



REQUEST FOR BID

Department of Administration
Purchasing Division

BID NUMBER	#110042
RFB TITLE	High Volume Copier
PURPOSE	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide a high volume copier. Complete description and technical specifications are included.
DEADLINE FOR BID SUBMISSIONS	2:00 P.M. Central Time April 13, 2010 Late bids, faxed bids, electronic mail bids or unsigned bids will be rejected.
SUBMIT BID TO THIS ADDRESS	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345
SPECIAL INSTRUCTIONS	Bidders must submit one (1) original and one (1) copy.
PLEASE DIRECT ALL INQUIRES TO	NAME Carolyn A. Clow
	TITLE Purchasing Agent
	PHONE # 608/266-4966
	FAX # 608/266-4425
	EMAIL clow@co.dane.wi.us
	WEB SITE www.danepurchasing.com
THIS RFB IS COMPRISED OF: Part 1- General Guidelines & Information Part 2 - Bid Forms Part 3- Detailed Specifications	RESPONSE CHECKLIST: <input type="checkbox"/> Signed Affidavit – Completed Bid Forms <input type="checkbox"/> Submit one original and required copies <input type="checkbox"/> Label the lower corner of your bid with the bid number
DATE BID ISSUED: March 19, 2010	

Part 1- General Guidelines and Information

1. Introduction

Dane County invites and will accept bids for item(s) outlined in Part 3 Detail Specifications. The County as represented by Purchasing Division, intends to use the results of this process to purchase item(s).

2. Note to Bidders:

Bidders are reminded to carefully examine the bid and specifications upon receipt. Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to bid opening. Requests submitted after that time **WILL NOT** be considered. **(See cover page for contact person)**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on the Dane County Purchasing web site. The Purchasing Division has the sole authority to for modifications of this specifications and or bid.

3. Vendor Registration Program:

All bidders wishing to submit a bid/proposal must be a paid registered vendor with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com or you can obtain a Vendor Registration Form by calling 608.266.4966. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

4. Acceptance:

Bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

5. Payment Terms And Invoicing:

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

State Sale Tax/Federal Excise Tax: Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

6. Delivery

Quote price FOB destination. Price must include shipping. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense.

7. Award:

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

8. Ordering/Acceptance:

Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid.

9. Government Standards

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

10. Warranty

The length, time, and conditions of warranty must be attached to or stated in the bid document. In such cases where the location of the successful bidder makes it impractical to perform subsequent warranty and check-up service, it shall be the successful bidder's responsibility to make arrangements with an authorized dealer acceptable to Dane County. Generally a dealer over 50 miles from the delivery site will need to make other warranty arrangement.

The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency.

Additional Terms and Conditions

- 1.1 Accessories:** All optional accessories must be OEM manufactured or authorized by the OEM, proof of authorization must be furnished if requested. Accessories for purchased machines can be acquired at the costs listed in the contract anytime. However, accessories for leased machines must be acquired within the first six months of the contract ordering period, or the customer will be billed for the entire purchase cost of each accessory to insure the contractor receives compensation for the entire cost of the accessory. Any optional accessory may be added to or subtracted from the machine.
- 1.2 Advertising/News Releases:** Contractors must request in writing to the Contract Manager for permission to issue any news releases, information sheets, or advertising concerning this Contract. Contractors must submit samples of the news releases, information sheet or advertising to the Contract Manager along with their written request before the information is released.
- 1.3 Auto Document Feeders Copies Per Minute:** All auto document feeders must feed at a minimum of 60% of rated machine speed.
- 1.4 Computer Connected Machines:** All connected machines must meet the specifications contained in, "State of Wisconsin, Printer Standards and Guidelines, May 15, 1998". All connected machines are required to be able to be AFP compatible. A LAN connected machine must include all necessary hardware & software to be able to be wired/cabled to any County computer network. To download a copy of the printer enterprise standards visit <http://enterprise.state.wi.us/static/standards/std0518.htm>.
- 1.5 Contractor Agreements/Contracts:** Agencies will not sign contractor-supplied agreements/contracts. Agency Purchase Orders listing all required and necessary items will serve as the only required contract document. In the event an agency signs a contractor agreement/contract, the County of Dane Contract conditions and specifications shall prevail.
- 1.6 Duplexing:** All auto duplexing machines must perform automatic duplexing at a minimum of 60% of the rated machine speed and are based on an average of the 1 to 2 and 2 to 2 speeds. When computing the speed, the automatic exposure may be in the off position.
- 1.7 Electrical Connections, Surge Protectors And Telephone Lines:** Any special wiring for electrical, telephone, or computer hookup is the responsibility of the County to supply and pay for. It is required that all machines come equipped with an External surge protector to protect their telephone and electronic components; this is in addition to any internal surge protector. Surge protectors must come with a minimum five year manufacturer's warranty stating the surge protector will be replaced free of charge if it fails, and the manufacturer must repair or replace any machine damaged by power surges when properly connected to the surge protector. Copiers on bands 1 through 4 must operate on a standard 110V system.
- 1.8 Energy Star Compliant Machines:** It is REQUIRED that all machines come with the Energy Star label as certified by the EPA.
- 1.9 Invoicing:** All purchase orders will be made out to the Contractor for that machine and not to a third party leasing company. This means all billing will be done by and

