

CHAUTAUQUA COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS



PROPOSAL NO. RFP- 1-22 IT

Multifunctional Equipment and Services

PROPOSAL ISSUE DATE:	January 26, 2022
QUESTIONS DUE BY:	February 8, 2022
PROPOSAL DUE DATE:	February 15, 2022
TIME:	3:30 PM

RESPOND TO:

ATTN: BECKY ANDERSON, PURCHASING MANAGER

3 NORTH ERIE ST.

MAYVILLE, NY 14757

EMAIL: andersob@chqgov.com

PH. 716-753-4918

PJ WENDEL JR.
COUNTY EXECUTIVE

KITTY CROW
DIRECTOR OF FINANCE

BECKY ANDERSON
PURCHASING MANAGER

MELISSA HAMILTON
PURCHASING AGENT

1. Intent of Proposal:

Chautauqua County is requesting proposals in response from this RFP from established and qualified Multifunction Device (MFD) vendors to provide leasing, maintenance, and relocation services throughout the various Chautauqua County departments.

PROJECT BACKGROUND:

Chautauqua County currently contracts with a vendor to lease multifunction photocopy equipment and services at all County department locations, with almost 70 pieces of equipment. The equipment details and recent copy counts (Appendix B) are provided.

County government administration is shared among approximately 15 departments, and spans 30 physical locations. There are three primary government campuses based in the two County cities, Jamestown and Dunkirk, and the County seat, Mayville, NY. Local area networks at these campuses are joined via a wide area network, and remote locations tie into this network by various means of technology. The County's Information Technology Services department is also based in Mayville, NY.

PROJECT OBJECTIVES:

The primary goals of this project are:

- a) To provide multi-function capabilities including print, copy, scan, and fax as required to all County departments and locations;
- b) To maximize business process efficiencies and maintain a high level of print quality and reliability;
- c) To provide training and mentoring for Chautauqua County's technical staff and end users.

SCOPE OF WORK:

The following services shall be required in the performance of this contract, and in achieving the County's project objectives:

- a) The awarded proposer must be able to provide the County with replacements "in place and operational" for all current equipment listed in the existing contract (Appendix A) upon termination date of current contract, March 31, 2022, to meet the current needs of the County at the time of the beginning of the new contract term.
- b) Proposer may propose new or used equipment and identify if replacement equipment will be new or used. The vendor must be authorized distributor of the manufacturer proposed.
- c) Chautauqua County does not guarantee any actual amount or volume of paper production or services utilized over the life of the agreement. Historical usage data is provided in Appendix B, however actual usage during the term of this contract may be more or less with no

guarantee of actual volume usage.

- d) The County may, at its discretion and at any time, request that additional leased units be added to the scope of this contract. Pricing proposed in response to this request will apply to the units added subsequent to the contract start date. Units added within the first twelve months of the contract must be new units where new units were originally proposed otherwise used units may be installed under all other conditions subject to all requirements of serviceability as otherwise provided in this RFP.
- e) **Subcontracting:** Intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in the subcontract. Except as identified in Seller's proposal, subcontracting shall not be permitted unless approved by the County in writing.
- f) **Contract Term & Pricing:** The contract period for this RFP will be three years beginning April 1, 2022 and ending March 31, 2025. Prices quoted are to be firm for the contract period.
- The contract may be extended when mutually agreed in writing up to two additional years renewable on the anniversaries not to exceed March 31, 2027 at which time the contractor may impose a small increase not to exceed 2%.
 - Prices are to be inclusive of equipment, supplies (excepting paper and staples) and service as detailed in the Cost Proposal Worksheet (Appendix B). Chautauqua County reserves the right to review the performance of the winning contractor for adherence to the specifications enclosed within this bid document and subsequent contract yearly, on the anniversary date of signed contract. Should sufficient evidence prove failure to comply with these requirements, Chautauqua County reserves the right to terminate the contract at that time.
 - Price/Delivery/Installation/Training/Relocation: Price shall include all customary duties and charges and be net, F.O.B. any destination point in Chautauqua County, any department and its location, including installation and instructions to personnel, and one complete copy of the instructional manual for the specific machine place at that location. Relocation cost should be a flat fee per unit requested to be moved.
 - **Price:** should include an equipment lease rate (monthly), a per copy rate (Black and Color), a per print rate (Black and Color), and a per scan/fax rate for each equipment listed on (Appendix B – Current Equip. & Historical Data). Cost Proposal Worksheet (Appendix C) must be filled out and submitted with response.
 - Cost of optional features (i.e. duplex, finishing, wireless printing) should be provided on a per unit/per segment basis. You may include this on a separate attachment.

- Proposed rates shall be guaranteed for the duration of the contract.
- No evergreen clause shall apply to any units leased under contract.
- No minimum number of prints, copies, scans, or faxes shall be required on any unit under contract.
- The County is requesting pricing for a 36-month, fixed price, lease term. Vendor will be responsible for maintaining all equipment, providing technical support and ordering replacement supplies as needed.
- Chautauqua County may exercise an option to purchase, any, all or none of the copier machines for its Fair Market Value (FMV) at the end of the three (3) year term or any subsequent anniversary period.
- The proposal shall warrant that the costs quoted for equipment and services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.
- The pricing and labor rates provided in the Seller's proposal as a result of a response to this RFP shall be considered valid, for the purposes of possible contract negotiations which may result in quantity and price changes.
- The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- The proposal shall clearly specify the proposed interface with GFI Faxmaker and include any additional licensing fees required for such functionality OR an alternative network or cloud-based fax solution.

g) **Location:** Local service and technical support are considered an integral part of the contract. Therefore, there must be a manufacturer's authorized service facility within forty (40) miles of any County Facility. Said authorized service facility shall have the financial wherewithal to support the County's requirements as so described in this request for proposal.

- The County reserves the right to inspect a service address for compliance of all of the terms of this bid document and subsequent contract. This location must prove adequate, in terms of industry standards, with employees and inventories of equipment, parts and supplies offered, capable of processing and shipping large numbers of orders and responding to the County's needs, to various destinations within the County.
-
- Awarded Vendor must be able to respond in an efficient and well equipped manner to service calls with 24 hours of receiving such a call from the County regardless of weather

conditions

h) **Equipment:** The equipment proposed must operate to the satisfaction of County personnel. Whether new or used, equipment that fails to operate to the satisfaction of staff shall be replaced upon request by the Chief Information Officer. A review of functionality of existing units, including copy counts (provided in Appendix B) should be completed to best provide fully operational units.

Hardware and software should be compatible with Microsoft Windows operating systems (Server 2016 or higher, Windows 10 or higher).

Any units requested subsequent to the start of the contract may include print, scan, and/or fax capabilities upon the initial request. The per-print, per copy, and per fax prices offered in the bid submission will apply to those units added subsequent to the start of the contract. No additional costs shall be charged the inclusion of these functionalities.

Accessory items, not included in the base cost must be priced separately, and specified for each location where required.

Optional functions may include:

- Larger format prints
- High capacity drawers
- Duplex
- Finishing
- Color scan
- Electronic fax capabilities (the County utilizes GFI Faxmaker)
- Wireless printing
- “Follow-me” or cloud-based queue printing.

Proposal should include a list of initial equipment for replacement of current units. Equipment should be categorized in to standard MFP industry segments (Appendix C).

i) **Maintenance and Service:** Vendor shall be responsible for collecting monthly meter reads, maintaining equipment (parts and labor) and providing consumable supplies (e.g., toner cartridge, etc.) without an ordering process by County personnel. Additionally, the County is requesting access to the Management Application for County use.

