



CITY OF IRVING

SOLICITATION OVERVIEW

The City of Irving is soliciting proposals for:

TITLE: Selection of Multifunction Printers/Copiers
RFP Number: 155D-09F
Commodity: 5510, Copiers, Purchase and 4230 Copiers, Rental
Due Date: 3:00 p.m., June 19, 2009
Location: City of Irving, Purchasing Division
845 W. Irving Blvd.
Irving, Texas 75060

Vendor Conference:

There will be no vendor conference for this RFP.

Public Proposal Opening:

There will be a public proposal opening in the Purchasing Division conference room immediately following the proposal due time/date. All that will be available at this time will be the names of the responders. A list of the responders will be posted on the City's Web site within two days after the proposal closing date.

Written Questions:

Submit written questions to:

Darlene Rush, Senior Purchasing Agent, drush@cityofirving.org and
Anthony McCann, Service Desk Manager, amccann@cityofirving.org

Questions may be submitted through 3:00 p.m., May 25, 2009

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.



IRVING

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TABLE OF CONTENTS for RFP 155D-09F

Solicitation Overview 1

Table of Contents 2

Overview and Executive Summary..... 3

General Requirements 4

Anticipated Order of Events 5

Evaluation Criteria 5

Proposal Pricing Pages 6-21

Needs Analysis Methodology Questionnaire 22

Technical Support Page 23

Summary Response Page 24

Attachment A-2, Standard Terms and Conditions 25-28

Attachment B-6, General Instructions to Proposers 29-31

Attachment B-7, Special Instructions to Proposers 32-33

Attachment B-4, Checklist for Proposers..... 34

Attachment B-5, Map Locating Purchasing Division..... 35

Attachment C-1, Conflict of Interest Instructions 36

Attachment C-2, Conflict of Interest Statement 37-38

Attachment D-9, No Insurance Requirements..... 39

Attachment E-1, Environmental Commitment 40

Attachment E-2, Environmental Stewardship 41

Attachment F-1, Good Faith Effort Program Overview 42

Attachment F-2, Good Faith Effort Affidavit 43

Attachment G-9, No Bonding Requirements 44

Attachment I-1, Background/Statistics, City of Irving45

Attachment J-1, Listing of Current Multifunction Printer/Copiers 46-50



OVERVIEW & EXECUTIVE SUMMARY

The City of Irving currently owns and leases various brands and models of copiers and multifunction printers. The intent of this Request for Proposal is to select one manufacturer with three to four models to standardize the City's current printers, copiers, fax machines, and scanners with standardized units.

Our current leases expire at different times and the intent is to continue the current leases, but as these leases expire, the City will replace with the selected standardized multifunction printers.

This solicitation will provide a selection of two or three manufacturers to be selected so that the City can pilot test their products. Upon completion of the testing period, the City will select the manufacturer to standardize the City's multifunction printer/copier needs.

Features listed for each of the four units are to be included in the total cost to obtain a price comparison; however, the actual unit leased or purchased may vary slightly from these options and may also have additional options added as well.

Dealers supplying the test models may or may not be awarded as the City's supplier for the copier needs, as all dealers for the manufacturer/models selected will have an opportunity to provide the best pricing to the City unless only one supplier for this region is available.

The City reserves the right to utilize any cooperative purchasing agreement pricing in order to obtain best pricing for the City once the manufacturer/models are selected; however, it is the intent to award an annual contract with pricing to remain at or below any of their cooperative purchasing agreement pricing available at the time of the lease or purchase of the unit.

General Requirements

Vendor Responsibility

It is the vendor's responsibility to provide information on all necessary devices, hardware and software to make the proposed system (application software and hardware) operational, regardless of direct mention in this document.

Current Technology

All equipment must have manufacturer production dates within the last 18 months.

Support and Maintenance

The vendor shall be prepared to take responsibility for full maintenance of the multifunction printers following the initial warranty period for a total of five years coverage. Maintenance shall cover all technical assistance in the identification and diagnosis of software problems. The Information Technology department must have direct access to tier 2 or 2nd level support. The proposal should also include the vendor's policies and procedures regarding installation and training. Vendor shall state whether support is local or out of state.

Documentation

The proposed system shall include complete documentation for all hardware and software products. The software documentation shall include the following manuals, at a minimum:

- Reference guides explaining each function and command.
- User guides containing procedures for using all system commands and functions.
- Technical guides or manuals describing the operating system.

Users shall have the right to produce an unlimited number of copies of all documentation. Documentation for each unit shall describe the operational characteristics and construction of the device sufficiently to enable the performance of routine maintenance and troubleshooting.

Training Requirements

The vendor will provide a complete description of training available in the proposal. This will include training for all users as each unit is installed.

Anticipated Order of Events

The City of Irving anticipates awarding the contract within six (6) months of the proposal due date. The City also recognizes that various events may extend or shorten that timeframe, at the City's discretion.

