. **Compensation**

Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed. No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein. Payments to the contractor will be made on a month to month basis. Payments will be made within 30 days of receipt of contractor's correct invoice.

Volume Discounts or Rebates – Include any volume discounts or rebates available to participating Public Agencies (such as prompt pay discounts, etc.).

j. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

k. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3-Requirement and Compensation Questionnaire). Submit a full explanation of, and justification for, any exemptions or deviations.

## **2.7 Costs Incurred in Responding**

County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by County and may be considered public information under applicable law. County assumes no liability for any costs incurred by offerors throughout the entire selection process.

## **2.8 Addenda**

County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations here under, unless set forth in writing by County. Addenda will be sent to all known Offerors. Offerors must acknowledge all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure County has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

## **2.9 Nomenclatures**

The terms "Successful Offeror, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this solicitation. The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

## **2.10 Confidential and Proprietary Data**

All materials received relative to this RFP will be kept confidential, until such time an award is made, or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Offerors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

## **2.11 Commitments, Warranty and Representations**

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement will be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment will render the offeror liable for liquidated or other damages due County under the

terms of the Contract. For the purpose of this procurement, a commitment by an offeror includes:

- Any modification of, or affirmation, or representation as to the above, which is made by an offeror in or during the course of negotiation.
- Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

## **2.12 Proposal Validation/Evaluation/Award**

### **a. Validation**

Proposals will be checked for the information required to conform to this RFP. Absence of required information may be cause for rejection.

### **b. Evaluation**

The successful offeror will be chosen in accordance with, but not limited to, the following criteria:

#### **1. Proven Performance**

Offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Client references will be contacted and their responses will become a part of the award/review process.

#### **2. Support**

Emphasis will be placed on the ability of the offeror to service and support the needs of County. Organizational structure, staffing plan, equipment schedule, and offeror's method for meeting the requirements of this RFP in the most efficient manner will be an important consideration.

#### **3. Requirement/Methodology**

The ability to meet the requirements/specifications outlined, including compliance with the terms and conditions.

#### **4. Cost**

The Proposals will be evaluated on the basis of the offeror's reasonableness of cost.

### **2.13 Award**

Award will be made to the Offeror that is offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. County will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. County will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of County after all factors have been evaluated.

While County intends to enter a contract for these services, it will not be bound to do so. County reserves the right to reject any or all proposals.

County will be the sole judge of the successful offers hereunder. County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written agreement with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$200,000.

### **2.14 Presentations**

Offerors may be invited to make oral presentations to County personnel.

### **2.15 Site Visits**

The County reserves the right to schedule site visits to offeror's facilities or a current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

### **2.16 Cancellation of RFP**

County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

### **2.17 Additional information**

If during the evaluation process, the County is unable to determine an offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror's ability. The offeror will be notified and permitted five working days to comply with any such request.

### **2.18 Errors/Defects in Proposals**

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

### **2.19 Rejection of Proposals**

County reserves the right to reject the proposal of any offeror who:

- previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months.
- submits false, incomplete, or unresponsive statements in a proposal;
- is in default on the payment of taxes, licenses or other monies due County;
- containing errors or discrepancies.

### **2.20 Protest Procedures**

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

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The following conditions apply to proposal protest:

- a. **Before Proposal Submittal Deadline.** Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. **After Proposal Submittal Deadline.** Protest of award must be made, by Offeror, no later than five (5) calendar days after the notice of intent to award. All protests must include the following information:
  - 1) The name, address, and telephone number of the protestor;
  - 2) The signature of the protestor, or protestor's authorized representative;
  - 3) The solicitation or contract number; and
  - 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

## SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

The requirements described herein are based on the current level of service and are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County. Per questionnaire Q-79-AN – RFP 5980 – Section 3 – Requirements and Compensation.

### 3.0 Term

The initial term of the contract will be for a period of three (3) years from award of bid and by mutual agreement may be renewed on an annual basis for up to two (2) additional one-year periods.