- Vendor shall provide a dedicated technician(s). Provide information on any additional cost for the after-hours service.
- The awarded Vendor is to maintain accurate inventory of all devices and provide to County upon request.
- Please provide information on how service calls are handled and what process is followed if there is an issue in providing prompt service.
- Detail how training on new MFDs will be provided to staff. Training is to be delivered within one (1) week of equipment installation. Provide detail on the number of hours for onsite training that are included. Training shall be provided on a periodic basis and at the County department's discretion to ensure that the staff are fully competent on the use of the equipment.
- Provide detailed information related to technical service calls with response time to include available hours of technical support.
- Should a new device be proposed in any instance through the life of the contract, the vendor guarantees that any new equipment offered is standard "OEM", new equipment of the latest models, of regular stock products, and in current production at the time of bid submission.
- Every unit must be guaranteed over the life of the contract. The contractor shall bear all material and labor costs for the repair of equipment defects and failure occurring within the contract period from the date of installation and satisfactory operation by the County. If a copier does not perform to the satisfaction of the County during the contract period, then the contractor shall upon approval of the Information Technology Services (ITS) department office replace the unit with a like model without cost to the County. The replacement machine shall have a guarantee identical to the original machine.
- The vendor must guarantee that no attachment or part has been substituted or applied contrary to manufacturers' recommendations and standard practice.
- Vendors should specifically list any special requirements (e.g., dedicated power supplies, etc.) associated and/or required for use with the equipment being proposed.
- Loan equipment shall be provided when repair cannot be completed within the above time frame. Loan equipment of compatible production capability and user interface, shall be furnished. Each piece of equipment shall have a decal or label indicating the name, address and phone number of the nearest service facility.
- If the equipment falls below the manufacturer specifications or user acceptance levels for

three (3) consecutive calendar months, the department shall receive from the vendor replacement equipment of the same model, features and performance.

- If the replacement equipment continues to fall below the effectiveness level then the County may invoke any of the same three (3) remedies listed. None of the above shall affect the rights of the County to replacement of equipment under other sections of this RFP and subsequent contract.

Failure to meet the performance criteria may result in:

1. Mandatory replacement of all units of the deficient model with other equipment that meets the specified performance at no additional cost to the County.
 2. Cancellation of the contract.
 3. Awarding the contract to another vendor for equipment that meets the performance criteria with any increase in cost chargeable to the non-performing vendor.
- Each vendor furnishing a toxic substance as defined in Section 875 of the State Labor Law to the County, shall provide the County, with not less than two copies of the material safety data sheet, which sheet shall include for each substance the information outlined in Section 876 of the State Labor Law.

GENERAL TERMS AND CONDITIONS

SECTION 1: INSTRUCTIONS

- 1.1. RFP - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law. Chautauqua County Purchasing Policy rules in this case require selection of a contractor through a Request for Proposal process.
- 1.2. Chautauqua County encourages all qualified applicants, including Minority-Owned Business Enterprises, Women-Owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises, to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- 1.3. Chautauqua County is exempt from all Federal and State taxes.
- 1.4. Insurance shall be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. It is preferred that you attach samples or original certificates of insurance along with your proposal.

- Within (5) five days receipt of the notice of award the proposer shall supply up-to-date certificates of insurance. Certificates may be e-mailed to the insurance department representative at the following address email wakamata@chqgov.com.
- Failure to do so may be cause for the County to declare a proposal non-responsive, with the result that the award may go to the next highest scoring proposal.

1.5 A copy of the Chautauqua County Minimum Insurance Requirements is attached, along with a sample copy of the contract or agreement of service with terms and conditions.

1.6 The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

SECTION 2: SUBMISSION OF PROPOSALS:

2.1 Sealed proposals shall be submitted to Chautauqua County Purchasing Department 3 North Erie St., Mayville, NY by February 15, 2022 at 3:30p.m.

Please include the following information on the front of the sealed envelope:

Attention:	Becky Anderson, Purchasing Manager
Proposal No:	RFP-1-22 IT
Title of Proposal:	Multifunction Equipment and Services

Any proposals, or unsolicited amendments to proposals, received after the due date and time specified on the cover page may not be considered in the review process. No faxed or e-mailed documents will be accepted. Chautauqua County takes no responsibility for any third party error in the delivery of the applications (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).

Copies of proposals shall be available in a Microsoft Word or PDF document by e-mail after all proposals have been opened and awarded.

- 2.2 No proposal will be considered which is not accompanied by pricing information for services to be rendered, and all proposals shall be signed by an authorized individual.
- 2.3 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (NYS Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: “THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM

DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 3: MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:

- 3.1 Questions about or requests for clarification of an item for this RFP must be submitted in writing to Becky Anderson, Purchasing Manager at andersob@chqgov.com. Questions must be submitted prior than the date on the front of this solicitation. County responses will be submitted to all parties in the form of an Addendum to the original RFP, receipt of which must be acknowledged with each proposal submittal.
- 3.2 **Other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.**
- 3.3 A proposal that is in the possession of Chautauqua County may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the proposal due date. Fax, email, telephone or verbal alterations will not be accepted. A proposal that is in the possession of Chautauqua County may be withdrawn by the proposer up to the time of the proposal due date. Failure of the successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Purchasing Manager.

SECTION 4: EVALUATION CRITERIA:

- 4.1 The County reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.
- 4.2 **Alternatives/Value-Added Considerations:** The Proposer may include items not specified in this RFP in their proposal in which the vendor feels can be pertinent to or an added benefit to the services requested. All such alternatives must be listed separately from the proposal and the cost thereof must be separated and itemized.
- 4.3 A contract may be awarded to the proposer whose proposal achieves the highest evaluation score by the evaluation committee based on the specified criteria, and not solely on the basis of price.

- 4.4 Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- 4.5 Evaluation will be performed to determine the proposers understanding of work to be performed, technical approach, potential for completing the work as specified herein, cost reasonableness, the probable cost to the County, and ranking with competing proposers.

SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:

- 5.1 The County requests that the following format be followed when submitting your proposal:
- ✓ The title page: RFP Subject, name of proposer, address, telephone, email address, contact person and table of contents.
 - ✓ Qualifications: List of qualifications and experience to carry out the requested services. Qualification to do business in NYS, number of years in business and length of experience. Limit this to two (2) pages maximum.
 - ✓ References: Include at least two references from supervisors of previous projects. Provide a list of municipal clients whom you have had past projects with that are of similar size and quality.
 - ✓ Plan Implementation: This is the scope of services in terms of the proposer's plan to carry out the requested services. Limit of a total of 6 pages maximum.
 - ✓ Cost Proposal Section: This shall include *all costs* associated with the proposer's plan to carry out the requested services as specified. Any cost proposal forms furnished by the County must be included in this section. Alternatives must be separated and itemized.
 - ✓ Mandatory Documents: Please use the Response Checklist when submitting your proposal.

SECTION 6: PREPARATION OF PROPOSAL

- 6.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 6.2 Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk
- 6.3 The County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

SECTION 7: PROPOSER QUALIFICATIONS:

- 7.1 Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work.
- 7.2 The County shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the contract, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.

SECTION 8: AWARD AND CONTRACT INFORMATION:

- 8.1 The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 8.2 The proposer expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- 8.3 Chautauqua County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so. Explanations of County decisions shall not be required except as otherwise provided by law.
- 8.4 The successful proposer will be required to enter into and sign an Agreement or an Agreement of Services (Contract) with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.
- 8.5 The successful proposer will not commence any work, which could be billed, until a valid Contract has been executed by both the proposer and the County.

