
INVITATION FOR BIDS

Issued by:

**The Legislative Fiscal Analyst's Office,
a staff office of the Utah State Legislature**



**Purchase of Two Color Printers/Copiers, MF equipment, and
Associated OEM Maintenance and OEM Supplies**

IFB No. 2012-01

I. IFB CONTACT

The Legislative Fiscal Analyst's Office (LFA) of the Utah State Legislature is the issuer of this IFB and all subsequent addenda to this IFB. Inquiries regarding this IFB should be directed, in writing, to:

Thomas R. Vaughn
Associate General Counsel
Office of Legislative Research and General Counsel
Email: tvaughn@le.utah.gov

II. DEFINITIONS

As used in this IFB:

1. "COPIER/PRINTER A" means the Xerox Color 550/560 Printer or a SUBSTANTIALLY EQUIVALENT PRODUCT.
2. "COPIER/PRINTER B" means the Xerox 700 Digital Color Press or a SUBSTANTIALLY EQUIVALENT PRODUCT.
3. "IFB" means this Invitation for bids, issued by the LFA, for the "Purchase of two color printer/copiers, MF equipment, and associated OEM maintenance and OEM supplies, IFB 2012-01."
4. "LEGISLATIVE PRINTING" means the Legislative Printing Office, a staff office of the Utah State Legislature.
5. "LEGISLATURE" means the Utah State Legislature, its members, staff, staff offices, and all employees and of the Utah State Legislature and of its staff offices.
6. "LFA" means the Legislative Fiscal Analyst's Office, a staff office of the Utah State Legislature, with its offices located at:

Utah State Capitol Complex
House Building, Suite W310,
Salt Lake City, Utah
7. "MDT" means Mountain Daylight Time.
8. "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the Utah State Legislature.

9. "PRODUCTS" means:
 - a. COPIER/PRINTER A;
 - b. all equipment, software, and accessories provided by the bidder for COPIER/PRINTER A;
 - c. COPIER/PRINTER B; and
 - d. all equipment, software, and accessories provided by the bidder for COPIER/PRINTER B.

10. "SUBSTANTIALLY EQUIVALENT PRODUCT" means a product, other than the specified product, of any brand, if the product and brand are equal in use, quality, economy, and performance to the specified product, as determined by the LFA.

III. PURPOSE OF INVITATION FOR BIDS -- SPECIFICATIONS

The purpose of this IFB is for the outright purchase of one COPIER/PRINTER A and one COPIER/PRINTER B to be used in LEGISLATIVE PRINTING.

1. COPIER/PRINTER A
 - a. COPIER/PRINTER A is required to include, with the copier/printer:
 - i. a Fiery-based print server or Fiery-based integrated print server;
 - ii. a high capacity extra paper tray (minimum of 2,500 sheets); and
 - iii. an interface module.

 - b. The specifications that a SUBSTANTIALLY EQUIVALENT PRODUCT to COPIER/PRINTER A is required to have include:
 - i. resolution for print/copy 2400x2400dpi;
 - ii. an integrated scanner with approximately a 250 sheet capacity;
 - iii. ability to print tabs;
 - iv. ability to print double-sided on gloss cover;
 - v. three-hole punch and staple functionality;
 - vi. load-while-run toner and paper capability;
 - vii. duty cycle, productivity, and print speeds substantially similar to the Xerox Color 550/560 Printer;
 - viii. paper flexibility/weight specifications substantially similar to the Xerox Color 550/560 Printer; and
 - ix. print quality that is similar to the Xerox Color 550/560 Printer, as determined by LFA, for all jobs, including large jobs, from beginning to end.