sent to the Authorized User by the Contractor and all payments by the County will be made to the Contractor. Note: Agencies may make different invoicing arrangements as long as both the Authorized User and Contractor are in agreement. For all purchase orders directly sent to the Contractor: 1) The Contractor must submit the single location where all invoices will originate from for purchase orders directly sent to them, 2) where all payments will be sent to, and 3) list a person to contact who will correct Contractor billing problems. Contractors must submit an invoice on a monthly basis for actual copies/pages made, by the 15th of the month for the previous month. For all Leased machines, the Contractor is required to issue to the Authorized User only one (1) monthly invoice, which will include information for both the monthly lease payment and for the monthly per copy/page maintenance cost. Agencies may require annual, quarterly, etc. billing instead of monthly billing. Invoices shall itemize those elements of cost required and stipulated by the requisitioning Authorized User. The Contractor must start charging for copies/pages from the first copy made. Failure of the Contractor to promptly and properly invoice may be grounds for cancellation of the order and/or subsequent cancellation of this Contract. Billing totals must be rounded to two decimal places. Note: Agencies may make different invoicing arrangements as long as both the Authorized User and Contractor are in agreement.

1.9.1 Maintenance: All maintenance and services must be provided only by a service dealer authorized by the manufacturer.

1.9.2 Invoicing Performance: The first time a written complaint from an Authorized User about billing is received by the Contract Manager, the Contractor will be notified by telephone and/or letter warning the Contractor that there is a problem with their billing department requiring compliance with the Contract conditions. The second time a documented billing problem is received, the Contractor may be required to meet with the Contract Manager. The Contractor will be advised of the possible consequences which may include cancellation of the Contract if there is any future billing problems. The third time a documented billing problem complaint is received by the Contract Manager; the Contract may be cancelled in all levels for that Contractor.

1.9.3 Billing for Maintenance: Monthly billing for maintenance/supplies must be based on the actual number of copies made in any given month multiplied by the cost per copy agreed to on the Contract. If a minimum volume threshold is in place, the Contractor may waive the minimum monthly copies/pages at anytime and charge solely for actual copies/pages made (with no true-up) if agreed to between the Authorized User and Contractor. Upon agreement by the Authorized User and the Contractor, average volume periods may be based on annual, quarterly, monthly, or other timeframes.

1.10 Machine Evaluation Period: County agencies will evaluate the performance of newly installed machines within 90 calendar days after installation. If there are no problems with the newly installed machine, the Authorized User is required to pay for the machine within the time limits set by State Statute. However, if the Authorized User is experiencing problems with the machine, the Authorized User need not pay for the machine until the problems have been resolved. If machine performance is unacceptable or if the machine is not capable of handling the copy/print volume specified, the Contractor must either provide a new replacement machine at no added cost or cancel the purchase agreement for that location. If the new

replacement machine has unacceptable performance or is not capable of handling the volume, the Authorized User may return the machine and cancel the Purchase Order. The County of Dane is the sole judge of what is acceptable machine performance.