**CHAUTAUQUA COUNTY
RESPONSE CHECKLIST - PROPOSAL NO. RFP-1-22 IT**

Please note below a list of documents which must be submitted in full as part of this proposal. Failure to submit any of the documents as part of your proposal or failure to acknowledge any addendum in writing with your proposal may be cause for rejection of the proposal.

Submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposal) may also be cause for rejection.

Please check each item indicating your compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

____ RESPONSE CHECKLIST

____ NON-COLLUSION CERTIFICATE

____ IRANIAN DIVESTMENT CERTIFICATE

____ FINANCIAL AFFIDAVIT

____ AFFIDAVIT OF A FOREIGN CORPORATION

____ CORPORATE ACKNOWLEDGEMENT CERTIFICATE

____ EXCLUSION CHECK

____ PRICING SUBMISSION SHEET (PROPOSAL FORM) IF INCLUDED OR VENDOR'S OWN SUBMISSION

____ REQUIRED FORMS AS LISTED IN RFP

____ ADDENDUM(S) ACKNOWLEDGE (IF APPLICABLE)

____ ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR SUBMITTED PROPOSAL

____ INSURANCE CERTIFICATES

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

RESPONSE FORM

Please indicate your response below as to whether you are interested in submitting a proposal for this particular service *(or)* not by returning **this form to the Purchasing Department by emailing to:** andersob@chqgov.com.

<i>Proposal Number:</i>	
<i>Title of Proposal:</i>	



_____ WE ARE INTERESTED IN THIS SOLICITATION. Please forward all addendums and any information pertaining to this to the contact/email address below:

VENDOR NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____ /Email: _____



_____ WE ARE NOT INTERESTED BECAUSE:

For purposes of facilitating your firm's response to our RFP, the County of Chautauqua is interested in hearing reasons for your not wishing to be on the future proposal vendor list.

_____ Service requested is not provided by our Company.

_____ Services and/or required materials as part of this solicitation do not meet your minimum specifications.

_____ Description of services are not clearly understood or applicable _____ too vague _____ too rigid.

_____ Service is too small

_____ Insurance Requirements

_____ Other reason not listed above (or) elaborate on the checked marked reason above:

_____ Please, remove my company from your bidders list for this project.



MULTIFUNCTIONAL EQUIPMENT LEASE AGREEMENT

This Agreement is made as of _____, 2022 by and between the following parties:

COUNTY: COUNTY OF CHAUTAUQUA, NEW YORK
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007
hereinafter called "County,"

-and-

LESSOR: NAME OF LESSOR
Address
City, State Zip Code
hereinafter called "Lessor."

WITNESSETH:

WHEREAS, County is in need of photocopiers for various County departments, and

WHEREAS, County issued RFP No. 1-22-IT Copiers dated January 26, 2022, soliciting competitive proposals for the lease of photocopiers for various County departments, and

WHEREAS, in response to said RFP, Lessor submitted the proposal highest-scored by the evaluation committee based on the specific criteria in accordance with County's purchasing policy and New York State General Municipal Law, and

WHEREAS, Lessor has offered to lease to County the photocopiers necessary to fulfill County's needs,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Lease Documents. The Lease Documents consist of the following, including all current and future appendices, attachments, addendum, adjustments, updates and amendments: this Agreement; County RFP No. 1-22-IT Copiers issued January 26, 2022; Lessor's proposal dated _____; and all applicable federal, state, and local laws, rules, regulations, requirements, resolutions, ordinances, policies, procedures, manuals, circulars, licenses, permits, certifications,

standards, guidelines, and guidance and implementation memos, as amended. Lease Documents are as fully a part of this Agreement as if attached hereto or repeated herein.

All services, including those provided by subcontractors, shall be provided in furtherance of and in conformance with the Lease Documents. It is Lessor's responsibility to make itself and any subcontractors aware of applicable Lease Document requirements.

In the event of a conflict between the terms of this Agreement and the terms of another Lease Document, the terms of this Agreement shall apply, provided, however, that where the other Lease Document provides greater detail about or elaboration of an obligation set forth in this Agreement, the provisions of the other Lease Document shall be considered as additional requirements to the duty or obligation found in this Agreement, enforceable at the option of County. This Agreement is to be construed as requiring conformance with all local, State, and Federal requirements.

2. Lease of Photocopiers. County shall lease from Lessor new high quality photocopiers (hereinafter "the photocopiers") initially consisting of the photocopiers listed in Appendix ___ to this Agreement. Upon one (1) months' notice by County to Lessor during the term of this Agreement, Lessor shall lease to County additional photocopier(s) at locations designated by County, provided, however, that in response to any County requests for additional photocopier(s), Lessor may provide new or used photocopiers to be mutually agreed upon at that time. County in its sole discretion may also upon ninety (90) days' notice to Lessor during the term of this Agreement terminate its lease of any one or more of the photocopier(s) leased hereunder.

3. Delivery, Installation, and Pick-Up of Photocopiers. Lessor shall be solely responsible for the delivery and complete installation of the photocopiers to County during the term of

this Agreement and in the event any photocopiers are removed and returned from service off-site. Lessor shall also be solely responsible for the pick-up and removal of the photocopiers for off-site service, upon the termination of this Agreement, or upon the termination of the lease of any particular photocopier leased hereunder for any reason. County will designate a single point of contact for coordinating deliveries, installations and pick-up of photocopiers.

4. Training, Special Requirements, and Toxic Substances.

Lessor shall provide reasonable training and instruction to County personnel on the operation of the photocopiers, and provide a complete copy of the instruction manual for each photocopier. Lessor shall specifically list any special requirements (e.g., dedicated power supply) associated and/or required to be used with the photocopiers. If Lessor furnishes to County a toxic substance as defined in Section 875 of New York State Labor Law, Lessor shall provide to County not less than two copies of the material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of New York State Labor Law.

5. Service and Maintenance. All maintenance and service required under this Lease shall be provided by Lessor. Lessor warrants that it has a sufficient number of factory-trained service technicians to respond to County's service calls within twenty-four (24) hours of the time the call was received. Lessor shall provide technicians who are trained to service the model requiring service and agrees that at no time will an untrained technician be dispatched to service County's photocopiers. Additionally, Lessor warrants that it maintains adequate inventories of photocopiers, parts and supplies to respond to routine requests within one (1) business day. Lessor understands and agrees Lessor shall be available to perform any service or maintenance 24 hours a day upon reasonable notice by

County.

Lessor shall maintain a local service facility within Chautauqua County. Lessor shall utilize this facility for all necessary off-site repairs. Lessor shall maintain a sufficient quantity of spare parts and consumables to enable Lessor to respond to all service calls as required by this Lease. In the event that Lessor cannot complete required repairs on-site, Lessor shall transport the malfunctioning photocopiers to its local facility for repair. In each case where Lessor transports photocopiers to its facility for repair, it shall provide loan photocopiers to replace temporarily the malfunctioning photocopiers. Loan photocopiers shall be a model of equal or greater functionality.

Regular maintenance shall be conducted in accordance with manufacturer's recommendations and shall include the replacement of all parts and consumables, including, but not limited to, toner, developer, drums, rollers, etc., but shall not include paper and/or staples. Lessor shall ensure that the County's departments have an adequate supply of toner to prevent work stoppages.