2. COPIER/PRINTER B
- a. COPIER/PRINTER B is required to include, with the copier/printer:
- i. a Fiery-based print server;
 - ii. a high capacity extra paper tray (minimum of 2,500 sheets); and
 - iii. an interface module.
- b. The specifications that a SUBSTANTIALLY EQUIVALENT PRODUCT to COPIER/PRINTER B is required to have include:
- i. resolution for print/copy 2400x2400dpi;
 - ii. an integrated scanner with approximately a 250 sheet capacity;
 - iii. ability to print tabs;
 - iv. ability to print double-sided on gloss cover;
 - v. three-hole punch and staple functionality;
 - vi. load-while-run toner and paper capability;
 - vii. duty cycle, productivity, and print speeds substantially similar to the Xerox 700 Digital Color Press;
 - viii. paper flexibility/weight specifications substantially similar to the Xerox 700 Digital Color Press;
 - ix. print quality that is similar to the Xerox 700 Digital Color Press, as determined by LFA, for all jobs, including large jobs from beginning to end;
 - x. finisher, folder, and booklet maker;
 - xi. ability to do a full bleed on 11x17 and smaller; and
 - xii. ability to fold 11x17 into engineering fold for input into 8.5x11 binder.

IV. TIMELINE

The following timeline (subject to change by addendum) will be followed with respect to this IFB:

1. IFB Opening Date: March 29, 2012 at 1:00 p.m., MDT.
2. Final Date for Submission of Questions: April 5, 2012 at 1:00 p.m., MDT.
3. Final Date for Addenda to IFB (related to specifications and answering questions submitted before the deadline described in Section V.2 of this IFB): April 10, 2012.
4. IFB Due Date: April 20, 2012 at 1:00 p.m., MDT.
5. Opening of Bids: April 20, 2012 at 1:30 p.m., MDT, at LFA.
6. Demonstration Period: April 23, 2012 through April 27, 2012 (if no demonstrations are scheduled, the award date may be moved up).

7. Award of Contract: April 30, 2012 11:00 a.m., MDT at LFA.

V. INVITATION FOR BIDS

1. SUBMISSION TIME, PLACE, AND MANNER

Bids for this IFB should NOT be submitted via BidSync.

An electronic copy (in PDF format) must be received by the IFB contact, Thomas Vaughn, on or before April 20, 2012 at 1:00 p.m., MDT. The electronic copy may be provided by email to tvaughn@le.utah.gov (our email, including attachments, is limited to 25MB per email, so if you send anything larger, you will need to break it into parts and send them separately) or may be burned to a disk and delivered to the following address:

Attention: Thomas Vaughn
Associate General Counsel
Office of Legislative Research and General Counsel
Utah State Capitol Complex, W210 House Building
P.O. Box 145210
Salt Lake City, Utah 84114-5210

2. LATE SUBMISSIONS

Bids received after April 20, 2012 at 1:00 p.m., MDT will not be considered.

3. BIDDER INFORMATION

The first page of the bid must include the following information, in the following format:

- a. Title: "Purchase of two color printer/copiers, MF equipment, and associated OEM maintenance and OEM supplies, IFB 2012-01."

- b. Offeror Summary Information:

Name:
Contact Person:
Address:
Telephone:
Fax:
Email:
Federal Tax ID Number:

c. Brand name and model of copiers/printers included in the bid.

4. BID COMPLIANCE

4.1 The bid shall separately state, for each provision of this IFB (including all attachments and addendum to this IFB), that the bid meets, and the bidder agrees to comply with, that provision). A bid that fails to do this may be rejected as non-responsive.

4.2 LFA reserves the right to waive minor informalities or technicalities in a bid.

5. PRODUCT REQUIREMENTS

a. Bids shall be submitted to provide:

i. one of COPIER/PRINTER A, including service, maintenance, and repair;

ii. one of COPIER/PRINTER B, including service, maintenance, and repair; or

iii. both of 5.a.i. and 5.a.ii.

b. Bidders who submit bids for both of 5.a.i. and 5.a.ii. shall submit a separate price for each and may, in addition, submit a price for purchasing both. LFA reserves the right to purchase 5.a.i from one bidder and 5.a.ii. from another bidder, or to purchase both from the same bidder.

c. All PRODUCTS included in the bid:

i. shall be in new, unused condition;

ii. shall be in current production;

iii. shall be OEM;

iv. shall be available for sale on the bid due date;

v. may not be announced by the manufacturer as discontinued on or before the bid due date; and

vi. may not be, and may not include components or parts that are,

discontinued, refurbished, rebuilt, reconditioned, remanufactured, or newly remanufactured;

- d. COPIER/PRINTER A and COPIER/PRINTER B shall be delivered with regular, full-size consumable supplies (excluding paper), which are included in the purchase price of the copier/printer. "Less than full size" start-up kits are not acceptable.
- e. The bidder shall provide a product brochure for each copier/printer included in the bid submitted by the bidder.
- f. Buyers Laboratory, Inc. will be used by LFA as a reference guide for specifications clarification and definitions if not otherwise specified or defined in this IFB. LFA reserves the right to verify information with other published sources.

