



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department

www.sedgwickcounty.org/purchasing

604 N. Main, Suite F | Wichita, KS 67203 | Telephone (316) 660-7255 | Fax (316) 383-7055|

Request for Bid
04-19240
Digital Multifunction Printing Devices

November 17, 2004

Sedgwick County, Kansas (hereinafter referred to as County) will accept bids for Digital Multifunction Printing Devices for the Sedgwick County Clerk's Office. An Official Purchase Order will be provided to the successful Vendor.

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, complete **two (2) signed copies of the entire document and return to Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203, NO LATER THAN, 1:45 p.m., (CST), Tuesday, November 30 2004.** Bids must be sealed in an envelope and marked with firm name and address, bid number and bid open date. The County will not accept bids with insufficient postage or collect on delivery.

Responses to this Request for Bid will be opened and read aloud at a public meeting. You or your representatives are welcome to attend.

Late or incomplete bids will not be accepted and will not receive consideration for final award.

Jerry Phipps
Senior Purchasing Agent

REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Sedgwick County reserves the right to reject any or all Bids and responses to these and/or related documents, to accept any item or items in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
2. Alternate Bids (two or more Bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such Bids with respect to requirements outlined herein. The bids 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 Bid specifications will control.
3. Bidders MUST return two (2) signed, completed copies of the attached Response Form to Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, on or before the date and time specified. Bids must be sealed in an envelope, and marked with the firm name and address, Bid number, Bid opening date, and Bid opening time. The time of receipt will be determined by the time clock stamp in the Purchasing Department.
4. 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.
5. Quotations submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the Bid.
6. Sedgwick County interprets the term "lowest responsible Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the Bid, and (b) determine which Bid 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 Bids are received.
7. 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 to assist Sedgwick County in analyzing your Bid.
8. If the supplier refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract OR purchase order.
9. The supplier 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. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, 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.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
12. All items must be properly packed, if applicable, to insure delivery in good condition, and in accordance with instructions listed on the face of the Request for Bid or purchase order, if any.
13. Contracts entered into on the basis of submitted Bids are revokable if contrary to law.
14. The Bidder agrees to comply with K.S.A. 44-1030. Bidder will:
 - 14.1. Observe the provision of the Kansas Commission on Human Rights 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.
 - 14.2. Include the phrase, 'Equal Opportunity Employer,' or a similar phrase approved by the Kansas Commission on Human Rights in all solicitations or advertisements for employees.
 - 14.3. Be deemed to have breached the contract, which may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, if bidder fails to comply with the manner in which he reports to the Kansas Commission on Human Rights.
 - 14.4. Be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County; if 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,
 - 14.5. Include the provisions of subsections (14.1) through (14.5) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractors or vendor.
15. The vendor responding to this bid solicitation 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 Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. It will be understood that the Bidder's sureties and insurers are subject to the approval of the County.

17. If a response to this Request for Bid, the Bidder 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 Bidder. The Bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder will be liable for the County's actual damages that exceed the amount of the surety.
18. It will be understood that time is of the essence in the Bidder's performance. The Bidder 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 Bidder defaults in the performance of the Contract Documents, the Bidder will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
19. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
20. It will be understood that any bid and any/all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid, 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.
22. By submission of a response, the Bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finders 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 Bidders 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. Bidders 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 bid. The Bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive proposing among all vendors.
23. Unless specified otherwise, all items quoted are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
24. 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 and any local resolutions specifically applicable to the purchase.
25. 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, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
26. The Bidder must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Information regarding the procurement process may be obtained from Jerry Phipps, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, (316) 660-7265.
27. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids 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 Bids 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 Bid response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-Bid 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 Bid sureties (bonds, certificates of insurance, etc.).

The following requirements are provided to assist bidders in completing a thorough response.

Mandatory Requirements

1. Multifunction printing device must be NEW equipment, of current manufacture, and available for sale at the time of bid closing. Remanufactured, reconditioned or demonstration equipment will not be considered.
2. Multifunction printing device described in the document must meet or exceed specifications listed.
3. Multifunction printing device must be able to maintain volume stated in document specifications.
4. Vendor must contact Sedgwick County for a monthly meter reading, (either by phone or fax) and produce invoice showing monthly usage (page per minute cost).
5. Sedgwick County will pay **ONLY** for the amount of copies made monthly at the price stated by the vendor on **page five (5)** this document.
6. Vendor to provide **four (4) hour response time for onsite** service calls.
7. Vendor will be required to perform a demonstration on the machine your company is bidding to ascertain if machine meets all bid requirements. No award will be made until demonstration has been performed.