- Make proposals available to vendorsJune 4, 2009
- Proposals due by **3:00 p.m. on June 19, 2009**. The City of Irving will receive sealed proposals in the Purchasing Division, 845 W Irving Blvd., Irving TX 75060 until 3:00 PM on the due date above. Late proposals will not be accepted.
- Evaluation of proposals and determine brands for testing July 17, 2009
- Complete testing of selected manufacturers/models February, 2010
- Selection of make and modelsMarch, 2010

Evaluation Criteria for Selection of Test Units

- Suitability and value 20%
- 60-Month pricing information including cost and maintenance (price per page) .. 50%
- References 30%

Criteria for Testing Units to Make Final Selection

- Customer satisfaction..... 25%
- Cost..... 35%
- Machine performance..... 25%
- Tech support 15%

SECTION I - PRICING QUOTE for Six-Month Lease for Testing Units

Item	Description	List any special considerations for leasing the test units.	Lease Price for Six Months to Test Units	
			Monthly Cost for Six-Month Lease for Test Units	Total Cost for Six-Month Lease for Test Units
1	<p>Digital Imaging System Standard Factory Minimum Configuration – Copy Speed 33-37 pages per minute Maximum paper size of 11" x 17" Maximum duty cycle 3,000 pages per month First page out as fast as 4.5 seconds 75-sheet automatic document feeder Auto Duplexer (2-sided) 128Mb/768MB Memory RAM 50Gb Hard Disk Drive 4000 sheets paper capacity Power Requirement: 110Volt/60 hz w/20A Fax Kit/Board – Faxing Functionality Network Printing Kit/Board – Functionality Network Scanning Kit/Board – Functionality Single Position Staple Finisher Hole Punch Unit Saddle Staple Finisher High Capacity Paper Tray (4000 sheets) Training and Installation Annual Maintenance – 3,000 pages per mo. Brand and Model</p> <p>_____</p>			
1A	<p>Cost per page – overage charges</p>			

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4A	Cost per page – overage charges			

SECTION II - PRICING QUOTE for 36-Month Lease or Purchase of Machines

Item	Description	Purchase Price			Lease Price for 36 Months		List any exceptions
		Initial Purchase Price	Total 36-Month Full Maint. Coverage	Total Price plus 36-Month Full Maint. Cost	Monthly Cost for 36-Month Lease	Total Cost for 36-Month Lease	
5	<p>Digital Imaging System Standard Factory Minimum Configuration – Copy Speed 33-37 pages per minute</p> <p>Maximum paper size of 11" x 17" Maximum duty cycle 3,000 pages per month First page out as fast as 4.5 seconds 75-sheet automatic document feeder Auto Duplexer (2-sided) 128Mb/768MB Memory RAM 50Gb Hard Disk Drive 4000 sheets paper capacity Power Requirement: 110Volt/60 hz w/20A Fax Kit/Board – Faxing Functionality Network Printing Kit/Board – Functionality Network Scanning Kit/Board – Functionality Single Position Staple Finisher Hole Punch Unit Saddle Staple Finisher High Capacity Paper Tray (4000 sheets) Training and Installation Annual Maintenance – 3,000 pages per mo. Brand and Model</p>						
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SECTION III - PRICING QUOTE for 48-Month Lease or Purchase of Machines

Item	Description	Purchase Price			Lease Price for 48 Months		List any exceptions	
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SECTION IV - PRICING QUOTE for 60-Month Lease or Purchase of Machines

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CITY OF IRVING

SUMMARY RESPONSE PAGE for RFP 155D-09F

Complete, legal name of firm submitting proposal:

Mailing Address: _____

Phone: _____ **E-mail Contact:** _____

Authorized Signature _____

Signature indicates that responder accepts the specifications, terms and conditions of this solicitation and that responder is not delinquent on any payment due the City of Irving nor involved in any lawsuit against the City.

Print Name _____ **Title** _____

Are you bidding as a _____ **Corporation** _____ **Non-Profit Corporation**
_____ **Limited Liability Company** _____ **Partnership**
_____ **Individual or Sole Proprietor**

If you are a minority-owned or woman-owned business, please check which type and list certification number, if any. _____ **Black** _____ **Hispanic** _____ **Asia-India** _____ **Asia-Pacific**
_____ **Native American.** **Certification #** _____

PAYMENT TERMS: Normal payment terms are 2%/30 days. If offering other terms/discount, please specify _____. Discount will be considered in award.

PAYMENT PREFERENCE: Check all that apply. _____ **EBT** (electronic bank transfer),
_____ **Check**, _____ **Credit card**

COOPERATIVE PURCHASES: Should other governmental entities decide to participate in this contract, would you agree that all terms, conditions, specifications and pricing would apply? Yes _____ No _____. If other governmental entities choose to participate, each entity will place its own order and be responsible for its own payments.

REFERENCES: This solicitation requires four references in which you currently have at least 20 various size units in place with that entity for a minimum of three years. Two of the references must be in the public sector. For each reference list name, contact person, address, telephone, and e-mail address, and any other pertinent information to help the City of Irving verify the quality of goods or services your firm provides.



STANDARD TERMS AND CONDITIONS

Attachment A-2 (rev. 02/03/09)

1. Application

These standard terms and conditions shall apply to all City of Irving (hereafter "City") solicitations and procurements, unless specifically excepted in the solicitation specifications or additional documents negotiated by the parties prior to formal award.

2. Requirements

By submitting a proposal, the respondent agrees to provide the City of Irving with the agreed-upon services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications, any subsequent addendums issued prior to the date of the opening, and any negotiated terms subsequent to the acceptance of proposals.

