



**COUNTY OF COLE
JEFFERSON CITY, MISSOURI**

REQUEST FOR BID

2016-27: TONER

SUBMISSIONS SHALL BE ACCEPTED UNTIL
MONDAY, JULY 11 at 9:00 A.M. CENTRAL

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any Addendum released hereto unless detailed otherwise in my submission in a section clearly titled "EXCEPTIONS". (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed bids will be accepted by the Cole County Commission for consideration in provision of the following:

2016-27 TONER

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 9:00 a.m. on Monday, July 11, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jennifer Prenger at (573) 634-9168.

NEWS TRIBUNE: June 7, 14 & 21

Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

PURCHASING

COMMISSION
(573) 634-9110

PURCHASING
(573) 634-9168

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 **NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of Bidding and any special conditions set forth herein for the provision of TONER for use by Cole County.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled "EXCEPTIONS".

- 1.2 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

info@colecounypurchasing.org

- 1.3 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org/287/Purchasing.

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County. Interested parties may subscribe to receive email and/or text notifications of new bid opportunities and updates at www.colecounty.org/287/Purchasing.

The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

- 1.4 **RESPONSE PREPARATION.** A fully executed bid made upon the prescribed forms attached to these specifications, must:
- be submitted in a **sealed box or envelope identified by bid number, bid title, and bid opening date/time**. Only sealed submissions will be considered, all bids otherwise submitted will be rejected as irregular;
 - be complete and signed by an official authorized to obligate the agency or company submitting the response;
 - include **one (1) complete original and two (2) exact duplicates**.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.

- 1.5 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Monday, July 11 at 9:00 a.m. CST. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.
- 1.6 **ADVICE OF AWARD.** A bid tabulation of responses received will be included with the award notification letters sent, via email, to all bidders who submitted a response upon bid award.

2.0 TERMS AND CONDITIONS

- 2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.
- 2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission. Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance

with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be submitted in writing to info@colecountypurchasing.org and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the product, service or project, he or she shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecountypurchasing.org. Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the Plans and Specifications. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular material, product or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product, material and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 **PRICES.** Prices must be stated in units of quantity specified and must be firm.
- 2.13 **DEFAULT.** In case of default by the bidder or contractor, the County may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.15 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect.

Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.

- 2.16 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.
- 2.17 **SHIPMENTS.** Any shipments shall be F.O.B. destination, freight prepaid.
- 2.18 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product, material or service specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.19 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.20 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.21 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.22 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.
- 2.23 **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT.** The Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Cole County, Missouri.
- 2.24 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased. In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

2.0 INFORMATION FOR RESPONDENTS

- 3.1 **BACKGROUND.** The County currently uses a combination of OEM and compatible toners. Some County offices cannot accept compatibles for their machines and some offices enjoy the cost savings offered by using compatibles. As such, the County uses and is requesting pricing for BOTH product lines. The estimated annual usage (EAU) reflected on the Bidder Response Form represents the combined usage. The County has used several types/brands of compatibles and **the preferred brand is TREND** though alternate compatibles may be proposed as well.
- 3.2 **DELIVERY REQUIREMENTS.** To be considered, respondents must deliver within a 2-day window from the time of order for orders placed before 1:00 pm Central; orders placed after 1:00 pm Central will be considered part of the next day's order. Additionally, respondents must offer next day delivery if/when required by the County. ALL shipping prices must be included in bid prices; Cole County will not accept separate shipping charges under any circumstance. All product shall be delivered to one location:
- Cole County Commission
311 East High Street, Room 200
Jefferson City, MO 65101
- 3.3 **AWARD.** Award will likely be multi-party and will be made as determined in the best interest of the County.
- 3.4 **CONTRACT.** It is the intent of the County to establish a three-year contract, renewable annually, under this bid. For the duration of this contract, prices must be fixed; adjustments will be accepted only during the renewal period and only when a verifiable letter from the manufacturer indicative of a cost increase is presented to and accepted by Cole County.
- This contract will be considered "preferred use" which means that County should use the contract for purchasing toner when pricing, delivery, and other contractual terms and conditions are in the County's best interest to do so. In the event that the County is able to source the products, or like or similar products that meet the County's needs at a better price, then the County has authority to purchase the items from other sources so long as the County follows statutory requirements.
- 3.5 **YEARS IN BUSINESS.** Respondents must have been in business for a minimum of two (2) years as of the issuance of this bid to be considered for award.
- 3.6 **BID ITEMS.** Respondents are not required to bid on every item on the Bidder Response Form to be considered.

3.0 SUBMISSION

Respondents must prepare their bid using the following format with each section clearly labeled:

- 4.1 **COVER PAGE** (page one of this document, fully executed)
- 4.2 **BIDDER RESPONSE FORM.** **DO NOT ALTER THIS FORM IN ANY WAY OR YOUR BID MAY BE REJECTED WITHOUT CONSIDERATION.** Simply fill in the required information. Please follow the procedures outlined in Section 1.2 should you have any questions about the form or feel that it needs to be adjusted and an addendum will be issued per Section 1.3.
- 4.3 **ANTI-COLLUSION STATEMENT**, fully executed

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this ____ day of _____, 20 ____

