



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. Main, Suite F

Wichita, KS 67203

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**REQUEST FOR PROPOSAL
RFP #05-0079**

OEM Compatible Remanufactured Toner Cartridges

November 4, 2005

SEDGWICK County, Kansas (hereafter referred to as County) will accept proposals to select a vendor to provide Remanufactured Toner Cartridges, which are OEM compatible. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the product described herein.

Carefully review this Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, one (1) original and three (3) copies of the entire document must be completed and return in a sealed container/envelope to the Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203 on or before 1:45 p.m. CST, Tuesday, November 22, 2005. Late or incomplete responses will not be accepted and will not receive consideration for final award.

All questions regarding this document should be submitted in writing to Kandace Johnson, Senior Purchasing Agent, at kjohnson@sedgwick.gov and Jo Sanders, Environmental Project Manager, at jasander@sedgwick.gov no later than 5:00 p.m. CST, Monday, November 14, 2005. Any questions of a substantive nature will be answered in written form as an addendum and posted on the Sedgwick County Purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFP's to the right of the RFP number and description, by 5:00 p.m. CST, Wednesday, November 16, 2005. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Kandace Johnson, CPPB
Senior Purchasing Agent

1. 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. 57, 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 Purchase Order/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.**

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and 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. More than one proposal option may be submitted for consideration. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or 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 its 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 persons not involved with the selection process.

2. BACKGROUND AND OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 450,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas's counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,700 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

In accordance with the technical specifications outlined herein, it is the intent of this invitation to receive a proposal for providing remanufactured toner cartridges for printers and facsimile for all the departments of County.

3. 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 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.

4. CONTRACT PERIOD & PAYMENT TERMS

The contract period with the successful firm will begin immediately following the Board of County Commissioners (BOCC) approval of the recommended proposal. The successful vendor will be expected to provide the product/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.

5. MINIMUM 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 remanufactured cartridge(s) available.
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 a detailed 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 detailed information on a buy-back program.
9. Provide information on how and when product will be delivered.
10. Provide a periodic report showing quantities picked up from Sedgwick County and how much was recycled versus remanufactured.

6. PROPOSAL CONDITIONS

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

1. Pricing offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements.
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. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, 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 each responder's sureties and insurers are subject to the approval of the County.
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 following the opening of this Request for Proposal. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.**
7. Proposers MUST return one (1) original and three (3) completed copies of the entire document 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/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due 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, 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 responders.
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 vendor/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 respondent 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 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.
14. If a response to this Request for Proposal is accepted, the responder 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.
15. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. 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, 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.
17. 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. Any confidential or proprietary information should be clearly marked.
18. Sedgwick County reserves 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.
19. 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. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
20. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
21. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
22. Successful contractor may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.
23. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and

and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

24. 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 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;
 - 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 Human Rights 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.
25. 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.
26. No gifts or gratuities of any kind shall be offered to any County employee at any time.
27. 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.

7. PROPOSAL CONTENT

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal submission should be organized in the following format and information sequence:

- A. State full name and address of your organization. Include names, titles, and qualifications of lead professional personnel to be assigned to the county account.
- B. Provide a brief description of your firm, including qualifications, experience, depth of staff, quality control, and the demonstration of your ability to be the provider of the outlined product and services.
- C. Provide a list of 4 current client references, include organization, address, date of services, scope of services, contact person, telephone number, and an email address. List should include services over the past 3 years, of similar size and scope of services.

- D. Provide any information on any current/pending or anticipated litigation, bankruptcy or insolvency, which may cause conflicts or affect the ability of the proposer to provide services.
- E. Provide any information on ordering process, phone, fax, internet.
- F. Acknowledge and address in sequential order each minimum mandatory requirement listed in Section 5 on page 3.
- G. Provide costs of each cartridge listed, cost to include delivery.
- H. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined services.
- I. Provide a completed Proposal Response Form in the same format as that provided on page 8.

**OEM COMPATIBLE REMANUFACTURED TONER CARTRIDGES
PROPOSAL RESPONSE FORM
RFP# 05-0079**

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal 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 proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

FIRM NAME _____

CONTACT _____

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 OF ORGANIZATION (check all which apply):

Public Corporation _____ Private Corporation _____ Sole Proprietorship _____ Partnership _____

Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____

Minority Business _____ (Certification # _____) Woman-Owned Business _____

Any addendum(s) will be posted on the Sedgwick County Purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFP's to the right of the RFP number and description. Vendors are responsible for checking the web site and acknowledging any addendums in their response.

We acknowledge receipt of addenda: # 1., DATED _____; #2., 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 _____

Dated _____