3. Legal Compliance

Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation indicates estimated quantities, such quantities are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential proposers, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Proposers are responsible for incorporating any and all modifications and addendums into their submissions.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

7. Late Proposals

Proposals must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late submissions and is not responsible for the lateness or non-delivery of proposals by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

8. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted proposals

9. Responsiveness of Proposals

The City wants to receive competitive proposals, but will declare “non-responsive” submissions that fail to meet significant requirements outlined in the solicitation documents.

10. Withdrawal of Proposals

Proposers may withdraw any submitted proposals prior to the submission deadline. Proposers may not withdraw once the proposals have been publicly opened, without the approval of the City’s purchasing manager. Proposers who no longer wish to negotiate with City will be allowed to withdraw proposals. However, once a proposal has been withdrawn, it can no longer be considered.

11. Disqualification of Proposer

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: Collusion among proposers; Proposer’s default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid or agreed upon; Proposer’s lack of financial stability; any factor concerning the proposer’s inability to provide the quantity, quality, and timeliness of services specified in the solicitation; proposer involved in a current or pending lawsuit with City; proposer’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and proposer’s attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.

12. Cost of Submission

The cost of submitting proposals shall be borne by the proposers, and the City will not be liable for any costs incurred by a proposer responding to this solicitation.

13. Failure to Deliver Services

If a proposer is unable to deliver the quantity or quality of specified services, or is unable to deliver within a time period agreed upon prior to award, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

14. Taxpayer Identification

Proposers must provide the City a current W-9 “Request for Taxpayer Identification and Certification” before services can be procured from the proposer.

15. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a proposer’s invoice, they will not be paid. Additionally, proposers cannot use the City’s tax exemption status to purchase goods or services related to this solicitation.

16. Payment

Payment will be made as agreed upon in the deliverables section of the final proposal. Proposer is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

17. Outstanding Liabilities

Proposers shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Proposals will be considered non-responsible and not given further consideration if submitted by a proposer with such outstanding liabilities.

18. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

19. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful proposer as an independent contractor. The City shall not be liable for any claims, which may be asserted by any third party occurring in connection with services performed by the successful proposer, and the successful proposer has no authority to bind the City.

20. Governing Law

All proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the laws and court decisions of the State of Texas.

21. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

22. Assignment

Proposer shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, with the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the proposer's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

23. Termination

If an awarded proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the proposer by the City's purchasing manager. In the event that Vendor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days notice. In any cancellation of contract, the City will pay the proposer for any and all services provided and accepted up to and including the date of termination.

24. Indemnification

Proposer shall defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the proposer and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

25. Venue

The obligations of the parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

26. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

27. Solicitation Results

The City normally posts solicitation results on-line by the end of the next business day after submissions are received. The City's Web site is www.cityofirving.org. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. In the case of RFP's, only the names of the proposers are listed. Results are for informational purposes only, and is not a notice of award.

28. Open Records

Proposals do not become public record until an award is made. Trade secrets and other material considered confidential by the proposer should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a bid, the City will forward the appropriate documents to the Attorney General of Texas who will contact the proposer to request sufficient written reasons and information as to why the information should be protected from disclosure. Upon review of the proposer's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.



GENERAL INSTRUCTIONS TO PROPOSERS

Attachment B-6 (rev. 12/31/08)

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.cityofirving.org. The City of Irving does not charge for specifications. If a third-party offers specifications or bid information for a fee, they do not represent the City. The City may charge for plans and drawings for construction solicitations.

2. Submission of Proposals/Late Proposals

Proposal pricing must be in US dollars and cents, unless a "percentage off" is requested. Proposers are to provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. Proposals are to be submitted in a sealed envelope or package and labeled with the proposer's name and the solicitation name & number. All proposals must be submitted to the City of Irving Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the proposer's responsibility to ensure that bids are delivered/received by the specified time. Late proposals will not be accepted and will be returned unopened.

3. Legal Name of Proposer

In completing the Summary Response Page, the proposer must list the legal name of the proposer's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the proposer (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the proposer's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices bid and terms stated.

5. Altered Proposals

Any alterations, erasures or strikethroughs made by the proposer prior to submission of the proposals must be initialed by the proposer to guarantee authenticity.

6. Cooperative Purchase

Proposers are given an opportunity on the Summary Response Page to indicate their willingness to allow other public entities to use the proposal response as a basis for a contract with their entity, in lieu of competitive bidding. This provision is in compliance with Local Government Code 271.102.

7. Payment Terms, Discount & Type of Payment

Respondent should state payment terms on the Summary Response Page. If the proposer fails to indicate payment terms, the City will use the default of 2%/30 days. The proposer may also express the method(s) in which he or she wishes to receive payment.

8. References

When references are requested, the Summary Response Page will indicate how many references and will state what other conditions may apply to the references. Proposer will attach a separate page with the requested references.

9. Conflict of Interest

Proposers should review the instructions on conflict of interest (Attachment C-1). Proposers are to complete and submit the Conflict of Interest form (Attachment C-2), when a conflict of interest exists.