Notary Public

My Commission expires: _____

BIDDER RESPONSE FORM

COLE COUNTY BID NO. 2016-27

		OEM			Proposed Compatible		
Description/Machine	EAU	OEM Item#	Approx. Page Yld	Cost Each	Cost Each	Approx. Page Yld	Compatible Item #
1	Brother TN-420	20	BRT TN-420	1,200			
2	Brother TN-460	1	BRT TN-460 (High Yield)	6,000			
3	Brother TN-350	2	BRT TN-350	2,500			
4	HP 3525	1	HEW CE250X (Black)	10,500			
5	HP 3525	1	HEW CE251A (Cyan)	7,000			
6	HP 3525	1	HEW CE252A (Yellow)	7,000			
7	HP 3525	1	HEW CE253A (Magenta)	7,000			
8	HP 507X	4	HEW CE400X (Black)	11,000			
9	HP 507A	4	HEW C 401A (Cyan)	6,000			
10	HP 507A	4	HEW CE402A (Yellow)	6,000			
11	HP 507A	4	HEW CE403A (Magenta)	6,000			
12	HP 35A (HP 1005/1006)	17	HEW CB435A	1,500			
13	HP 35X (HP 1005/1006)	1	HEW CB435X	3,000			
14	HP CC364A (HP LJ P4014DN)	2	HEW CC364A	10,000			
15	HP CP2025	2	HEW CC530A (Black)	3,500			
16	HP CP2025	1	HEW CC531A (Cyan)	2,800			
17	HP CP2025	1	HEW CC532A (Yellow)	2,800			
18	HP CP2025	1	HEW CC533A (Magenta)	2,800			
19	HP CE255X	16	HEW CC255X (Black)	12,500			
20	HP 85A	25	HEW CE285A	1,600			
21	HP 05X (HP P2055)	40	HEW CE505X	6,500			
22	HP 05A (HP P2055)	56	HEW CE505A	2,300			
23	HP 12A	2	HEW Q2612A	2,000			
24	HP 13X	2	HEW Q2613X	2,500			
25	HP 42X	2	HEW Q5942X	20,000			
26	HP 49X	1	HEW Q5949X	6,000			
27	HP 15A	2	HEW C7115A	2,500			
28	HP 280X	10	HEW CF280X	6,900			
29	HP 90A	9	HEW CE390A	10,000			
30	HP 78A	2	HEW CE278A	2,100			
31	HP 83A	13	HEW CF283A	1,500			
32	HP 305A	8	HEW CE410A (Black)	2,200			

Business Name: _____

Description/Machine	EAU	OEM			Proposed Compatible		
		OEM Item#	Approx. Page Yld	Cost Each	Cost Each	Approx. Page Yld	Compatible Item #
33 HP 305A	5	HEW CE411A (Cyan)	2,600				
34 HP 305A	7	HEW CE412A (Yellow)	2,600				
35 HP 305A	5	HEW CE413A (Magenta)	2,600				
36 HP 312A	1	HEW CF380A (Black)	2,400				
37 HP 312A	1	HEW CF381A (Cyan)	2,700				
38 HP 312A	1	HEW CF382A (Yellow)	2,700				
39 HP 312A	1	HEW CF383A (Magenta)	2,700				
40 HP 649X	1	HEW CE260X (Black)	17,000				
41 HP 648A	1	HEW CE261A (Cyan)	11,000				
42 HP 648A	1	HEW CE262A (Yellow)	11,000				
43 HP 648A	1	HEW CE263A (Magenta)	11,000				
44 Lexmark T640	3	LEX 64015HA (High Yield)	21,000				
45 Lexmark T650	2	LEX T650H11A	25,000				
46 Lexmark 50F1U00	1	LEX 50F1U00	20,000				
47 Panafax RC3313	1	PAN UG-3313	10,000				
48 Canon GPR-22	2	Canon GPR-22	8,400				
49 Canon 128	5	Canon 128 MF440 Faxphone	2,100				
50 Dell PK941	6	DELL PK941 (Black)	6,000				
51 Konica Minolta MicrSP 3000	1	Konica Minolta MicrSP3000 (4161-106)	10,000				
52 SP C310A	1	RIC 406344 (Black)	2,800				
53 SP C310A	1	RIC 406345 (Cyan)	2,500				
54 SP C310A	1	RIC 406346 (Magenta)	2,500				
55 SP C310A	1	RIC 406347 (Yellow)	2,500				
56 Xerox 8570	1	XER 108R00930 (Black) 4 Sticks	8,600				
57 Xerox 8570	1	XER 108R00926 (Cyan) 2 Sticks	4,400				
58 Xerox 8570	1	XER 108R00927 (Magenta) 2 Sticks	4,400				
59 Xerox 8570	1	XER 108R00928 (Yellow) 2 Sticks	4,400				
60 Xerox 6000/6010	2	XER 106R01630 (Black)	2,000				
61 Xerox 6000/6010	1	XER 106R01627 (Cyan)	1,000				
62 Xerox 6000/6010	1	XER 106R01629 (Magenta)	1,000				
63 Xerox 6000/6010	1	XER 106R01129 (Yellow)	1,000				

Is Respondent able to meet 2-day delivery requirement as outlined in Section 3.2? _____ Yes _____ No

Is Respondent able to accommodate next day delivery should the need arise per Section 3.2? _____ Yes _____ No

Has Respondent been in business for two or more years as outlined in Section 3.5? _____ Yes _____ No

Does Respondent verify that this form has not been altered other than providing product/pricing info per Section 4.2? _____ Yes _____ No

Does Respondent agree to Cooperative Procurement as outlined in Section 2.24?* _____ Yes _____ No

**not an evaluation factor*

Business Name: _____