In the event of any extension of this contract beyond the initial three (3) year period, the County reserves the right to either accept or reject any price adjustments submitted in writing ninety (90) days prior to the end of the current contractor period as part of the County's consideration for the contract extension.

Contractors are advised that in the event funds are not appropriated to continue this service or should there be a reduction of funds allocated for this service, the County of Ventura at its sole option may, upon thirty (30) days written notice, terminated all or any part of the service contracted for as a result of the bid. Such termination shall be without penalty.

### 3.1 Toner Cartridge Specifications

The specifications identified in this section are the minimum standards acceptable under this RFP and resulting contract.

#### a. Remanufactured Cartridges Specifications

New or refurbished parts are required in all toner cartridges. All components used in the construction or remanufactured cartridges must meet OEM standards in quality, yield, and performance.

All cartridges supplied under this contract shall have a 100% replacement warranty. This warranty shall cover defects in the cartridge, material used in the cartridge, workmanship and damage during shipment. All components shall be dismantled and examined for damage and /or excessive wear.

These include, but are not limited to:

- Wand (if applicable)
- A new ultrasonically cleaned corona wire (if applicable)

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- PCR Rollers must be new or recoated (if applicable)
- Cartridges must be sealed with a pressure sensitive seal that meets OEM Standards; air tested at 30 seconds and leak proof. The seal shall be readily removable by the user at the time of installation. Any cartridge that shows evidence of toner leakage through improper sealing shall be termed defective and replaced by the contractor at no charge. Hard card seals or equivalent are acceptable when products are hand delivered.
- All cartridges must have new OPC drums.
- Wiper blades may be tested to comply with OEM standards and are acceptable for reuse.
- Replace primary charge rollers, various springs, pins, clip foams, doctor blades, mag rollers, felts, etc. as needed.
- Print yield shall be equal to or exceed OEM rating for each cartridge. Yield shall be determined by the use of a standard pattern that features 5 percent coverage.
- Serial number/lot number must be visible to the end user.
- Exterior surfaces shall be thoroughly cleaned, with all traces of old labels, and toner removed entirely.

**Provide a detailed description of the cartridge remanufacture process and quality control along with any quality rating systems employed in the process such as ISO 9000, or other quality systems.**

b. New Cartridge Specifications

All new cartridges must meet Original Equipment Manufacturer (OEM) standards for performance, quality and warranty.

All new (OEM) cartridges must be eligible for recycling of components.

c. Compatible Cartridge Specifications

All new cartridges that are not manufactured by the Original Equipment Manufacturers, but made to their specifications with OEM or OEM equivalent components.

All internal components are brand new.

**Indicate your acceptance or give alternate.**

**3.2 Term**

This contract is to be for three years, with the option to extend, by mutual consent, for two additional one-year periods.



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Pricing shall be fixed for the first year of the contract. Request for pricing increases for subsequent years will be submitted, to the County, at least 90 days prior to the end of the then current term.

Any increases in cost shall not exceed the CPI index for the western region, for the preceding year.

Continuation of the contract from year to year is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this contract as thereby affected and Contractor will relieve the County of any further obligation therefore.

**Indicate acceptance or give alternate. Explain in detail your policy regarding price increases/decreases for renewal contract years.**

**3.3 Warranty**

All cartridges supplied shall have a 100% warranty that will replace any cartridge that is deemed defective or non-compliant by the County. This warranty shall also cover damage to County equipment caused by defective product supplied under this agreement. The warranty shall cover all material, all labor and all parts supplied.

Defective or damaged cartridges shall be replaced at no cost to the County. In addition to full replacement for defective cartridges, the Contractor shall warrant the end users equipment, in full, against damage caused by the use of a remanufactured cartridge supplied under this contract.

The supplier shall provide replacements for defective material within two (2) business days of being notified of the defect. Such notification can be made by any method deemed appropriate by the County and may include notification by telephone, by fax or by e-mail.

