



# SEDGWICK COUNTY, KANSAS

## DIVISION OF FINANCE

### Purchasing Department

? 604 N. Main, Suite F ?Wichita, KS 67203?Telephone (316) 383-7494 ?Fax (316) 383-7055 ??

## REQUEST FOR PROPOSAL

RFP #02-0040

### OEM Compatible Remanufactured Toner Cartridges

August 14, 2002

TO:

Sedgwick County, Kansas (hereinafter referred to as *County*) desires to select a vendor to provide Remanufactured Toner Cartridges, which are OEM compatible. This Request for Proposal provides specific technical information to aid participating firms in formulating a thorough response.

Should you elect to participate, complete three (3) copies of the attached PROPOSAL RESPONSE FORM, and supplemental materials and return in a sealed envelope to the Sedgwick County Purchasing Department, 604 N. Main, Ste F, on or before 1:45 p.m., CDT, Tuesday, September 3, 2002. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this solicitation, at the Sedgwick County Board of Bids and Contracts meeting. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and the use of public facilities, the successful proposer will understand that portions (potentially all) of their proposal (including any final contracts) will become public record after acceptance by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and **WILL NOT** be shared with any other persons not involved with the selection process.

If you have any questions regarding this document please contact Kandace Johnson, Senior Purchasing Agent at (316) 383-7495.

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Kandace Johnson, CPPB  
Senior Purchasing Agent  
**ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is **seeking a solution**, as described on the cover page and in the following Background Information section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. As defined in Charter Resolution No. 55, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.**

## **BACKGROUND AND OBJECTIVES**

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population of 456,616 persons in 2001. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs 2,753 full time persons, and provides a full range of municipal services, e.g. - public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

## **SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Proposal and any interviews required to verify the ability of proposer to provide services in response to this document. Vendors will not be compensated for their participation in this process. A committee comprised of members of the Division of Information and Operations, Waste Minimization Team and the Purchasing Department will judge each firm's response as determined by meeting the following criteria:

1. Meeting all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness, and comprehensiveness of the proposal.
2. Meeting all Request for Proposal Mandatory Requirements and/or specifications as outlined herein.
3. Ability to provide references (which will be contacted) verifying exemplary performance for similar services.
4. Proposing the services described herein with the most advantageous and prudent methodology and costs to the County.
5. Ability to provide Remanufactured Cartridges which are OEM compatible and that are compatible with Sedgwick County's requirements.
6. Ability to provide detailed information on a buy-back program.

*The review committee will select the proposals that appear most beneficial. These proposers may be asked to provide a marketing presentation to the review committee or answer questions during the evaluation period. No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to this document. Sedgwick County reserves the right to select and subsequently recommend for award the proposed equipment which best meets its required needs, quality levels, and budget constraints.*

## **CONTRACT PERIOD & PAYMENT TERMS**

A contractual period will begin approximately, September 18, 2002, or immediately following the Board of County Commissioners (BOCC) approval. The successful vendor will be expected to provide the equipment/service for a one (1) year term, with options to renew for two (2) additional one (1) year terms.

The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notice as a result of the failure of the contracted firm to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Payment will be remitted following receipt of product and invoice. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves that right to terminate this agreement upon thirty (30) days prior written notice to the other.

## **MANDATORY REQUIREMENTS**

The County desires the most acceptable service and product available. The following requirements outline the minimum design/performance/combination requirements of the proposed product. They are provided to assist proposers in understanding the objectives of the County and submitting a thorough response. Proposals received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies which meet the "spirit" of the listed requirements, but should note that the proposed product which meets all, or most closely meets, the requirements will be recommended for award. The successful proposer will:

1. Provide list of all cartridge(s) you remanufacture.
2. Provide document with specific details of remanufacturing process.
3. Provide detailed document as to cartridge guarantee.
4. Provide a quality-remanufactured cartridge, which will insure that all existing hardware warranties will remain valid where applicable.
5. Provide detail statement addressing policy regarding damaged hardware due to remanufactured cartridge.
6. Accept for remanufacture or recycle any cartridges from Sedgwick County purchased from any source.
7. Provide information on recycling protocol, including how all products are reused or disposed of.
8. Provide a periodic report showing quantities picked up from Sedgwick County, how much was recycled versus remanufactured.