Requirements

Does Multifunction Printing Device your company is bidding require the following:

- | | |
|---------------------------------------------------|--------------|
| a. 220-240v, 60hz, 20 amp power source OR, | Yes___ No___ |
| b. 110v-60hz, 20-amp power source. | Yes___ No___ |

Please check the appropriate line above for power source.

Multifunction Printing Device must comply with all National Electronic Codes and State of Kansas Safety codes. Three prong plug or adapter to be furnished with a minimum 6-foot power cord. Machine shall be properly grounded.

Vendor to provide full descriptive literature on machine quoted. The literature will be used to determine if specifications have been met per bid document.

Vendor will include (at no cost to County) installation and training of new Multifunction Printing Devices for using department.

Company Name _____

Machine Brand _____ Model # _____

The specifications listed below are considered *Minimum* and may be exceeded.

Digital Multifunction Printing Device must produce 45 pages per minute or greater.

Check appropriate yes/no line for each specification.

- | | |
|------------------------------------------------------------------------------------------------------------------|------------------|
| 1. Minimum of 45 pages per minute | Yes_____ No_____ |
| 2. Digital imaging technology, scan once, print many. | Yes_____ No_____ |
| 3. Functions to include copying, network printing, faxing,
network scanning to mailboxes, and scan to e-mail. | Yes_____ No_____ |
| 4. Combination of paper drawers to total a minimum of
4000 sheets of paper or greater. | Yes_____ No_____ |
| 5. Automatic duplexing. | Yes_____ No_____ |
| 6. Hard drive to be 5.0 GB or greater. | Yes_____ No_____ |
| 7. RAM memory to be 192 MB or greater. | Yes_____ No_____ |
| 8. Operating Systems Supported: Linux, Mac 8-10, Win 9.x or NT 4.0 | Yes_____ No_____ |
| 9. Finisher with multi-position stapling up to 50 sheets/letter. | Yes_____ No_____ |
| 10. Three hole punch. | Yes_____ No_____ |
| 11. Multifunction device must be LDAP compatible. | Yes_____ No_____ |
| 12. Job queue to be 5 jobs or greater. | Yes_____ No_____ |
| 13. Automatic Document Feeder | Yes_____ No_____ |
| 14. Automatic Bypass Feeder | Yes_____ No_____ |

Sedgwick County estimates usage of 12,000 pages per month or 144,000 pages per year for each Digital Multifunction Printing Device. Price per page to include all supplies excluding paper. State price PER PAGE for 1st year thru 5th year using the estimated total usage listed above.

Price per page 1 st year	\$ _____
Price per page 2 nd year	\$ _____
Price per page 3 rd year	\$ _____
Price per page 4 th year	\$ _____
Price per page 5 th year	\$ _____

Price (per page) will be stated as a price for one (1) page and not a total for the year.

Sedgwick County does not guarantee pages per month usage as projected.

Pricing of Cost Per Copy may or may not be considered in award recommendation for the

Multifunction Printing Devices alluded to in this document.

Can vendor meet **Mandatory Requirements** listed on page four (4) ?

Please check appropriate Yes/No box. If answer is NO, please use comment section of matrix to describe why your company cannot meet requirement.

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

Quantity	Unit Of Measure	Description	Price Per Each	Total
2	Each	Minimum 45 Page Per Minute, Digital Multifunction Printing Device per specifications listed on page five (5) of this document.	\$	\$

Delivery date: _____

Prices FOB, Prepaid, Destination.

Bid Response Form
04-19240
Digital Multifunction Printing Devices

All firms interested in bidding MUST provide two (2) copies of the entire document and return with any supplementary materials. Responses are due NOT LATER THAN Tuesday, November 30, 2004, 1:45 p.m., (CST). Attention Jerry Phipps, Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203-3703.

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement of connection with any person, firm or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the Bid is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAXPAYER I.D. _____

COMPANY WEB SITE _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION (CHECK ONE)

CORPORATION ____ PUBLIC ____ PRIVATE ____ SOLE PROPRIETORSHIP ____ PARTNERSHIP ____

MINORITY BUSINESS ENTERPRISE ____ WOMAN-OWNED ENTERPRISE ____ SMALL BUSINESS ENTERPRISE ____

GENERAL NATURE OF BUSINESS _____

MANUFACTURER ____ DISTRIBUTOR ____ RETAIL ____ DEALER ____ SERVICE ____

WE ACKNOWLEDGE RECEIPT OF ADDENDUMS: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty/purchasing.

NO ____ DATED; NO ____ DATED; NO ____ DATED.

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____