Additionally, Lessor shall perform preventative maintenance in accordance with manufacturer's recommendations and shall conduct such preventative maintenance using only manufacturer's preventative maintenance kits. Lessor agrees that at no time shall Lessor perform preventative maintenance using non-manufacturer's parts or preventative maintenance kits. Lessor shall schedule preventative maintenance in advance during low use periods identified by each individual worksite.

6. Guarantee. Lessor fully guarantees the performance of the photocopiers provided over the full Lease period, including, but not limited to, meeting the manufacturer's performance specifications. Lessor shall provide all parts and labor necessary to repair any defects or failures in the photocopiers.

If, for any reason, County is or becomes dissatisfied with the performance of a certain unit, Lessor shall attempt to repair the unit. If the repair is not deemed acceptable by County, Lessor shall replace the offending photocopiers with a like model acceptable to County at no cost to County. The replacement photocopiers shall be covered fully by the provisions of this paragraph.

7. Title to Photocopiers. All photocopiers subject to this lease shall be deemed Lessor's photocopiers and Lessor shall hold title to all photocopiers. At no time during the term of this Lease shall title to photocopiers pass to County.

8. Loss or Damage. County agrees to bear the risk of loss or damage to the equipment. If the equipment is lost or damaged, County agrees to replace or repair the equipment and to continue to pay rent.

9. Insurance Obligations. Lessor agrees to comply with County's Minimum Insurance Requirements, which are set forth at <http://chautauqua.ny.us/DocumentCenter/View/2401>. County agrees to keep the photocopiers fully insured against loss at its replacement cost, with Lessor named as loss payee. County shall also maintain comprehensive public liability insurance acceptable to Lessor and provide proof of insurance satisfactory to Contractor no later than thirty (30) days following the commencement of this Lease, and thereafter upon written request.

If County fails to obtain and maintain property loss insurance satisfactory to Lessor and County fails to provide proof of such insurance within thirty (30) days of the commencement of the Lease, Lessor has the option but not the obligation, to secure property loss insurance on the photocopiers from a carrier of Contractor's choosing in such forms and amounts as Contractor deems reasonable to protect Lessor's interest. If Lessor places insurance on the photocopiers, Lessor will not name County as insured and

County's interests may not be fully protected. Should Lessor secure insurance as a result of County's failure to obtain and maintain property loss insurance, then County shall reimburse Lessor for cost of the insurance premium which may result in a profit to Contractor through an investment in reinsurance. Any insurance proceeds will be applied, at Lessor's option to i) to repair, restore or replace the photocopiers or ii) to pay Lessor the remaining balance of the Lease plus Lessor's estimated residual value, both discounted at 6% per year.

10. Payment. County shall pay Lessor a monthly lease payment for each of the photocopiers to be calculated based upon the total volume of copies generated by each photocopier in the previous calendar month in accordance with the rates provided in Lessor's Cost Proposal Worksheet attached hereto as Appendix

_____.

County shall not be obligated to generate a minimum number of copies, and County's lease payment set forth above shall be inclusive of all of the following:

a. All service, maintenance, and supplies (excluding paper and staples) required to keep the leased photocopiers functioning to County's standards including, but not limited to, all parts, labor, travel, toners, and waste toner bottles;

b. All document feeders, duplex units, paper drawers, network boards, fax boards, finishers, standard stack feed bypasses, and auditrons (in photocopiers of 20 pages per minute or more);

c. Mechanisms to control access and track photocopy production volume both by entering account numbers at individual photocopiers and through a centralized networked data reporting system; and

d. Consultation services to survey, define and recommend changes to equipment and processes, that would introduce cost savings and efficiencies.

County's lease payment set forth above shall not include additional memory chips, surge protectors, coin ops, and auditrons (in photocopiers of less than 20 pages per minute). Payment shall be made monthly based upon submission by Lessor to County of properly itemized, certified, and executed County claim vouchers whose form and content shall be subject to review and approval of the County's Chief Information Officer or its duly authorized designee, together with all documentation as reasonably necessary. The monthly billing shall be set up on a spreadsheet in a manner similar to that shown in Appendix _____. Detail must include cost per photocopier and to each user department location, as well as the total gross cost to County.

11. Term. This Lease shall commence as of April 1, 2022 and shall terminate March 31, 2025. This Lease may be extended when mutually agreed upon in writing for an additional two years on the anniversaries not to exceed March 31, 2027. County may terminate a portion or all of this lease as set forth in Section 2 of this Agreement, and can immediately by written notice terminate this Lease in the event Lessor violates any of the provisions of this Lease, including incorporated Appendices.

12. Option to Purchase. Lessor grants County an option to purchase any, all, or none of the copiers for the copiers' Fair Market Value at the expiration of this Agreement or after any extensions thereof.

13. Additional Terms and Conditions. Lessor shall comply with all provisions contained in Appendices A, ____, and ____ attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUNTY OF CHAUTAUQUA

BY _____ DATE _____
Paul M. Wendel, Jr., County Executive

NAME OF LESSOR

BY _____ DATE _____
Lessor's Signatory, Title

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On the _____ day of _____, in the year 2022 before me, the undersigned, personally appeared Paul M. Wendel, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On the _____ day of _____, in the year 2022, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Amendment. No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

Assignment. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the County. (GML Section 109)

Audit. County, itself or through a third party, reserves the right to audit Contractor upon reasonable notice to ensure compliance with this Agreement. Contractor shall fully comply with any such audit.

Binding Agreement. This Agreement shall be binding on the parties, their successors, heirs, and assigns.

Certification. By submitting a claim to County for payment, Contractor certifies: that claims are just, true, and correct; that goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with this Agreement; that no portion of any claim has been paid; that there exist no offsets or counterclaims; and that no tax is included.

Confidentiality. Information relating to individuals who may receive services pursuant to this Agreement shall be confidential, and maintained and used only for the purposes intended under this Agreement, in accordance with all applicable State and Federal laws, rules and regulations and industry standards. If Contractor is a Business Associate of the County as defined by HIPAA, Contractor shall comply with the terms of County's standard Business Associate Agreement, as the same may be amended from time to time, unless otherwise agreed upon in writing by the parties. This requirement shall survive termination of this Agreement.

Conflict. In the event of a conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall be controlling notwithstanding anything in Contractor's documents to the contrary.

Debarment/Suspension – see County solicitation documents.

Electronic Payment. Contractor acknowledges that County issues vendor payments electronically, and shall complete payment forms as required by the County for that purpose. Electronic Payment Methods forms can be found at: <http://www.co.chautauqua.ny.us/218/Forms-Applications>

Entire Agreement. This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

Force Majeure. The County may terminate or suspend its performance under this Agreement, in whole or in part, immediately upon the occurrence of a "force majeure." A "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the County which render performance of its obligations impossible.

Guarantee. Contractor shall fully guarantee the quality and workmanship of the services and/or goods provided, and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.

Governing Law. Notwithstanding any statement in this or any other document to the contrary, this Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and Contractor consents to New York State Court jurisdiction in Chautauqua County, New York as the exclusive jurisdiction for this contract, and any disputes hereunder shall be heard by a court of competent jurisdiction in Chautauqua County, New York, unless this paragraph is physically crossed out and initialed by both parties, or unless the Federal supremacy clause requires otherwise.