10. Environmental Stewardship

Proposers are encouraged to review the City's commitment to the environment (Attachment E-1). Proposers are to complete and submit the Environmental Stewardship form (Attachment E-2).

11. Good Faith Effort

Proposers are encouraged to review information on the City's Good Faith Effort program (Attachment G-1). Proposers are to complete and submit the Good Faith Effort Affidavit (Attachment G-2). Recommended proposer(s) will be required to complete the additional GFE forms as part of the award process.

12. Addendums

It is the proposer's responsibility to alter his proposal response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the bid due date. Efforts will be made to ensure that proposers receive notice of addendums, but the ultimate responsibility rests with the proposer.

13. Exceptions

If a proposer takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the proposal due date or within 24 hours of a pre-proposal meeting, whichever is earlier. Approved exceptions will be included in an addendum and posted on the Purchasing Solicitation page of the City's Web site.

14. Checklist

A Proposer's Checklist (Attachment B-3) is included with the solicitation package. The checklist is an aid to the proposer in knowing which documents to submit.

15. Hot Line

Vendors may call 888-223-9524 to anonymously report instances of fraud, waste or abuse. Please provide as many details as possible.



SPECIAL INSTRUCTIONS TO PROPOSERS

Attachment B-7 (rev. 2-4-09)

1. Bidding Process/Contact Information

The City of Irving is aware of the time and effort proposers spend in preparing and submitting proposals. We will work with you to make the process as easy as possible. If you have questions or concerns about the bidding process, please contact:

Darlene Rush, Senior Purchasing Agent
drush@cityofirving.org
972.721.3752

2. Method of Award

Award will be made to the responsive respondent scoring the highest points as determined by the City's evaluation team based on the evaluation criteria specified in this solicitation. Awards totaling \$25,000 or more will be made by the Irving City Council.

3. Public Proposal Opening

A public proposal opening will be held at 3:00 p.m. on June 19, 2009, in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060. The only information to be shared in this opening is a list of who responded.

4. Insurance Requirements

This solicitation has insurance requirements. They are listed as Attachment D-4, D-6, and D-7. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment D-4) with your bid.

5. Equipment Damaged

All equipment herein described shall be covered by applicable insurance by the vendor during periods of transportation prior to installation and acceptance. Cost to repair any City equipment damaged during installation will be borne by the vendor.

6. Organization of Proposal Responses

The response should be organized in the same reference sequence as the specifications.

7. Financial Statement

The vendor must be a financially healthy institution capable of conducting business during the short-term installation effort and the long-term maintenance and support effort. An acceptable Dun and Bradstreet ranking, if applicable, financial statements, and bank references may be requested.

The City reserves the right to have the vendor provide financial statements reflecting the financial position of the company for the last full and previous four fiscal years and the most current year to date results of operations.

8. Background Check

All staff members from a proposing company will be subject to run of a criminal background check. Convictions of a Class B and above are a disqualifying factor.



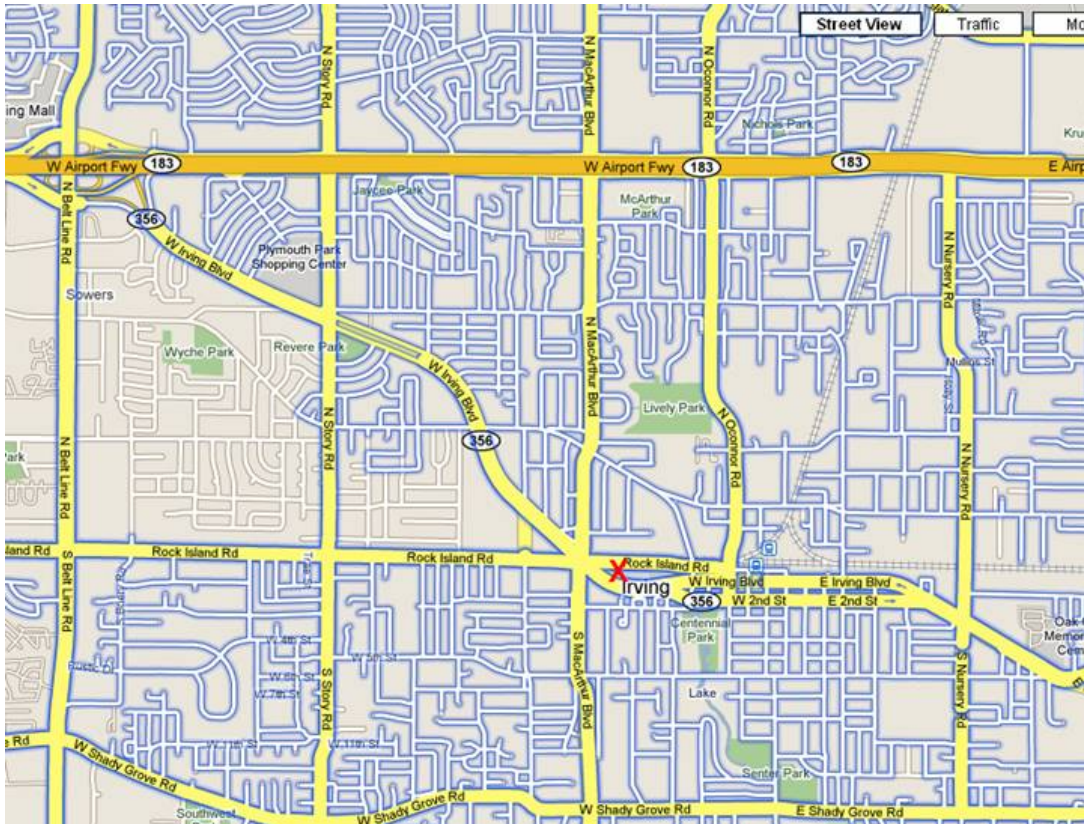
CHECKLIST FOR PROPOSERS

Attachment B-4 (rev. 12/31/08)