- 1.11 Meter Readings:** Contractors are required to accept meter readings by email, or, as agreed to between the Contractor and Authorized User. Contractors must send an email acknowledgement for all meter reading emails they receive from the County to indicate the reading has been received. Meter averaging is not permitted unless the County fails to report their meter reading by the 7th of the month for the previous month. Contractor must furnish an email address for agencies to report meter reading. Meter readings will be emailed to the Contractor on the first of each month or as agreed to between the Contractor and Authorized User. If an Authorized User agrees to allow the Contractor to use the telephone or fax machine to report the meter readings instead of email, the Contractor must wait until the month in question has passed before calling or sending a fax form (Example: Contractor calls for January meter reading; the Contractor must not call earlier than February 1).
- 1.12 New Equipment:** Only new equipment shall be furnished under this Contract. Machines listed as "Factory Produced New Model Equipment" are not considered to be "new".
- 1.13 Operating Manual:** One (1) operating manual will be furnished for each individual piece of equipment ordered by the County. Manuals may be provided on CD. However, the Contractor is required to furnish the manual as a hard copy or on floppy disk if requested. The cost for all manuals is included in the equipment cost. Manual updates or revisions published by the Contractor must be provided free of charge.
- 1.14 Outright Purchase and Lease Machines:** The purchase cost, monthly lease cost, accessories cost, and maintenance cost must remain firm except for price decreases, for the entire Contract ordering period. The per copy/page cost for maintenance includes all supplies, such as, toner, developer, maintenance kits, toner waste containers, fuser oil, staples, staple wire, dispersant and any other consumable supply item necessary for the operation of the machine except paper (maintenance cost does not include binding tape or glue binding material).
- 1.15 Parking:** Contractors are responsible for all parking fees, permits, etc., when they visit a copier site for any reason.
- 1.16 Payment Terms:** Standard payment terms for Authorized Users are net 30 days from product delivery or invoice receipt, whichever is later. Please refer to the Terms and Conditions for more information on Payment Terms.
- 1.17 Performance Guarantee:** The County requires an UP TIME GUARANTEE on the machines stated in this Contract of at least 95% during every calendar month. Downtime is calculated from the time the Authorized User places the call, and ends when the machine is up and running, and is based on the machine being inoperative, the copies/pages made are unusable, or, a major feature is not usable (i.e. document feeder, auto duplexing, finisher). The County is the sole judge of what is considered downtime. (A calendar month consists of normal business hours Monday through Friday, Wisconsin legal holidays excepted which means there are

8.7 working hours of downtime allowed each month on average.) If any machine fails to meet this 95% up time requirement for one month, the County may require the Contractor to do a like-for-like replacement of that machine. If, within 90 days after installation, the replacement machine also fails to live up to the 95% performance guarantee, the Contract may be cancelled for that machine, and the Contractor will be required to remove their machine. If a purchased machine does not meet this 95% Up-time requirement during a month, the Contractor may be asked to give a credit to the County against the maintenance invoice for the machine in question (see example below). Also, the County requires that the "Up Time Guarantee" remain in force for as long as the Authorized User maintains a continuous maintenance agreement with the Contractor. Example: If a machine is operational 80% of the time during a given month, then the downtime credit will be 20% of the monthly invoice cost. If the up time is 95% or greater, then no credit is required.

1.18 Post-Order Customer Service: The Contractor(s) must provide all of the designated Authorized Users a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative must be available Monday through Friday (excluding County-designated legal holidays) from 8:00 AM to 5:00 PM Central Time. All service representatives must have online access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, County-wide Contract pricing, Contracted product offerings/exclusions, Contract compliance requirements, and general product information. Representatives must be available by phone, fax, or email (local or 800 # preferred). County agencies must use purchase orders when buying/leasing copiers. Both Authorized Users and the Contractor(s) shall commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

1.19 Quality Assurance and Warranty: Warranty shall start on Installation. The County reserves the right to require replacement for poor performance of an existing machine anytime during the Contract period. This warranty applies to all machines on this Contract. If there is a disagreement between the County and the Contractor, the County Controller will be the final authority.

1.20 Response Time (General Communications): The Contractor will respond to all sales and general communications not later than the next business day.

1.21 Response Time (Service Calls): The Contractor must respond to all service calls by having a service technician on-site within four (4) hours.

1.22 Software Upgrades: All connected machines must come fully equipped with all necessary software. As long as a connected machine is on a continuous maintenance Contract, all future software upgrades for fixes and minor enhancements must be furnished to the County and installed free of charge. Also, all future software upgrades must be furnished and installed free of charge to any copier that is acquired as a stand alone copier and then connected at a later date. Software upgrades that add functionality may be added at a negotiated cost only with the permission of the Authorized User. Contractor software must be available to the County that is compatible to the County operating system software even if that software is revised or replaced in the middle of a Contract period.