Independent Contractor. Contractor is an independent contractor and not an employee, servant, or agent of the County. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

Indemnification. Contractor shall be solely responsible and answerable in damages for any and all accidents and/or

injuries to persons (including death) or property arising out of or related to the services to be rendered by Contractor or its subcontractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's performance or failure to perform the terms of this Agreement. In the event that this Agreement is funded by Federal or State funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's action or failure to act in accordance with this Agreement.

All money expended by County as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to County.

Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement, including attachments and referenced items, deemed to be in conflict, unless specifically stated otherwise.

Insurance. Unless waived by the County Attorney or his/her designee in writing, Contractor shall secure and maintain the insurance specified at <https://chqgov.com/finance/insurance-requirements> incorporated by reference as though fully set forth herein, with County named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The insurance afforded the additional insureds shall be at least as broad as that afforded to the first named insured. County as additional insured will be entitled to the limits stated in the contract or the full limits of the policy, whichever is greater. Contractor shall file a certificate of insurance with the County prior to performing pursuant to this Agreement or receiving any payment. Contractor shall provide new insurance certificates when the existing certificates expire, without demand.

Contractor shall immediately forward to County (fax (716) 753-4888) any notice of actual or pending termination, suspension, or non-renewal of insurance. In the event Contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract, and may declare this Agreement to be automatically and immediately terminated effective as of the moment of expiration, termination, or suspension. In addition, County reserves the right to withhold payment to Contractor until such new certificates have been provided and approved. County shall have unlimited access to Contractor's insurance company and policies.

Licenses and Permits. Contractor shall secure and maintain throughout the term of this Agreement all necessary licenses, permits, and other certifications and qualifications required for its performance of this Agreement. Contractor shall immediately notify the County of any notice of, or actual, revocation or restriction of a license, permit, or other certification necessary for its performance of this Agreement. In the event of a revocation which prohibits Contractor from being able to perform this Agreement, this Agreement shall automatically terminate effective as of the moment of such revocation.

Non-Discrimination. In the performance of this Agreement, Contractor will not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status. Contractor shall comply with County's Title VI (non-discrimination) policy, which can be found at <http://chautauqua.ny.us/DocumentCenter/View/2402> and with the County's DBE policy.

Notice of Investigation. Contractor shall notify County in writing within five (5) calendar days of obtaining knowledge of the commencement of any investigation or audit or adverse action against Contractor by any governmental agency, to the extent such audit, investigation, or action relates in any way to contract services.

Set-Off Rights. County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall

include, but not be limited to, the option to withhold for the purposes of set-off any money due to Contractor under this or any other Agreement, up to any amounts due and owing to County with regard to any contract with any Chautauqua County department, office or agency.

Severability. Should any part, term, or provision of this Agreement be determined, by a court of competent jurisdiction, to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be impaired or affected.

Statutory Compliance. Contractor shall perform in accordance with all applicable federal, state, and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory and regulatory provisions applicable to this Agreement are hereby incorporated by reference. Contractor shall provide, at its own expense, all permits, licenses, and certifications required for the performance of its services pursuant to this Agreement and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper activities. Contractor's performance shall meet or exceed industry standards.

Subcontracts. Contractor shall: (a) require any subcontractor, agent, volunteer, or other third party (Third Party) performing Agreement services to comply with all applicable Federal, State and Local laws, rules and regulations; (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by Third Party with this Agreement; (c) require any third party to indemnify County against any and all claims arising out of such Third Party's performance of, or failure to perform, the Agreement, with Contractor assuming such indemnification itself to the extent a Third Party fails to do so; and (d) remain fully obligated under this Agreement notwithstanding its delegation of a Third Party to undertake all or any portion of the performance of this Agreement. Contractor shall inform Third Parties, and require Third Parties to abide by, all relevant provisions of this Agreement.

Survival. The terms and conditions of this Agreement shall survive the expiration of this Agreement to the full extent necessary for their enforcement and for the

protection of the party in whose favor they operate.

Termination Obligations. Upon receipt of notice of termination of this Agreement, Contractor shall cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, unless otherwise directed by County, and shall not incur any new obligations after receipt of the termination notice without written approval of County.

Waivers. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any preceding or future breach of the same or any other covenant, term, or condition.

Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of New York State Labor Law. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by County of any County-approved sums due and owing for work performed upon the project.

Workers Compensation Coverage. If this Agreement is of such a character that the employees engaged thereon are required to be insured under the workers' compensation law, then, in accordance with General Municipal Law §108, this Agreement is void and of no effect unless the person or corporation making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance with the provisions of the workers' compensation law.