PROPOSERS CHECKLIST: (Documents to be submitted in response to this RFP)

- _____ **PROPOSAL COVER PAGE:** Completed Summary Response (Page 24)
- _____ **PROPOSAL PRICING PAGES:** (Pages 6-21)
- _____ **NEEDS ANALYSIS METHODOLOGY PAGE:** (Page 22)
- _____ **TECHNICAL SUPPORT DESCRIPTION PAGE:** (Page 23)
- _____ **FIVE DUPLICATE COPIES OF PROPOSAL** (1 marked original-5 marked copy)
- _____ **REFERENCES** (4 with 2 in public sector as requested on Proposal Cover Page)
- _____ **ENVIRONMENTAL STEWARDSHIP** (Attachment E-2)
- _____ **GOOD FAITH EFFORT AFFIDAVIT** (Attachment F-2)
- _____ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment C-2)
- _____ **DUE DATE** (Proposal must be received & stamped in Purchasing
no later than 3:00 pm on **June 19, 2009**)

Proposals failing to comply with the above will be deemed non-responsive.



Location of City of Irving Purchasing Division
Attachment B-5 (rev. 12/31/08)





**INSTRUCTIONS for
CONFLICT OF INTEREST QUESTIONNAIRE**
Attachment C-1 (rev. 12/31/08)

- 1. If you have a conflict of interest in doing business with the City of Irving, use Attachment C-2, Conflict of Interest questionnaire. Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.**

- 2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.**

- 3. If you complete Attachment C-2, Conflict of Interest questionnaire:**
 - **Put the name of proposer and name of company in block #1.**
 - **If any person employed by proposer or proposer's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the City of Irving, list that information in blocks #3, #4 and/or #5 as appropriate.**
 - **Sign in block #6.**

- 4. To view a listing of conflict of interest forms filed with the City of Irving, please click**
<http://cityofirving.org/city-secretary/conflict-of-interest/conflict-of-interest-forms.html>

- 5. Listings of City elected officials and local government officers may be found on the City's Web site: www.cityofirving.org.**

- 6. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.**

Attachment C-2

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
Date Received		
1	Name of person doing business with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

RFP 155D-09F **Name of Proposer** _____

**NO INSURANCE
REQUIREMENTS
FOR THIS RFP**

Attachment D-9 (rev. 12/31/08)



ENVIRONMENTAL COMMITMENT & COMPLIANCE

Attachment E-1 (rev. 12/31/08)

Because the City of Irving is committed to protecting the environment and becoming a successful environmentally sustainable community, it is essential that environmental considerations be a part of all City activities and operations. This commitment is demonstrated through;

- Compliance
- Environmental Sustainability
- Continued Improvement
- Pollution Prevention

As a contactor/vendor/consultant for the City of Irving your environmental performance is critical in meeting the City's commitment to protect the environment and comply with all environmental laws and regulations.

There are many laws and regulations relating to the protection of the environment. In these laws, all persons share responsibility for the environment. It is your responsibility as a contractor to know which laws, regulations, approvals or permits relate to the work you are doing for the City of Irving. It is also your responsibility as a contractor to comply with all applicable laws and ensure all requirements imposed by these laws are met

The City of Irving has a commitment to being good stewards of the environment. We expect your commitment, as a City contractor/vendor/consultant, to the same goal.



ENVIRONMENTAL STEWARDSHIP

Attachment E-2 (rev. 12/31/08)

Recognizing the importance of exercising positive environmental stewardship, The City of Irving is pro-active in encouraging environmentally-sound practices in our operations and among our residents, businesses, and suppliers. Please review the specifications or scope of work for this solicitation for any environmental requirements.

Check any of the following which apply to your business operation, and list details:

_____ **Recycling** _____

_____ **Energy Efficiency Practices** _____

_____ **Environmentally Preferred** _____

_____ **Water/Energy Conservation** _____

_____ **Air Quality/Emissions** _____

_____ **Disposal Practices** _____

_____ **Other Environmentally Friendly Practices** _____

Proposer/Proposer _____

RFP Number 155D-09F

Date _____



GOOD FAITH EFFORT PROGRAM OVERVIEW

Attachment F-1 (rev. 12/31/08)

All bid documents and proposal packages must include the signed GFE affidavit affirming the proposer/proposer's intent to comply with the City's Good Faith Effort program. Unless otherwise indicated in the ITB or RFP documents, no other GFE documentation will be required at time of bid or submission. Upon notification of intent to recommend award of contract, the apparent low proposer/most advantageous proposer has up to five (5) business days to submit the appropriate GFE forms to the City's M/WBE Program Administrator. Required GFE forms must be submitted prior to award by City Council.