6. COSTS AND FREIGHT

- a. A Bidder shall provide detailed information on the cost of the PRODUCTS to LFA including click charges and any other charges. A Bidder is prohibited from charging any costs not detailed in the Bidder's bid. Estimated clicks for the copiers/printers are included in ATTACHMENT "1".
- b. Bidders are required to provide line item pricing FOB Destination Freight Prepaid. Shipping terms will be FOB Destination Freight Prepaid.
- c. In awarding the contract for this IFB, LFA will make the determination of cost based on the cost to purchase the PRODUCTS and the ongoing costs relating to the PRODUCTS (including click charges and any other charges from the bidder) for a seven year period.

7. BIDS ARE BINDING

All bids are required to be signed by a person in authority to bind the bidder to the bid, the bid price, and the terms and conditions of the bid. Bids may not be withdrawn for a period of 60 days after the IFB due date. By submitting the bid, the bidder certifies that all information provided by the bidder is true, complete, and accurate, that the bidder is willing and able to furnish the PRODUCTS, service, and maintenance specified, that the prices quoted are correct, and that the prices quoted include all charges that will be required from LFA, LEGISLATIVE PRINTING, or the LEGISLATURE in relation to the PRODUCTS, installation, service, maintenance, and any and all other expenses related to the PRODUCTS,

installation, service, and maintenance.

8. MANUFACTURER OR AUTHORIZED DEALER

Bidders are to be a manufacturer or a manufacturer's authorized dealer. Bidders who submit a bid as a manufacturer's representative shall supplement the bid with a letter from the manufacturer involved certifying that the bidder is a bona fide dealer for the specific product presented and that the bidder is authorized to submit a bid on the product.

9. UTAH STOREFRONT

Bidders are required to have a storefront in the State of Utah. The store front must have been established at least 3 months before the bid due date and must be currently functioning as an authorized dealer of at least one manufacturer's line of copiers, and serving customers with copier equipment sales, OEM maintenance and OEM consumable supplies.

10. SERVICE AREA, MAINTENANCE, AND SUPPLIES

- a. Bidders must have certified trained service technicians that service the area that includes the Utah State Capitol Complex.
- b. All maintenance will be performed by factory certified trained personnel.
- c. PRODUCTS will be maintained to manufacturer's specifications.
- d. Maintenance includes labor, toner, developer, OEM parts, photo-receptor (drum) or master units and all consumables except for staples and paper.
- e. Bidder will do periodic or preventive maintenance as specified by the manufacture's guidelines. Bidder will perform an un-scheduled basic service and cleaning on all the PRODUCTS purchased by LFA from bidder that have not received a service call within six months.
- f. All consumable supplies provided by bidder will be OEM supplies.

11. SERVICE AND RESPONSE TIME

- a. Except for black and white copying during the LEGISLATURE's General Session, service must be available between normal working hours of 8:00 am and 5:00 pm Monday-Friday, except normal holidays. Bidder will adhere to a three (3) hour maximum response time on inoperable

PRODUCTS and a six (6) hour maximum response time on operable service calls (copy quality problems may render PRODUCTS inoperable based on the LEGISLATURE's needs). In the event that any PRODUCTS require more than two (2) days down time, the bidder will provide a loaner immediately upon request from LFA or LEGISLATIVE PRINTING. The servicing technician will call LEGISLATIVE PRINTING within one-half hour upon receipt of the service call and give an estimated arrival time for service.