Title	DEPARTMENT	MANUFACTURER	MODEL	SERIAL NUMBER	PLACED	EXPIRES	EQUIP ID	JULY 2021	AUG 21	21-Sep	OCT 21	21-Nov	DEC 21							
JMST - OFA - CHAUT. CENTER	OFA	Kyocera	CS 3501ci	LA74701885	9/5/2019	3/31/2022	J1385	1326(bw)	6	765(bw)	193	1788(bw)	834	4902(bw)	1866	3219(bw)	1489	2021(bw)	1109	25309
JMT - DSS - SCOB 3rd	DSS	Kyocera	CS 3501ci	LAB3201275	6/25/2015	3/31/2022	J3051	20523	24487	25760	25760	25227	25227	25227	25227	25227	25227	25227	25227	25309
MVL - GOB 1ST FLR - PAYROLL	FINANCE	Kyocera	CS 3501ci	LAB3X00817	5/16/2014	3/31/2022	J1917	5974	7930	7423	6866	6008	5148							
MVL - GOB 1ST FLR	FINANCE	Kyocera	CS 3501ci	LAB3201165	5/28/2014	3/31/2022	J3038	1662	625	597	5501	1991	19922							
JMT - SCOB	PROBATION	Kyocera	CS 3051ci	LAB3201223	6/4/2014	3/31/2022	J3049	5625	6326	4928	5407	6631	5200							
MVL - GOB 1ST FLR	HUMAN RES	Kyocera	CS 3501ci	LAB3201145	5/28/2014	3/31/2022	J3030	7527	9162	9496	7717	9168	10635							
MVL - GOB 3RD FLR	COUNTY EXEC	Kyocera	CS 3501ci	LAB3201240	5/28/2014	3/31/2022	J3091	2546	2416	1992	2057	1947								
MVL - ACAD ST	EMERGENCY SVCS	Kyocera	CS 3501ci	DIP50M00026	6/11/2017	3/31/2022	J3080	930(bw)	1499	1974(bw)	1932	3640(bw)	2302	1816(bw)	1871	1433(bw)	2638	2080(bw)	2142	2142
FAL - WORKS ST	DPF	Kyocera	CS 3501ci	LA73Y00781	6/4/2014	3/31/2022	J3046	1231(bw)	2929	1746(bw)	3926	1485(bw)	2241	1365(bw)	2927	1286(bw)	2559	1338(bw)	2178	2178
JMT - CITY HALL 5TH FLR - CHEM DEP	MENTAL HYGIENE	Kyocera	CS 3501ci	LAB3201207	5/30/2014	3/31/2022	J3040	1731	1993	1862	1998	1604	1454							
MVL - CASA HRC 3rd	DSS	Kyocera	CS 3501ci	LAB3201144	5/18/2017	3/31/2022	J3039	9030	8596	7795	5699	2870	3796							
DNK - 214 CENTRAL	PLANNING	Kyocera	CS 3501ci	LAB3201316	5/30/2014	3/31/2022	J3042	758	1714	1027	1517	1336	165							
JMT - HOPKINS	CARTS	Kyocera	CS 4551ci	LA93500003	7/11/2014	3/31/2022	J3081	7243(bw)	5874	8093(bw)	6182	7214(bw)	6025	7387(bw)	4541	8040(bw)	5939	7243(bw)	5945	5945
DNK - CARTS	CARTS	Kyocera	CS 3501ci	LAB4201410	7/15/2014	3/31/2022	J3082	1940	1893	2226	1912	1787	1775							
JMT - CITY HALL 5TH FLR	MENTAL HYGIENE	Kyocera	CS4501ci	LAC3900456	5/30/2014	3/31/2022	J3041	13730	11885	6171	5103	5172	6866							
MVL - HRC 4TH FLR	HEALTH - NURSING	Kyocera	CS 3051ci	IHP50N00031	5/14/2009	3/31/2022	J3079	9156	5547	4710	4989	5550	6515							
MVL - MH 2 Academy	MENTAL HYGIENE	Kyocera	CS 3501ci	LAB3201302	6/6/2014	3/31/2022	J3053	6771	6792	6714	5041	5309	6843							
MVL - HRC 2ND FLR FRAUD	DSS	Kyocera	CS 4501ci	LAC3900484	6/6/2014	3/31/2022	J3055	14722	16705	12898	10187	9246	8118							
JMT - BWB	IDA	Toshiba	ES 5540CT	CBLC24498	6/6/2014	3/31/2022	J3044	7449(bw)	3400	4337(bw)	2983	2681(bw)	2776	3179(bw)	1761	4110(bw)	2297	2813(bw)	2159	2159
JMT - 567 WARWICK PLAZA - VETERANS	VETERANS	Kyocera	CS 3501ci	LAB3201219	6/4/2014	3/31/2022	J3045	3611	3593	1548	1859	1371	1195							
MVL - HEALTH - MAYVILLE	HEALTH - NURSING	Kyocera	CS 3501ci	LAB3201229	6/4/2014	3/31/2022	J3043	9665	18400	22831	20032	28312	20315							
ELL - LANDFILL	DPF - LANDFILL	Kyocera	FS 6525	NWZ2802288	6/24/2014	3/31/2022	J3083	917	1523	699	1185	470	1094							
JMT - SCOB 5TH FLR (CHILD CARE)	DSS	Kyocera	CS 3501ci	LAB3201200	6/4/2014	3/31/2022	J3050	931	815	1486	1474	1143	2809							
MVL - CCH 1ST FLR	COUNTY CLERK	Kyocera	FS 6525	NWZ3103797	6/18/2014	3/31/2022	J3066	829	948	1062	902	605	1012							
MVL - HRC 1ST FLR	FINANCE - INSURANCE	Kyocera	FS 6525	NWZ2802185	6/18/2014	3/31/2022	J3064	693	543	449	721	440	797							
JMT - CHILD/FAM 2ND FL	DSS	Kyocera	CS 3501ci	LAB3201231	6/4/2014	3/31/2022	J3047	6589	7254	7896	7463	7754	7588							
JMT - SCOB 3RD FLR	DSS	Toshiba	ES 656	CZIC17013	6/24/2014	3/31/2022	J3068 -50%	13530	14812	20840	19469	17120	20433							
MVL - HRC 2ND FLR CHILD SUP	DSS	Kyocera	CS 4501ci	LAC3900435	6/6/2014	3/31/2022	J3056	8276	8490	8565	9670	7517	8187							
JMST - PD 3 DNK City Hall	PD	Kyocera	FS 6525	NWZ3K07569	6/18/2014	3/31/2022	J3065	761	1171	1620	1197	1519	2398							
MVL - ACAD ST(Tapestry Program)	MENTAL HYGIENE	Kyocera	CS 3501ci	LAB3201211	5/28/2014	3/31/2022	J3029	1846	1548	774	992	828	602							
MVL - SHERIFF - JAIL SGT	SHERIFF	Kyocera	FS 6525	DIP50N00034	7/2/2009	3/31/2022	J3076 -50%	1101	1557	2315	1871	1190	2007							
MVL - SHERIFF (BOOKING)	SHERIFF	Kyocera	CS 3501ci	DIP50N00009	7/2/2009	3/31/2022	J3073	16452	14558	14427	13058	10342	9310							
MVL - SHERIFF (ADMIN)	SHERIFF	Kyocera	CS 3501ci	DIP50N00040	7/2/2009	3/31/2022	J3074 -50%	5629	8932	10822	10264	9673	9563							
MVL - SHERIFF (GAIL L/FINANCE)	SHERIFF	Kyocera	CS 3551ci	EIP6IM00042	7/23/2009	3/31/2022	J3072 -50%	2516(bw)	2410	3288(bw)	2113	2026(bw)	2205	1805(bw)	2040	3367(bw)	3081	2612(bw)	2671	2671
MVL - SHERIFF (RECORDS)	SHERIFF	Kyocera	CS 3551ci	EIP6IM00044	7/23/2009	3/31/2022	J3093 -50%	861(bw)	1922	1573(bw)	2447	1228(bw)	1842	1247(bw)	3251	1022(bw)	1321	689(bw)	1487	1487
DNK - Graf 3rd Floor	PROBATION	Kyocera	CS 3501ci	LAB3201235	6/10/2014	3/31/2022	J3059	1341	1987	1964	1979	1066	1551							
DNK - Graf 3rd Floor	HEALTH	Kyocera	CS 3501ci	LAB3201216	6/10/2014	3/31/2022	J3058	10912	10619	11015	11649	10901	12196							
DNK - Graf 2nd Floor	MENTAL HYGIENE	Kyocera	CS 4501ci	LAC3900427	6/10/2014	3/31/2022	J3061 -32%	6345	5618	6430	7981	6304	5840							
DNK - Graf 1st Floor	DSS	Kyocera	CS 3501ci	LAB3201250	6/10/2014	3/31/2022	J3057	263	264	1386	2788	2073	1548							
DNK - Graf 1st Floor CPS	DSS	Kyocera	4501ci	LAC3900418	6/10/2014	3/31/2022	J3062	8065	7535	4952	9754	3297	2754							
MVL - SHERIFF - CONF ROOM	SHERIFF	Kyocera	CS 3501ci	LFG50800020	11/23/2010	3/31/2022	J3078 -50%	379(bw)	293	412(bw)	676	841(bw)	1023	420(bw)	528	1460(bw)	803	787(bw)	688	688
DNK - Graf 1st Floor TA	DSS	Kyocera	CS 3501ci	LAB3201233	6/10/2014	3/31/2022	J3060	4405	6177	6839	5118	5723	5739							
MVL - LT HOLDER	SHERIFF	Kyocera	FS 6525	NWZ3103705	6/18/2014	3/31/2022	J3063	161	577	259	703	444	330							
JMT - DSS RECEPTION (room 215)	DSS	Kyocera	CS 3501ci	LAB3201239	6/24/2014	3/31/2022	J3070 -50%	67	19	444	1169	1360	1021							
JMT - SCOB 5th	DSS	Kyocera	CS 3501ci	LAB3201215	6/4/2014	3/31/2022	J3048	4691	8727	5048	5052	5711	9287							
JMT - SERVICES (room 249)	DSS	Kyocera	FS6525	NWZ2701453	6/24/2014	3/31/2022	J3071	166	15	1047	2329	1932	1504							
MVL - ACAD ST - PD FAM CT	PUBLIC DEFENDER	Kyocera	FS 6525	NWZ3103696	6/18/2014	3/31/2022	J3067	1587	1818	1984	1966	2098	1918							
MVL - SHERIFF - CIVIL	SHERIFF	Kyocera	CS 3551ci	E52FA0382KXK00	1/3/2014	3/31/2022	J3075	1759(bw)	1430	1434(bw)	1997	1730(bw)	1300	1580(bw)	1190	1783(bw)	1336	1822(bw)	1094	1094
JMT - LT - 4th FLR	DSS	Kyocera	CS 4501ci	LAC3900477	6/24/2014	3/31/2022	J3069	5578	5810	4634	4671	4270	5225							
MVL - LAW DEPT (GOB)	LEGAL	Kyocera	CS 4501ci	LAC3900440	5/28/2014	3/31/2022	J3092	3698	4035	4638	4281	3635	4542							
MVL - DA (GOB)	DISTRICT ATTY.	Kyocera	CS 4501ci	LAC3900447	6/6/2014	3/31/2022	J3054	11187	12523	11714	12352	11917	12762							
MVL - HEALTH (HRC)	HEALTH	Kyocera	CS 3501ci	LAB3201332	6/6/2014	3/31/2022	J3052	8628	6750	7354	7367	5941	4745							
MVL - DA - GOB Bsmnt (DA PRINTER)	DISTRICT ATTY.	Kyocera	P6026CDN	LW74101052	11/12/2014	3/31/2022	J3027	564(bw)	305	729(bw)	444	458(bw)	436	865(bw)	511	497(bw)	347	721(bw)	493	493
MVL - OFA - HRC - 1st flr	OFA	Kyocera	CS3501ci	LA74601792	6/25/2015	3/31/2022	J3133	3714(bw)	671	4681(bw)	1595	4925(bw)	1833	4898(bw)	918	6754(bw)	1105	6692(bw)	1032	1032
MVL - BOE - HRC - Basement	BOARD OF ELEC	Toshiba	Toshiba 357	CEHD28473	7/7/2015	3/31/2022	J3143	4804	4962	5539	8214	4703	2989							
JMT - AIRPORT	DPF - JAMESTOWN AIRPORT	Toshiba	Toshiba 357	CEAE58852	8/20/2015	3/31/2022	J3140	388	637	399	415	538								
JMT - MH - 333 E 5th	MENTAL HYGIENE	Toshiba	Toshiba 357	CEHE32120	11/10/2015	3/31/2022	J3151	4039	4706	3219	3872	4564	3399							
MVL - DMV	COUNTY CLERK - DMV	Kyocera	CS420i	QVX001324	1/21/2016	3/31/2022	J3176	1961	2594	2003	2375	1547	2431							
DNK - DMV	COUNTY CLERK - DMV	Toshiba	ES356	C2BD24150	9/8/2017	3/31/2022	E0924	2352	2229	1709	2480	1716	1550							
JMT - DMV	COUNTY CLERK - DMV	Kyocera	CS420	QW0201812	1/21/2016	3/31/2022	J3175	2536	2589	1836	2177	1960	1933							
JMST - SCOB 3rd - DSS	DSS	Toshiba	ES 656	CZIC17013	6/24/2014	3/31/2022	J3068 -50%													
JMST - SCOB - 2nd - DSS	DSS	Kyocera	CS3501ci	LAB3201239	6/4/2014	3/31/2022	J3070 -50%													
MVL - BOE - BOE PRINTER	BOARD OF ELEC	Kyocera	P6035cdn	V5T6603070	9/25/2016	3/31/2022	J3226			32(bw)	1	6(bw)	1							
SCOB - 4th Floor	DSS	Toshiba	TES 3508A	CGHF34863	1/17/2017	3/31/2022	J3244	4658	3784	3252	3380	2167	2786							
SCOB - Central Intake	DSS	Kyocera	CS 5501i	LAD4801301	2/14/2017	3/31/2022	J3247	5257	5715	5716	7922	6896	6659							
MVL - Clerk	COUNTY CLERK	Kyocera	FS 1135	NR434Y44121	8/17/2017	3/31/2022	E0920	180	68	99	113	78	24							
DNK - DMV	COUNTY CLERK - DMV	Toshiba	CS4500i	NWP2300470	9/8/2017	3/31/2022	E0431	838	1036	680	1016	772	554							
MVL - IT LAB	IT	Toshiba	TE5540C	CBC320477	11/9/2017	3/31/2022	E0841	204(bw)	198	478(bw)	228	272(bw)	289	357(bw)	286					