The GFE forms are:

- **GFE-1** Good Faith Effort Affidavit (included as Attachment F-2)
- **GFE-2** Schedule of M/WBE Participation
- **GFE-3** Good Faith Effort Log
- **GFE-4** Intent to Perform as a Sub-Contractor
- **GFE-5** Payment Report

NOTE: Forms GFE-2 thru GFE-5 are available on the City's Web site in the Purchasing section, under "Forms."

1. All proposers or proposers must submit form **GFE-1**, Good Faith Effort Affidavit.
2. Prime contractors who are tentatively recommended for award and who will meet or exceed the GFE goal must submit the following additional forms:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
3. Prime contractors who are tentatively recommended for award and who will NOT meet or exceed the GFE goal must submit the following form:
 - GFE-3** Good Faith Effort LogIn addition, if the contractor has partial participation toward the goal, the following forms are also submitted:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
4. The awarded contractor will submit the following form monthly to verify that the sub-contracting work is being done as agree upon:
 - GFE-5** Payment Report

For any GFE communication: Call 972-721-3753 or 972-721-2631



GOOD FAITH EFFORT AFFIDAVIT
Attachment F-2 (rev. 12/31/08)

On January 11, 2007, the Irving City Council adopted a policy to equitably and conscientiously include Minority- and Women-owned Business Enterprises (M/WBE's) in the City procurement process for all basic goods, services, professional services, and construction solicitations. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Irving has implemented the Good Faith Effort (GFE) Program.

M/WBE Participation Goals

The GFE Plan establishes subcontracting goals for all prospective proposers, proposers, and submitters to ensure a reasonable degree of M/WBE participation in City contracts. It is the goal of the City of Irving that a certain percentage of work under each contract be executed by one or more M/WBEs.

The following M/WBE participation goals have been established without consideration for a specific ethnicity or gender:

<u>Construction</u> 30.00%	<u>Architectural & Engineering</u> 28.00%	<u>Other Services</u> 33.00%	<u>Professional Services</u> 20.00%	<u>Goods</u> 10.00%
--------------------------------------	---	--	---	-------------------------------

The apparent low proposer/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low proposer/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" proposer or proposer.

By signing below, I agree to provide the City of Irving with a completed copy of all forms required by Good Faith Effort Program. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid or proposal may be deemed "non-responsive" and I may be denied award of the contract.

RFP 155D-09F

 Typed or Printed Name of Certifying Official of Company

 Date

 Signature of Certifying Official of Company

 Title

Form GFE-1

**NO BONDING
REQUIREMENTS
FOR THIS RFP**

Attachment G-9 (rev. 12/31/08)

**CITY OF IRVING LEASED COPIERS
Attachment J-1**

Department	Address	Zipcode	Contract	Brand	Serial #	Unit	Install Date	Expire Date	Mo. Copies Allowed
Animal Services	100 N. Briery Road	75061	TCPN	XEROX	WRT-607511	W5638PT	11/1/2007	11/1/2012	5,000
Arts Center	3333 N MacArthur Blvd	75062	TCPN	XEROX	URT955449	CC232H	1/4/2006	1/4/2011	6,000
Arts Center	3333 N MacArthur Blvd	75062	TCPN	XEROX	UTU102849	WCP265H	11/1/2005	10/1/2010	30,000
City Attorney's Office	825 W Irving Blvd	75060	TCPN	XEROX	UTU900689	WCP275H	3/3/2006	3/3/2011	10,000
City Attorney's Office - Prosecutor	305 N O'Connor Blvd	75061	TCPN	XEROX	URR053892	WCP232	3/7/2006	3/7/2011	2,000
City Manager's Office	825 W Irving Blvd	75060	DIR	XEROX	FKA464053	WC7335P	9/12/2007	9/12/2012	.0129 B&W/.089 Color
City Secretary's Office	825 W Irving Blvd	75060	TCPN	XEROX	NWL051393	C55H	2/12/2004	2/12/2009	60,000
Code Enforcement	825 W Irving Blvd	75060	TCPN	XEROX	UTU901133	WCP265H	3/3/2006	3/3/2011	10,000
Convention & Visitors Bureau	222 Las Colinas Blvd W	75039	TCPN	XEROX	FKA625720	WC7345P	4/1/2008	3/31/2012	14,000 B&W / 250 Color
Convention & Visitors Bureau	222 Las Colinas Blvd W	75039	TCPN	SHARP	4500033X	AR-M550U	12/21/2004	1/8/2008	60,000
Corp Comm	825 W Irving Blvd	75060	TCPN	XEROX	URT957742	WCP238H	3/9/2006	3/9/2011	10,000
Corp Comm - ICTN	233 S Rogers Rd	75060	TCPN	XEROX	UTU901154	WCP265H	3/3/2006	3/3/2011	5,000
Corp Comm - Print Shop	825 W Irving Blvd	75060	TCPN	XEROX	GWB794862	DC8000APC	9/26/2007	2/26/2012	100,000
Corp Comm - Print Shop	825 W Irving Blvd	75060	TCPN	XEROX	AFR269483	P120-MFFC	9/26/2007	9/26/2012	200,000
Engineering	825 W Irving Blvd	75060	TCPN	XEROX	VDR551079	WC7655	1/8/2008	1/8/2013	10000 B&W / 250 Color
Engineering/Inspections	146 N Briery Road	75060	CISV	CANON	MQU12389	ir2000	4/20/2005	4/30/2010	6,000