- b. During the LEGISLATURE's General Session, service for black and white copying must be available 24 hours per day, 7 days per week, including holidays. Bidder will adhere to a one (1) hour maximum response time on inoperable PRODUCTS and a three (3) hour maximum response time on operable service calls (copy quality problems may render PRODUCTS inoperable based on the LEGISLATURE's needs). In the event that any copier/printer requires more than twenty-four (24) hours down time, the bidder will provide a loaner immediately upon request from LFA or LEGISLATIVE PRINTING. The servicing technician will call LEGISLATIVE PRINTING within one-half hour upon receipt of the service call and give an estimated arrival time for service.
- c. Bidder shall keep LEGISLATIVE PRINTING supplied with replacement parts to keep on-hand, including fusers, drums, print modules, and other replaceables for the copiers/printers, allowing LEGISLATIVE PRINTING to change out these parts as needed.

12. REQUEST FOR SERVICE HISTORY

Bidder shall provide to LEGISLATIVE PRINTING, upon request and at no charge, a complete and comprehensive service history printout on a PRODUCT provided by the bidder within five working days. This service history report will include: an outline of all service calls, response times, failures, copies between service calls and monthly copy volume.

13. SERVICE AND PARTS GUARANTEE

Contractor shall guaranty available factory trained OEM service for five years from the date of purchase and OEM parts and supplies for seven years from the date of purchase.

14. BIDDER'S RESPONSIBILITY

The successful bidder(s) are solely responsible for fulfillment the responsibilities

under the terms and conditions of the contract.

15. CHANGE OF REPRESENTATIVES

LFA reserves the right to require a change in the bidder's representatives if the assigned representative(s) is not, in the opinion of the LFA, adequately meeting its needs.

16. MANUFACTURER'S WARRANTY

PRODUCTS shall have warranties that are industry standard on scope of coverage and length of coverage. Warranties shall begin running from the “up-and running” installation date. Warranties shall be a full service warranties that include all OEM parts, materials, all OEM consumable supplies (except for staples and paper) and labor.

17. TRAINING

Bidder shall provide, at no additional charge, training to LEGISLATIVE PRINTING staff on the use of the PRODUCTS and accompanying software and on replacement of fusers, drums, print modules, and other replaceables.

VI. OTHER REQUIREMENTS

The bidder's name must appear on each page of the bid. Erasures, cross-outs, alterations, corrections, or other changes must be initialed by the person who signs the bid. The bid must contain evidence that the person who signs the proposal is authorized to bind the bidder in relation to the bid.

VII. CONTRACT

The successful bidder will be required to enter into a contract containing the terms and conditions described in Attachment "2".

VIII. DEBARMENT

The bidder certifies that neither the bidder nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or contract by any governmental entity. If the bidder cannot certify this statement, the bidder shall attach a written explanation indicating why the bidder cannot certify this statement.

IX. QUESTIONS

Questions, requests for changes to this IFB, and requests for clarification must be submitted by email to tvaughn@le.utah.gov on or before April 5, 2012 at 1:00 p.m., MDT. Responses to substantive questions, responses to requests for clarification, and responses to requests for changes will be provided in the form of an addendum to this IFB.

X. ADDENDA

1. All addenda to this IFB will be posted on the Utah Legislature's website at:

<http://le.utah.gov>

2. Addenda and notifications of addenda are not required to be provided in any other manner. All bidders, potential bidders, and other interested persons are required to check the website on a regular basis in order to receive notice of, or a copy of, any addendum.

3. LFA may attempt to, but is not required to, provide email notification of an addendum to any person who sends a request to receive notification to:

tvaughn@le.utah.gov

XI. PROTECTED INFORMATION

Protection or disclosure of information submitted in response to this IFB is governed by Title 63G, Chapter 2, Government Records Access and Management Act. A bidder who desires to request protected status of any information submitted in the bid must specifically identify the information that the bidder desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the bidder shall comply with the requirements of Utah Code Section 63G-2-305, Utah Code Section 63G-2-309, and all other applicable requirements of law. The LFA's decision regarding the protected status of information shall be final and binding on the bidder. Each bidder will indemnify, defend, and hold forever harmless the LEGISLATURE, its members, offices, and staff from any and all liability relating to the disclosure of information included in the bidder's response to this IFB, even if the bidder requested protected or other confidential status for the information.