- 1.23 Start Up Supplies:** All copiers must come with installed operating supplies, which will include a one month supply of toner, developer, fuser oil and dispersant, as well as, a full load of staples or wire spool for machines that require a finisher or stapler sorter.
- 1.24 Study Assistance:** The Contractor will be periodically required to conduct studies to help end users align copiers with user needs. Authorized Users will not be charged for these services.
- 1.25 Supplies:** Supplies for copiers/color copiers/MFD's must be furnished to the location designated by the Authorized User on a periodic basis and will include all shipping and handling as part of the maintenance cost. Agencies will take reasonable steps to safeguard supplies from loss or misapplication. Contractors must deliver supplies within two (2) working days after they are requested. Also, a minimum of four (4) weeks worth of supplies will be delivered at one time. Failure to promptly deliver supplies may be grounds for cancellation of the order and/or subsequent cancellation of the Contract. Staples and wire spools for finishers are included in the per copy maintenance cost.
- 1.26 Taxes:** All property taxes incurred on leased machines during the entire lease period are the responsibility of the Contractor to pay for and not the County. This means Contractors must not submit invoices for Property Taxes for any leased machine on this Contract.
- 1.27 Training And Technical Assistance:** Contractor must have staff able to provide technical assistance and training to County agencies at any location, including problem solving, machine operation, etc. Contractor must have ready access to manufacturers' technical resources for problems that are beyond the ability of the Contractor's sales service staff. An operator training program must be provided by the Contractor. Following installation, a primary operator and back-up operator must be trained for each location. This training must be done on-site. If the County is to be charged for the cost of training, this cost must be included in the quoted unit costs. Additional training sessions may be required by an Authorized User. Contractors must furnish technical assistance in the operation and maintenance of machines on request. Such assistance shall be available within 24 hours and without additional cost. Contractors must furnish descriptive literature of all their awarded model(s) to any Authorized User that requests it. Descriptive literature must be sent to the Authorized User within 24 hours after a request is made.
- 1.28 Liquidated Damages:** The County may assess Liquidated Damages for the following reasons:
- 1.28.1 Invoicing:**
- If the Contractor does not invoice by the 15th of the month or invoice by the schedule agreed to between the Contractor and Authorized Users, the Authorized User may deduct up to ten percent (10%) of the invoice cost as liquidated damages.
 - If the Contractor fails to invoice within sixty (60) calendar days after the end of the month, the Authorized User may deduct up to twenty-five percent (25%) of the invoice cost for liquidated damages.
 - Contractor shall have sixty (60) calendar days to correct any invoice problem. If the Contractor fails to correct an invoice problem within

that time period, the Authorized User may assess ten percent (10%) of the invoice value as liquidated damages, to help cover the Authorized User's cost of handling the problem.

Note: Documentation of each invoice problem is the responsibility of the Authorized User.

1.28.2 Reporting:

- The Contractor shall be liable for liquidated damages in the amount of \$500 for each week after the 15th of the month (or for each week after the date specified in Section 3 above) that the accurate and complete reports specified in Section 3 have not been provided as specified to the Contract Manager. The County may elect to waive the imposition of liquidated damages on an individual basis, but such waiver of this type of contract breach shall not act as a waiver for any subsequent breach.
- Upon the imposition of liquidated damages for a third (3rd) breach under this section 4.3 or upon the third (3rd) waiver thereof such breach, or any combination thereof, the County may serve notice of termination of this Contract for cause.

1.28.3 Property Tax Invoicing:

- Each time an invoice is received for Property Taxes, Liquidated Damages of \$50.00 may be assessed against that contractor

1.28.4 Machine Removal at the End of the Contract Period for Leased Machines:

- For every month a leased machine is not removed, the agency may assess a liquidated damage charge of \$100. Also, if the machine has not been removed at the end of the two months the agency may dispose of the machine any way they wish to and charge the contractor actual costs incurred to have the machine removed.

1.28.5 Assessment: Liquidated Damages shall be assessed upon the Contractor's receipt of notice from the County of the amount of the assessment by deducting the assessment amount from the Contractor's next invoice.

1.29 Termination for Cause: Either signing party may terminate this Contract for failure by either party to perform its material obligations provided 1) the terminating party has given the other party written notice with proof of delivery from an overnight delivery service or certified mail return receipt requested and a ten (10) business-day opportunity to cure, and 2) the party receiving the notice has not cured its failure to perform its material obligations.

If either party breaches this Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. The notice may include an effective termination date if the breach is not cured by that date and, unless otherwise modified by the non-breaching party in writing prior to the termination

date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective termination date, then the non-breaching party may terminate this Contract by giving the breaching party no less than twenty four (24) hours' written notice.

1.30 Non-Appropriation of Funds: This Contract shall be terminated without penalty upon failure of the Legislature to appropriate funds necessary to carry out its terms.

Upon termination of this Contract, all rights, duties and obligations hereunder shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except with respect to sections 1 and 6, which shall survive termination of this Contract.