COST PROPOSAL WORKSHEET (Appendix C)

VENDOR

MONOCHROME

SEGMENT	HARDWARE LEASE COST (\$/MONTH)	PER COPY RATE (\$/COPY)	PER PRINT RATE (\$/PRINT)	PER SCAN/FAX RATE (\$/SCAN OR FAX)	ADD-ONS (\$/MONTH)	
1 – 2 (11 - 30 PPM)					11 x 17 FORMAT	
					LARGER FORMAT	
					ADD'L DRAWERS	
					DUPLEX	
					FINISHING	
					COLOR SCAN	
					WIRELESS PRINT	
					CLOUD-BASED QUEUE PRINT	
3 (31 – 40 PPM)					11 x 17 FORMAT	
					LARGER FORMAT	
					ADD'L DRAWERS	
					DUPLEX	
					FINISHING	
					COLOR SCAN	
					OTHER (DESCRIBE):	

					WIRELESS PRINT	
					CLOUD-BASED QUEUE PRINT	
					OTHER (DESCRIBE):	
4 (41 – 69 PPM)					11 x 17 FORMAT	
					LARGER FORMAT	
					ADD'L DRAWERS	
					DUPLEX	
					FINISHING	
					COLOR SCAN	
					WIRELESS PRINT	
					CLOUD-BASED QUEUE PRINT	
				OTHER (DESCRIBE):		
OTHER NOTES						

COLOR

SEGMENT	HARDWARE LEASE COST (\$/MONTH)	PER COPY RATE (\$/COPY)	PER PRINT RATE (\$/PRINT)	PER SCAN/FAX RATE (\$/SCAN OR FAX)	ADD-ONS (\$/MONTH)	
1 – 2 (11 - 30 PPM)					11 x 17 FORMAT	
					LARGER FORMAT	
					ADD'L DRAWERS	
					DUPLEX	
					FINISHING	
					COLOR SCAN	
					WIRELESS PRINT	
					CLOUD-BASED QUEUE PRINT	
OTHER (DESCRIBE):						
3 (31 – 40 PPM)					11 x 17 FORMAT	
					LARGER FORMAT	
					ADD'L DRAWERS	
					DUPLEX	
					FINISHING	
					COLOR SCAN	
					WIRELESS PRINT	
					CLOUD-BASED QUEUE PRINT	

					OTHER (DESCRIBE):	
4 (41 – 69 PPM)					11 x 17 FORMAT	
					LARGER FORMAT	
					ADD'L DRAWERS	
					DUPLEX	
					FINISHING	
					COLOR SCAN	
					WIRELESS PRINT	
					CLOUD- BASED QUEUE PRINT	
				OTHER (DESCRIBE):		
OTHER NOTES						

ATTACHMENTS

**NON-COLLUSION CERTIFICATE
IRANIAN DIVESTMENT
FINANCIAL AFFIDAVIT
AFFIDAVIT OF A FOREIGN CORPORATION
CORPORATE ACKNOWLEDGEMENT
EXCLUSION CHECKS**

**INSURANCE REQUIREMENTS
TERMS & CONDITIONS**

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103-d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Signature _____

Title _____

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 2022, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, New York: that he is the _____ of _____, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.