XII. MODIFICATIONS TO, OR WITHDRAWAL OF, BID

A bidder may modify or withdraw the bidder's response to this IFB at any time before the due date and time of this IFB by providing a written modification or a written statement

withdrawing the bid to the IFB contact at tvaughn@le.utah.gov. Modifications or letters of withdrawal received by the IFB contact after the closing date and time for this IFB will be rejected as invalid. The version of a bid submitted in response to this IFB, as it exists at the closing date and time of this IFB, will be binding on the bidder.

XIII. COST OF RESPONDING TO IFB AND CONTRACT NEGOTIATIONS

1. All expenses relating to responding to this IFB, including, but not limited to, preparing, submitting, and presenting a bid, attending meetings in relation to this IFB, product demonstrations, and all travel, dining, lodging, and communication expenses will be borne by the bidder. The LEGISLATURE assumes no liability for any costs incurred by a bidder in responding to this IFB.
2. All expenses of the successful bidder relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the bidder. The LEGISLATURE assumes no liability for any costs incurred by a bidder relating to contract negotiations.
3. Bidder will not bill the LEGISLATURE for any expense incurred prior to the time that the contract is signed by all parties.

XIV. BID AWARD AND CRITERIA

1. A selection committee established by the LFA will evaluate each bid submitted in response to this IFB. The selection committee or its agents may participate in product demonstrations.
2. The contract will be awarded by LFA to the bidder or bidders (in the case that COPIER/PRINTER A and COPIER/PRINTER B are purchased from separate bidders) who submit the lowest (i.e. most cost effective) responsible and responsive bid that meets the criteria and specifications described in this IFB. Criteria evaluated in making this determination includes experience, performance ratings, demonstrations, quality, workmanship, time and manner of delivery, references, financial stability, cost, discount terms, and suitability for the use to which the PRODUCTS will be put.
3. Utah has a reciprocal preference law which will be applied against bidders bidding PRODUCTS or services produced in states that discriminate against Utah products. For details see Utah Code Sections 63G-6-404 and 63G-6-405.

XV. MISCELLANEOUS RESERVATION OF RIGHTS

The LFA reserves the right to not award a contract to any of the bidders who respond to this IFB, to cancel this IFB at any time, or to issue a new IFB for the same or similar PRODUCTS or services. The LFA reserves the right to reject and not consider any bids submitted in response to this IFB that are not responsible and responsive or that do not strictly comply with the requirements of this IFB or with the requirements of law.

XVI. RESTRICTIONS ON PUBLICITY

A successful bidder may not, without the prior written approval of the LFA, do any of the following:

1. Make any announcement regarding the award of the contract relating to this IFB.
2. Refer to the LEGISLATURE, or use any data, pictures, or other representation of the LEGISLATURE, in its advertising, marketing, or other promotional efforts.

XVII. DEVIATIONS AND EXCEPTIONS

The bidder shall describe, in writing, any deviations or exceptions from the requirements, terms, and conditions of this IFB. This description shall be in a separate document that is attached to the bid and is signed by the bidder or the bidder's authorized agent. In the absence of such a document, the bid shall be interpreted to agree to the requirements, terms, and conditions of this IFB and the bidder shall be held liable for any deviations from the IFB. Deviations and exceptions claimed by a bidder may result in rejection of a bid on the grounds that the bid is not responsive to the IFB.

XVIII. DEMONSTRATIONS

A bidder may request to demonstrate its PRODUCTS during the demonstration period by making the request, in writing, in its bid response. A bidder who makes a demonstration request will be contacted to set an appointment for the demonstration. A bidder who makes a demonstration shall, at the bidder's expense, conduct the demonstration at a location within 25 miles of the Utah State Capitol Building. If a large number of bids are received in response to this IFB, LFA reserves the right to only grant demonstrations to bidders with the lowest costs.

XIX. OTHER PROVISIONS

1. GOVERNING LAW

This IFB is subject to the laws of the state of Utah, including Utah Code Title 63G,

Chapter 6, Utah Procurement Code.

2. SALES TAX ID NUMBER

Utah Code Section 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under Utah Code Subsection 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.