**NO NEGOTIATIONS, DECISIONS OR ACTIONS WILL BE INITIATED BY ANY COMPANY AS A RESULT OF ANY VERBAL DISCUSSION WITH ANY COUNTY EMPLOYEE PRIOR TO THE OPENING OF RESPONSES TO THE REQUEST FOR PROPOSAL.**

Sedgwick County, Kansas reserves the right to select, and subsequently recommend for award, the service/provider which best meets its required needs, quality levels, budget constraints, and administrative expectations.

## **PROPOSAL CONDITIONS**

Vendors will understand that pricing offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements. In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. The proposals submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final, completed contract. If there is any variance or conflict, the proposal specifications, conditions, and requirements will control.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. **Prices proposed may not be withdrawn for a period of 120 days immediately following the opening of this Request for Proposal. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.**
7. **Proposers MUST return two (2) signed, completed copies of attached Response Form to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt.**
8. **Envelopes containing Response Forms must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal opening date, and proposal opening time.**
9. Sedgwick County interprets the term "lowest responsible bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective proposers.
10. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
12. After the award, if the successful proposer/ supplier refuses or fails to make deliveries of the materials within the times specified in the Request for Proposal, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful proposer will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The supplier will hold and save Sedgwick County, Kansas, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract,

including its use by Sedgwick County.

14. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
15. The Proposer agrees to comply with K.S.A. 44-1030 which reads as follows: "The Proposer hereby agrees that:
  - a. He or she will observe the provision of the Kansas Act Against Discrimination and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
  - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
  - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
  - d. If he or she is found guilty of a violation of the Kansas Act Against Discrimination under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
  - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
16. Sedgwick County will retain the right to reject any and/or all proposals received, and responses to these and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that the Proposer's sureties and insurers are subject to the approval of the County.
17. The vendor responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
18. If a response to this Request for Proposal is accepted, the Proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the Proposer fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.
19. It will be understood that time is of the essence in the Proposer's performance. The Proposer agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
20. The Proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, that he or she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
21. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document will be Year 2000 compliant with existing County hardware, software, and applications where applicable. Verification must be provided in the response to this document.
22. The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open and competitive proposing among all vendors.
23. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
24. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews= and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
25. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a

proposal response via a facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.)

26. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a Conflict of Interest. A Conflict of Interest will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
27. Purchase contracts entered into as a result of this document are subject to the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
28. Unless specified otherwise, all items/services proposed are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
29. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
30. The Proposer must provide Sedgwick County with a toll free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from Iris Baker, Sedgwick County, Kansas, Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203-3703 (316) --383-7494.

**REMANUFACTURED TONER CARTRIDGES  
PROPOSAL RESPONSE FORM  
RFP# 02-0040**

All firms interested in proposing MUST provide three (3) copies of the following requested information on these pages and return with any supplementary materials. Responses are due NOT LATER THAN 1:45 p.m. CDT, Tuesday, September 3, 2002. Attention: Kandace Johnson, Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203-3672. This form may be scanned to facilitate completion.

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

TAXPAYER I.D. NUMBER \_\_\_\_\_

COMPANY WEB SITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

GENERAL NATURE OF BUSINESS \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

REMANUFACTURING PLANT LOCATION \_\_\_\_\_

Type or Organization (check all which apply):

Sole Proprietorship  Partnership  Incorporated  Corporation

MINORITY BUS ENT  WOMAN-OWNED BUS ENT  SMALL BUS ENT

MANUFACTURER  DISTRIBUTOR  RETAIL  DEALER  SERVICE

WE ACKNOWLEDGE RECEIPT OF THESE ADDENDA: NO. \_\_\_\_\_, DATED \_\_\_\_\_;

NO. \_\_\_\_\_, DATED \_\_\_\_\_

Proposed pricing information:

Cartridge Type	Unit Price



03. Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Type of Service: \_\_\_\_\_  
 Date of Services: \_\_\_\_\_  
 Briefly Describe Scope of Services: \_\_\_\_\_  
 \_\_\_\_\_

04. Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Type of Service: \_\_\_\_\_  
 Date of Services: \_\_\_\_\_  
 Briefly Describe Scope of Services: \_\_\_\_\_  
 \_\_\_\_\_

3. Can your firm meet the MANDATORY REQUIREMENTS listed on page 3 & 4?

Mandatory Requirements	Yes	No	Comments
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