Replacement for warranty-covered parts shall be of the same or better quality than originally ordered, and a full credit shall be issued for the defective part within five (5) days of returned cartridge. Credit shall be issued using a "Credit Memo" or other such document as approved by the County.

Warranty shall also cover 100% replacement of material damaged in shipment. Notification of damage that is "concealed damage" in shipment need not be reported at the time of receipt. Replacements for goods damaged in shipment shall also be provided in two (2) business days.

Should a replacement cartridge not be available within the specified time frame the County may go to another supplier and purchase a replacement and the supplier shall be billed for the difference in cost to be taken as a credit against outstanding invoices.

**Indicate acceptance or give alternate. Describe in detail your firm's procedures for submitting warranty claims. Include a copy of your firm's policy related to damage to printers/faxes. All limitations and exclusions should be identified should be identified.**

### **3.4 Regulation Compliance**

All items supplied shall comply with all Federal, State, and other laws relative thereto. Offeror further agrees that the goods quoted comply with all applicable Federal and State Occupational Safety and Health Laws, Standards and Regulations, and that the seller will indemnify and hold the buyer harmless for any failure to so conform.

**Indicate acceptance or give alternate.**

### **3.5 Inventory**

- a. Cartridges must be readily available, with sufficient stock to meet the County's needs.

**Discuss your firm's ability to maintain sufficient stock to meet the County's needs. Identify the lead times for delivery of product once an order is placed.**

- b. While the majority of the printers currently used in the County are identified in **Attachment A**, cartridges for other printer brands may also be required. These included: NEC, Sharp, Canon, Brother, and Okidata. Additionally, as printer models change toner cartridges may also change.

**Indicate your firm's ability to supply cartridges for the printer models mentioned above. Include catalogs or line card detailing the extent of your inventory for additional models. Also, and most importantly, describe your proposed method for establishing pricing for these cartridges. i.e discount off of list, percentage markup, etc.**

**Submit your cost proposal for cartridges identified on Attachment A.**

### **3.6 Product Catalog**

Successful Offeror will provide product "catalog" that will allow the users to view all the current contract products, pricing, and full product descriptions. The catalog must be kept current and updated. At minimum users must be able to search by manufacturer, manufacturer part number, or key words. Cost of providing the catalog is borne by the supplier. Preference will be given to suppliers that can provide an on-line product catalog.

**Indicate your ability to provide a catalog(s) detailing cartridges and pricing. Describe the media to be used to distribute catalogs and the frequency of and updates.**

**3.7 Order Placement**

Currently, the County uses a CXML based system for punch-out order. Offeror must be able to communicate with CXML based system. Orders are placed by individual County departments. Orders received from the County must reference a Purchase Order number and provide a complete delivery address and contact name and a phone number. **Exhibit "III"**

**Indicate your company's ability to receive orders in the form mentioned above. Also indicate your ability to accept orders electronically through on-line ordering system. Provide a brief summary of your on-line ordering system.**

**Describe in detail how you plan to handle the County of Ventura's orders. Will your firm provide a dedicated contact individual or group of individuals to process County orders? Please describe your customer service plan in detail.**

**3.8 Minimum Order**

Due to the de-centralization of the program – whereby agencies place individual orders the desired minimum order is one item.

**Indicate acceptance or give alternate.**

**3.9 Order Status and Tracking**

Supplier must provide a method/system by which end users can be provided with up to date order status information. Such system should provide status of open orders, back orders, and warranty returns/exchanges. Information should include estimated time of shipment.

**Describe the method(s) County staff will be able to utilize to obtain order information. Preference will be given to suppliers with the ability to provide this information on-line.**

**3.10 Order Cancellation**

Supplier shall accept order cancellations, without any cost to the County department, at any time prior to delivery.

**Indicate acceptance or give alternate. Describe order cancellation process.**

**3.11 Return of Product**

Departments may, from time to time, have to return product ordered in error or for other than warranty reasons.