**CITY OF IRVING LEASED COPIERS
Attachment J-1**

Engineering - Las Colinas Service Center	5964 N O'Connor	75061	CISV	CANON	MQU13395	ir2000	2/20/2005	9/20/2010	6,000
Finance/Accounting	825 W Irving Blvd	75060	CISV	CANON	KCC22206	ir3570	4/20/2005	4/20/2010	9,000
Finance/Purchasing	845 W Irving Blvd	75060	TCPN	XEROX	UTU901120	WCP265H	3/3/2006	3/3/2011	15,000
Finance-Cust Service-1st Floor Civic Ctr.	825 W Irving Blvd	75060	TCPN	XEROX	URT959021	WCP232H	3/3/2006	3/3/2011	4,000
Fire Department-1st	845 W Irving Blvd	75060	TCPN	XEROX	UTV811117	WCP255H	3/9/2006	3/9/2011	3,000
Fire Department-2nd	845 W Irving Blvd	75060	TCPN	XEROX	TFN701416	WCP3545	3/10/2006	3/10/2011	10,000(b/w) / 0 (color)
Fleet	140 N Briery Rd	75061	TCPN	XEROX	WRR026073	W5632	1/5/2009	1/5/2014	2,000/mo reconciled 6,000/quarterly
Housing/Human Svcs	2520 W Irving Blvd.	75061	TCPN	XEROX	VDR547227	W7655P	9/26/2007	9/26/2012	16,000
Information Tech.	825 W Irving Blvd	75060	TCPN	XEROX	URR053985	WCP232	3/3/2006	3/3/2011	3,000
Library	801 W Irving Blvd	75060	CISV	CANON	MPH59313	IR3300	12/18/2003	12/17/2008	50,000
Library	801 W Irving Blvd	75060	CISV	CANON	MPH59316	IR3300	12/18/2003	12/17/2008	50,000
Library	801 W Irving Blvd	75060	CISV	CANON	MPH59314	IR3300	12/18/2003	12/17/2008	50,000
Library	801 W Irving Blvd	75060	CISV	CANON	JCT05235	IR5020	12/18/2003	12/17/2008	50,000
Library	801 W Irving Blvd	75060	CISV	CANON	JCT05201	IR5020	12/18/2003	12/17/2008	50,000
Library	2928 N. Beltline Rd.	75062	CISV	CANON	MPH59304	IR3300	12/18/2003	12/17/2008	50,000

**CITY OF IRVING LEASED COPIERS
Attachment J-1**

Library	2216 W. Shady Grove Rd.	75060	CISV	CANON	MPH59309	IR3300	12/18/2003	12/17/2008	50,000
Library	440 S. Nursery Rd.	75060	CISV	CANON	MPH59291	IR3300	12/18/2003	12/17/2008	50,000
Library	401 Cimarron Trl.	75063	CISV	CANON	MPH59300	IR3300	12/18/2003	12/17/2008	50,000
Library	801 W Irving Blvd	75060	CISV	XEROX	VGW616601	D240C	10/26/2005	10/26/2010	0
Library	801 W Irving Blvd	75060	CISV	XEROX	WUP895749	D250EFI	10/26/2005	10/26/2010	
Library - Archives	802 W. Irving Blvd.	75060	STATE TERM	XEROX	N8N063970	CC123	12/5/2006	12/15/2011	15,000
Library-Children's	801 W Irving Blvd	75060	TCPN	XEROX	UTU901138	WCP265H	3/6/2006	3/6/2011	10,000
Municipal Court	305 N O'Connor Blvd	75061	TCPN	XEROX	VDR551565	WC7655	12/30/2007	12/30/2012	13000 B&W / 250 Color
Municipal Court, Court #1	305 N O'Connor Blvd	75061	TCPN	XEROX	FLB034092	W5030	1/6/2009	1/6/2014	1,000/mo reconciled 3,000/quarterly
Municipal Court - Bayliff	305 N O'Connor Blvd	75061	DIR	XEROX	VDR551565	W5638PT	1/15/2009	1/15/2014	10,000/mo reconciled 30,000/quarterly
Non-Departmental-Warehouse	3000 Rock Island	75060	TCPN	XEROX	UTU106737	WCP265H	3/3/2006	3/3/2011	30,000
Non-Departmental-2nd Floor Hallway - INSP - Amy Brown	825 W Irving Blvd	75060	TCPN	XEROX	UTU105824	WCP265H	3/6/2006	3/6/2011	40,000
Non-Departmental-3rd Floor Hallway - HR	825 W Irving Blvd	75060	TCPN	XEROX	UTU828442	WCP265H	3/6/2006	3/6/2011	40,000
Non-Departmental-4th Floor Hallway - FIN	825 W Irving Blvd	75060	TCPN	XEROX	UTU106794	WCP265H	3/6/2006	3/6/2011	40,000
Non-Departmental-1st Floor Hallway - PARKS	825 W Irving Blvd	75060	TCPN	XEROX	VDR550385	WC7655	12/26/2007	12/26/2012	3000 B&W / 250 Color