Notary Public

IRANIAN DIVESTMENT
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law. Such list can be found on the website of the office of general services, <http://ogs.ny.gov/default.asp>."

Signature

Title

Date

Company Name

On January 13, 2012, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act.

On July 17, 2012, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.

AFFIDAVIT OF FINANCIAL RECORDS

STATE OF _____

AFFIDAVIT

ss: (corporate)

COUNTY OF _____

_____, being duly sworn, deposes and says
that I have made a complete and thorough examination of the financial records
of said firm; and that I have determined that said firm is currently not in arrears in taxes
or upon dept or contract to or with the county of Chautauqua, that said firm has not
defaulted as surety or otherwise upon a contract or obligation to the County of
Chautauqua, and that said firm is not disqualified to bid upon municipal or state
contracts under any act of New York State Legislature.

Sworn to before this _____

Day of _____, 2022

NOTARY PUBLIC

AFFIDAVIT OF FOREIGN CORPORATION

STATE OF)
COUNTY OF) ss:

I, _____, as _____ of _____, Inc., a corporation, incorporated under the laws of _____, authorized to do business in New York, do hereby certify and affirm that _____, Inc., has complied with Article 13 of the Business Corporations Law of the State of New York.

As proof I submit a copy of:

_____ A receipt of filing an application to do business in New York Secretary of State;
or

_____ A copy of our application for authority to do business in New York filed with the Secretary of State on _____, 2022.

As said corporation has complied with Article 13 of the Business Corporations Law of the State of New York, I hereby swear and affirm that _____, Inc., is authorized to do business in the State of New York.

Under penalties of perjury, I declare that the facts presented are true, correct and complete.

In witness whereof, I set my hand and attach the corporate seal on this day of _____, 2022.

Title

Business Corporation Law of New York, Section 102 (7):

"Foreign Corporation" means a corporation ... formed under laws other than the statutes of (New York) ... "Authorized," when used with respect to a foreign corporation, means having authority, under Article 13 (Business Corporation Law) to do business in this state.

EXCLUSION CHECKS

Chautauqua County reserves the right to conduct exclusion checks on those who respond to its solicitations and on those with whom it contracts to verify that the contractor and its employees, subcontractors, and agents have not been sanctioned, excluded, debarred, suspended, or the subject of adverse governmental action by law enforcement, regulatory authorities, or licensing entities. This may include a check for exclusion from Federal healthcare programs. By submitting this proposal, you are: certifying that you are not prohibited from providing these services and/or goods as a result of being sanctioned, debarred, suspended, or excluded; agreeing that the County has the right to decline to enter into a contract with you in the event the County finds there to be a legal or funding source impediment to contracting with you; agreeing to provide written notice to the County immediately upon the occurrence of any sanction, exclusion, debarment, or suspension relating to your contract with the County; and agreeing that upon the occurrence of any such sanction, exclusion, debarment, or suspension, the County has the right to declare its contract with you to be terminated effective as of the moment of such occurrence or at such later date as is deemed by the County to be in the best interest of the County.

Name of Business

Authorized Signature

Printed Name

Date

Chautauqua County Insurance Requirements

All contracts must have the following:

\$1,000,000 General Liability with Chautauqua County as additional insured.

\$1,000,000 Auto Liability with Chautauqua County as additional insured.

\$1,000,000 Umbrella Liability or an extra \$1,000,000 of General Liability with Chautauqua County as additional insured.

In addition to the above, Construction/Maintenance contracts must include \$1,000,000 Owner/Contractors Protective coverage.

Professional Services Contracts must include \$1,000,000 Professional Liability coverage.

All certificate requirements should be displayed on a proper Acord form or other designated form and should list Chautauqua County as certificate holder. Proper display for certificate holder should be:

**Chautauqua County
3 North Erie Street
Mayville, NY 14757**

Vendors/Contractors should also provide the following:

Workers' Compensation certificate C105.2 or other State forms showing valid coverage, or a CE200 showing an exemption.

New York State Disability and Paid Family Leave Benefits form DB120.1, or a CE200 form showing and exemption.

All of the above coverages are further outlined on the Chautauqua County Appendix C.

CHAUTAUQUA COUNTY MINIMUM INSURANCE REQUIREMENTS

INSURANCE SHALL BE PROCURED AND CERTIFICATES DELIVERED BEFORE COMMENCEMENT OF WORK OR DELIVERY OF MERCHANDISE OR EQUIPMENT.

This document shall be attached to and become part of the contract/agreement/service order. The contractor shall immediately forward to County, via facsimile to the County Department of Insurance (716) 753-4888 any notice of actual or pending termination, suspension or non-renewal of any of its policies. In the event the contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract and the contract/agreement/service order shall automatically and immediately terminate effective as of the moment of expiration, termination or suspension. The contractor agrees that County shall have unlimited access to its insurance company and policies.

Certificate Requirements The certificate must:

- A. be addressed to **CHAUTAUQUA COUNTY**, Department of Insurance, 3 N. Erie Street, Mayville, NY 14757-1007;
- B. specify all coverage required below and elsewhere in the contract. **Bid specifications or particular contracts, leases or agreements may require alternate coverages and limits, which must be evidenced on the Certificate in lieu of the coverages and limits specified below;**
- C. be issued by an insurer which has at as a minimum, BEST'S RATING of A- and be size category VII or higher;
- D. state "**CHAUTAUQUA COUNTY** shall be an additional insured, as well as a certificate holder, on a direct, primary and non-contributory basis including products and completed operations"
 Note: Professional Liability, Worker's Compensation, and Disability Benefits Liability Insurance policies are not required to have the County as an additional insured, however County shall be named as certificate holder;
- E. include a waiver of subrogation for "**Construction and Maintenance**" and "**Property Leased to Others or Use of Facilities or Grounds**" coverage;
- F. state "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions"; and
- G. be delivered to the Chautauqua County, Department of Insurance, 3 North Erie Street, Mayville, New York 14757, Fax No. (716) 753-4888

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Commercial General Liability *	\$1,000,000 per occurrence, \$2,000,000 aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
- Premises & Operations	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Completed OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractors	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form PD	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X, C, U	INCLUDE		INCLUDE			
- Personal Injury			INCLUDE	INCLUDE		
- Liquor Law			INCLUDE			
- Host Liquor						INCLUDE
Auto Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liability*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$ 5,000,000	\$1,000,000
NYS Disability Benefit **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Worker's Compensation **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Excess Liability	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Owners Contractors Protective	\$1,000,000					
Professional Liability		\$1,000,000				

*The comprehensive/commercial general liability limits can be met by one or more policies or in combination with an excess and/or umbrella liability policy. The COI must indicate if the coverage trigger is an 'occurrence' form or a 'claims-made' form.

** NYS Work Comp Board requires special certificates of insurance for these coverages. WC needs to be on C-105.2 (9-07) or U-26.3. Any business with a location in NYS must show DB on a DB-120.1(5-06) showing beginning and ending dates or DB-155. Self Employed vendors must use CE-200 to waive WC and DB. Form can be completed on NYS WCB website electronically.

Construction and Maintenance contractors shall carry insurance for a minimum of two years after completion of the work. The expiration date for any claims-made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products. All claims made policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

NOTE: Childcare providers minimum liability coverage is \$1,000,000 and must include sexual abuse coverage, with cancellation notice as provided for in the insurance policy. The naming of Chautauqua County as an additional insured on Day Care insurance is required.