**Describe your firm's policy on the return of product, other than for warranty issues.**

### **3.12 Freight**

Shipments to the ordering department shall be the responsibility of the supplier and shall be made either by the supplier's owned delivery equipment and personnel, or by other means identified, as to effect prompt and reliable delivery.

All products shall be supplied on a FOB (Free on Board) basis. All freight and delivery costs shall be included in the prices quoted, unless stated separately, by Offeror.

**Identify your standard method of shipment. Are expedited or express shipping options available? If yes, provide process for requesting such processing and pricing information.**

### **3.13 Packing Slip**

Each order shall be accompanied by a packing slip. Packing slips shall, at a minimum, include the following information:

The date, to whom (department) shipped, purchase order number, product description and product number, status of items not shipped, and back order due date. Number of cartons and weight shall also be indicated.

**Indicate compliance or give alternate.**

### **3.14 Reports**

The supplier shall report the total dollar and unit volume of recycled and non-recycled products supplied to each County department during the fiscal year. This report shall be submitted each year, for the fiscal year ending June 30<sup>th</sup>, by September 30<sup>th</sup>. Reporting format and content requirements are shown in **Exhibit II**.

In addition to the annual recycled contract reporting requirements, Supplier shall provide ad hoc usage reports as requested by the County. Reports must be delivered to the requesting agency within 10 calendar days after receipt of request.

The usage reports may be requested in various formats, sorted by:

- a) Part number
- b) Item description

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- c) Cost
- d) Quantity
- e) Department/budget that made purchase
- f) Invoice number
- g) Invoice date
- h) Purchase order number

Sample reports may be required prior to award of contract.

**Indicate your ability to meet the annual recycled content reporting requirements, and the ad hoc usage reports requirements. Describe how the data is compiled for each report and the level of detail to be included.**

### **3.15 Invoicing**

Current, invoicing methods vary- from each department being invoiced according to their individual, separate, purchase order documents for each new order to a master summary invoice itemized by department cost center.

All invoices must contain the following information, as a minimum:

Purchase Order number, Ship to address, Quantity and Part number/description, date of shipment unit cost and extended cost.

Actual format of invoicing will be coordinated and finalized upon mutual agreement with the successful offeror.

**Describe in detail your firm's proposed billing procedure and sample invoices. Describe your firm's ability to provide a consolidated invoice for all County orders itemized by cost center.**

### **3.16 Cartons/Packaging**

It is preferred that all packaging materials be recyclable material. It is, also, preferred that all corrugated packaging materials contain at least 35 percent post consumer recycled content.

Each cartridge must be packaged, and marked, in accordance with industry standard practice, to protect the cartridge during transit.

The use of "Styrofoam" is prohibited.

**Indicate acceptance or give alternate. Describe the packing materials used by your firm. Include information on the post-consumer recycled content.**

**Indicate how the recycled content of the packing/shipping containers can be verified. For example, are, or can, boxes/cartons be marked with a certification stamp or other identifier that clearly indicates the amount of**

**recycled content, or can the manufacturer provide certification of actual post-consumer recycled content.**

### **3.17 Delivery**

As stated earlier, for the most part delivery of remanufactured cartridges as been to the desk top with one-to-one exchange. In some cases, an up-charge was imposed when an empty cartridge was not available for exchange.

Offerors may propose the same type of program. Offerors may also, or as an alternate, propose cartridge delivery by common carrier, in which case Offerors must provide an efficient, and cost effective, method of cartridge exchange/return.