**CITY OF IRVING LEASED COPIERS
Attachment J-1**

Parks - Community Bldg	135 S Jefferson St.	75060	CISV	XEROX	NL2022211	DC420AC2	4/2/2003	4/2/2008	15,000
Parks - Heritage Senior Center	200 S Jefferson St	75060	CISV	XEROX	NL2001548	DC420AC2	12/24/2003	12/1/2008	2,000
Police - Admin	305 N O'Connor Blvd	75061	CISV	CANON	KEM00007	irc5800 IMAGE	4/20/2005	4/20/2010	45,000
Police - Auto Pound	401 Valley View Lane	75061	CISV	CANON	SKV050416	ir3570	4/20/2005	4/20/2010	9,000
Police - CID	305 N O'Connor Blvd	75061	TCPN	XEROX	UTU103505	WCP275H	11/21/2005	11/21/2010	15,000
Police - Comm. Svcs	305 N O'Connor Blvd	75061	TCPN	XEROX	UTU900518	WCP265H	3/15/2006	3/15/2011	3,000
Police - Communications	305 N O'Connor Blvd	75061	TCPN	XEROX	URT813991E	cc232h	2/14/2007	2/14/2010	10,000
Police - Emerg Mgmt.	3000 Rock Island	75060	TCPN	XEROX	urt816811	cc232h	5/1/2007	5/1/2010	10,000
Police - Emergency Management	3000 Rock Island Road	75061	TCPN	XEROX	FKA615465	7335	10/5/2007	10/5/2012	9000 B&W / 250 Color
Police - FAC - 1st Fl.	600 W Pioneer Dr	75061	TCPN	XEROX	URT806622	WCP238H	10/1/2006	10/1/2011	20,000
Police - FAC - 2nd Fl.	600 W Pioneer Dr	75061	TCPN	XEROX	URT810130	WCP238H	12/1/2006	12/1/2011	20,000
Police - Jail 1	305 N O'Connor Blvd	75061	TCPN	XEROX	VDR548681	WC7655	11/21/2007	11/21/2012	15000 B&W / 250 Color
Police - Jail 2	305 N O'Connor Blvd	75061	DIR	XEROX	YHT754976	WC4118X	9/20/2007	9/20/2012	600
Police - North-Briefing	5992 N O'Connor	75039	TCPN	XEROX	URT816765	cc232h	4/13/2007	3/13/2010	10,000
Police - North-Workroom	5992 N O'Connor	75039	TCPN	XEROX	utv152241	cc255h	3/15/2007	3/15/2010	20,000
Police - Patrol - South	305 N O'Connor Blvd	75061	TCPN	XEROX	UTU901161	WCP265H	3/2/2006	3/2/2011	15,000
Police - Personnel	305 N O'Connor Blvd	75061	CISV	CANON	50584225	ir3570	4/20/2005	4/20/2010	9,000

**CITY OF IRVING LEASED COPIERS
Attachment J-1**

Police - Property Rm	305 N O'Connor Blvd	75061	TCPN	XEROX	WRR026121	W5632	1/9/2009	1/9/2014	4,000/mo reconciled 12,000/quarterly
Police - Records 1	305 N O'Connor Blvd	75061	TCPN	XEROX	VDR566187	W7665P WC	6/1/2009	6/1/2014	15,000/mo reconciled 45,000 quarterly
Police/Fire Training Acad.	2603 Esters Rd	75062	TCPN	XEROX	VDR566169	W7665P WC	6/1/2009	6/1/2014	25,000/mo reconciled 75,000 quarterly
Police/Fire Training Acad.	2603 Esters Rd	75062	TCPN	XEROX	YHT640780	WC4118x	5/28/2009	5/28/2012	1,000/mo reconciled 3,000 quarterly
Solid Waste Svc/Sanitation	140 N Briery Rd	75061	TCPN	XEROX	FKA620102	7345	12/17/2007	12/17/2012	3500 B&W / 250 Color
Street Division	333 Valley View Ln	75061	TCPN	XEROX	VDR550143	7655	12/19/2007	12/19/2012	1500 B&W / 250 Color
Street Division	333 Valley View Ln	75061	TCPN	XEROX	NWL601999	WCP45H	8/17/2005	8/17/2010	10,000
Water Utilities - Admin	333 Valley View Ln	75061	TCPN	XEROX	UTU900924	WCP265H	3/7/06	3/30/2011	41,000
Water Utilities	333 Valley View Ln	75061	TCPN	XEROX	NWL111101	WCP45H	8/26/2005	8/26/2010	10,000
Water Utilities	333 Valley View Ln	75061	TCPN	XEROX	RYU262635	WCM20I	11/4/2005	11/4/2010	1,000
Water Utilities	333 Valley View Ln	75061	TCPN	XEROX	NWL111097	WCP45H	8/30/2005	8/1/2010	10,000
Water Utilities-Lake Chapman	6440 FM1377,Princeton	75407	TCPN	XEROX	RYU349275	M20i	9/11/2007	9/11/2011	1,000