1.31 Freight Policy. All shipments shall be F.O.B. destination. Contractor shall file and expedite all freight claims with the carrier. Contractor shall pay title and risk of loss or damage charges. Emergency/rush delivery requiring special shipping and handling shall be at Authorized Users' expense (with prior written approval only). Rush delivery that occurs as a result of Contractor's error shall be free of charge.

1.32 Quality Assurance and Warranty Guarantee. The Contractor(s) should guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the Manufacturer's warranty. The Contractor(s) should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or media that proves to be defective or fails within the warranty period as specified.

STANDARD TERMS AND CONDITIONS (Request For Bids/Proposals/Contracts)

DCO CHS 19,25 Rev. 07/07

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to

fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of

the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act:* The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and

representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday –

Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;

- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

28.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

28.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

28.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

BIDDER COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

Signature

Title

Name (type or print)

Date

Optional : Color Machine 60 MONTH LEASE or 48 MONTH LEASE

Monthly lease rate for 48 months: \$_____

Monthly lease rate for 60 months: \$_____

Maintenance/Supply rate: \$_____/copy, minimum of 250,000 CPM

\$_____/copy overage

Charge for staples: \$_____

Make/Model of machine being bid: _____

Delivery time: _____

List three references for the model of machine you are bidding. Include contact names and phone numbers:

List other sales incentives, such as maintenance discounts, below:

Sales Tax

Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec.State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

Payment terms: Net 30

Quote/Bid price delivered FOB Destination To:

Dane County Printing & Services
City-County Building, Room GR-10
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

FAIR LABOR PRACTICES CERTIFICATION

Dane County Ordinance 25.11(28)

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

2. That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

_____ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:
www.nlrb.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 28.11 (28) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Technical Specifications

HIGH VOLUME COPIER

Dane County is soliciting bids for the lease of a new, current production model, high volume, digital copier for use by the Printing and Services Division, Madison, WI 53703. Dane County will select a 48 or 60 month lease term at it’s sole discretion based on the bids received.

Delivery is desired as soon as possible after the bid opening date. Dane County, at its option, may request a demonstration of the machine being bid.

MACHINE SPECIFICATIONS

The following specifications describe the type of machine the County wishes to lease. Minor variations in the specifications may be acceptable if in the opinion of the County, they do not adversely affect the quality, maintenance or performance of the machine. An example of an acceptable machine is the Xerox 4127. Comparable machines from other manufacturers may also be bid. Dane County will be the sole judge of comparability.

Any variations from specifications must be noted. If there are no variances listed, it will be assumed the machine meets the specification.

FEATURE:	VARIANCE (IF ANY):
High speed digital copier, 125 CPM,	
Estimated monthly volume: 200,000 – 750,000	
Six paper trays for various size paper	
Air Assisted paper feeding from minimum of 3 trays	
Standard high capacity 5000 sheet paper tray	
Copier must have it’s own scanner also stand alone scanner	
including software with similar capabilities to Free Flow Software	
Needs to be used for network application	
3 hole punch on-line	

FEATURE:	VARIANCE (IF ANY):
<u>Ability to print interspersed one-sided and two-sided pages</u>	
<u>in same document without having one-sided pages run as</u>	
<u>two-sided (County doesn't want to pay for extra clicks when</u>	
<u>one-sided pages are run as two-sided)</u>	
Copy pre-collation memory, minimum 256 MB RAM	
160 GB min. disc storage	
Page Numbering Capabilities	
Capability to run labels & transparencies from drawers	
Automatic tray switching	
Fully automatic jam recovery	
Capable of handling 16 lb. bond to 110 lb. index	
Finisher able to staple 100 sheets, single or dual stitch	
Concurrent scanning and printing	
Sample set feature	
Edge-to-edge copying	
Job interrupt feature	
Concurrent scanning and printing	
<u>OPTIONS:</u>	
Booklet Maker- Finisher	
On-Line Binding Option – Black Tape, Perfect Bind or similar application	

Color Option: 2nd machine

FEATURE:	VARIANCE (IF ANY):
48 and 60 month lease payments	
Minimum 70 CPM – must run at rated speed regardless of paper stock/size	
Estimated Monthly Volume- 15,000	
Capability to print on 110# Coated	
Air assisted paper feeding from minimum of 2 trays	
Minimum front to back registration – 0.5 mm	
Color Matching capabilities	
Max. paper size – 13 x 19	
Buyout of existing Lanier LD 445C - \$24,800.00	