**For Desk Top Delivery – Describe delivery method and estimated lead-time. Include ordering procedures, and exchange procedures.**

**If one-to-one exchange is not required, explain your methodology for collection of spent (empty) cartridges. Identify any additional costs if an exchange cartridge is not available. Identify cartridges that will not be accepted. Identify the criteria that deems a cartridges un-acceptable.**

**For Common Carrier Delivery- Describe delivery method. Include ordering procedures, and spent/used cartridge exchange procedures.**

**Include detailed plan for recovering empty cartridges. Should cartridge exchange require that County departments mail/ship cartridges, back to supplier, supplier must provide packing instructions, all packing materials, labels, and freight must be prepaid. Identify additional costs, if any, should an empty cartridge not be returned.**

**Identify cartridges that will not be accepted. Identify the criteria that deems a cartridges un-acceptable. Identify any rebates offered for spent cartridges.**

### **3.18 Service and Technical Assistance**

As with any conversion to a new process or new product, end-user training and technical support is an important part of the transition.

**Describe in detail your plan for providing technical assistance in conjunction with this agreement.**

**3.19 Material Safety Data Sheets (MSDS)**

Successful Offeror shall comply with the State of California Hazard Communication Regulation Section 5194 of Title 8, California Administrative Code (T8CAC), and submit Material Safety Data Sheets as required on hazardous substances.

**Describe in detail your firms plan for the distribution of the required MSDS Sheets.**

**3.20 Exclusivity**

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other contractors/suppliers.

**3.21 Permits**

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

**Indicate acceptance or give alternate.**

**3.22 Insurance Requirements**

Successful Offeror shall acquire and maintain at his/her own expense all insurance described in RFP Section 4, Item 11.

**Indicate acceptance or give alternate.**

**3.23 Non-Collusion**

If there is reason to believe that collusion exists among the Offeror's, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offeror's.

**Indicate acceptance by retuning with your proposal an executed Non-Collusion Affidavit – ATTACHMENT "B" or give alternate.**

**3.24 Cooperative Purchase Agreement**

Offeror may offer to extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement, or failure to agree, to the "piggyback" clause will not be a factor in award of proposal. All piggyback agreements with other agencies will be separate from, and unrelated to, any entered into hereunder by the County and the successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the successful Offeror(s) and other public agencies.

**Complete and return ATTACHMENT "C" with your proposal.**



## SECTION 4 PROFESSIONAL SERVICES CONTRACT TEMPLATE

COUNTY OF VENTURA CONTRACT NUMBER # \_\_\_\_\_

### CONTRACT

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and \_\_\_\_\_, hereinafter called "Contractor."

### WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material.

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing \_\_\_\_\_ services hereinafter described:  
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

#### **1. SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

#### **2. PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

#### **3. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is

subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

**4. NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

**5. TERM**

This Contract will be in effect from \_\_\_\_\_, through \_\_\_\_\_ subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

**6. TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of

termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination. This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

**7. DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

**8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

**9. INSURANCE PROVISIONS**

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed

operations, broad form blanket contractual and \$50,000 fire legal liability.

- 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
  - 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
1. Certificates of Insurance for all required coverage.
  2. Additional Insured endorsement for General Liability Insurance.
  3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

## 10. **NON-DISCRIMINATION**

- A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

**11. SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

**12. INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

**13. CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by or his/her authorized representative.

**14. ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

**15. CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

**16. CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

**17. NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura  
General Services Agency  
Procurement Services  
800 South Victoria Avenue, L#1080  
Ventura, CA 93009

TO CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

**18. MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

**19. ORDER OF PRECEDENCE (OPTIONAL, OMIT IF NOT APPLICABLE)**

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. County of Ventura RFP #
3. Contactor's proposal dated

**20. GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

**21. SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

**22. CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

**23. COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

**24. CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

**25. ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this Contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**COUNTY OF VENTURA**

**CONTRACTOR\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Secretary of State Entity Number



**CONTRACTOR**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

EXHIBIT "A"

CONTRACTOR RESPONSIBILITIES

See Exhibit A Scope of Work

COMPENSATION SCHEDULE

Payment terms are typically Net 30 Days, in arrears for services rendered or deliverables based. Upfront payments are allowed in limited situations. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).