



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 13-157**

For

45 PPM COLOR COPIER

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for one **45 ppm Color Copier**. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**13-157 45 ppm Color Copier**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 10/31/2013 at 10:00 AM, in Room 523 of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

- The bid number and title shall be referenced on all correspondence.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer’s hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Bid Specification

General Description: To provide St. Charles County with a **45 PPM Color Copier** as per specifications called for herein.

The copier furnished in accordance with this proposal must be new current standard production of the manufacturer. Used, remanufactured, or surplus products are not acceptable.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, **not restrictive**. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. **The County shall determine in its sole discretion whether a product is acceptable as an equivalent**

For illustrative purposes as to the type and quality of copier requested, the following bid specifications are based on a Konica Minolta bizhub C454e. Units bid must be a full color printer, copier, scanner and fax.

Maintenance: The County will also require a maintenance agreement with the purchase of the copier. The County is requesting that maintenance be billed monthly on the actual use or "per click" charge. Maintenance is to include everything except paper and staples. Monthly black and white usage is estimated at 3,000 copies and color usage is estimated at 1,000 copies. Maintenance will be for a five year period.

Training: The bid price is to include training of up to 6 people on the copier's functionality and use.

Delivery and Setup: The bid price is to include delivery and set up of the copier at 100 North Third Street Suite 318 St. Charles, MO 63301. This is to include coordination with the County's IS department for any programming and networking requirements of the copier. Bidder is also responsible for disposal of any trash/debris associated with this delivery and installation of the new copier.

Copier Specifications

Please indicate with an “X” in the appropriate space below

Feature	Description	Meets specifications	Exceeds specifications	Does not meet specifications
TYPE	FULL-COLOR PRINTER, COPIER, SCANNER FAX WITH STATIONARY PLATEN			
TONER TYPE	SIMITRI HD TONER W/BIOMASS /TANDEM PROCESS			
MONTHLY DUTY CYCLE	150,000 PAGES			
PRINT/COPY SPEED	FULL COLOR: 45 PPM (LETTER, PORTRAIT)			
PRINT/COPY SPEED	B&W: 45 PPM (LETTER, PORTRAIT)			
DOCUMENT FEEDER	DF-701 DUAL SCANNER – FULL COLOR/B&W DUPLEX SPEED 160OPM, FULL COLOR/B&W SIMPLEX SPEED 80 OPM, PAPER CAPACITY 100 SHEETS, PAPER SIZE 5.5”X8.5” TO 11”x17”			
PRINT RESOLUTION	1800 DPI EQUIVALENT X 600 DPI			
SCAN RESOLUTION	200 DPI, 300 DPI, 400 DPI, 600 DPI			
PROCESSOR/ MEMORY/ HARD DISK DRIVE	800MHz / 2GB RAM / 250GB – SHARED WITH COPIER			
GRADATION	256 COLOR SHADES PER PIXEL			
ORIGINAL SIZE	UP TO 11 X 17 (SCANNING/COPYING) UP TO 11 X 17 FULL BLEED ON 12" X 18" PAPER (PRINTING)			
WARM UP TIME	LESS THAN 30 SECONDS			
FIRST COPY TIME	FULL COLOR: LESS THAN 4.6 / B&W: LESS THAN 4.1 SECONDS			
MAGNIFICATION	ZOOM RANGE: 25% - 400% - 0.1% INCREMENTS			
MAGNIFICATION	PRESET REDUCTION: 78.5%, 73.3%, 64.7%, 50.0%			
MAGNIFICATION	PRESET ENLARGEMENT: 121.4%, 129.4%, 154.5%, 200.0%			
COLOR MODES	AUTO COLOR, FULL COLOR, BLACK & WHITE, 2-COLOR, SINGLE COLOR			
	<i>INTENTIONALLY LEFT BLANK</i>			

Feature	Description	Meets specifications	Exceeds specifications	Does not meet specifications
MINIMUM PAPER CAPACITY	500-SHEET UNIVERSAL CASSETTE (14 LB. BOND TO 140 LB. INDEX)			
	500-SHEET UNIVERSAL CASSETTE (14 LB. BOND TO 140 LB. INDEX)			
	500-SHEET PAPER FEED CABINET (14 LB. BOND TO 140 LB. INDEX)			
	150-SHEET BYPASS (16 LB. BOND TO 100 LB. COVER OR UP TO 300 GSM)			
DOCUMENT FEEDER	DF-701 DUAL SCANNER DOCUMENT FEEDER			
	100 SHEET PAPER CAPACITY			
FAXING	SUPER G3 COMPATIBILITY			
	MH, MR, MMR, JBIG DATA COMPRESSION			
	33.6 KBPS MODEM SPEED			
	F-CODE SUPPORT			
FAX TRANSMISSION SPEED	LESS THAN 3 SECONDS/PAGE (JBIG, STANDARD RESOLUTION)			
FAX MEMORY	2GB (SHARED PRINT, COPY, SCAN, FAX MEMORY)			
DIMENSIONS	24.5" W x 27"D x 36.3" H			
SORT	INTERNAL SORT (COLLATION) CAPABILITY			
ERASE	BORDER, FRAME. EDGE WITH INCREMENTS UP TO 1 INCH			
INTERFACE	10BASE-T/100BASE-TX/1000BASE-T, USB 1.1, HIGH-SPEED USB 2.0, USB HOST			
SCAN FUNCTIONS	SCAN-TO-EMAIL, SCAN-TO-FTP, SCAN-TO-HDD (SCAN-TO-USER BOX), SCAN-TO-ME/SCAN-TO-HOME, SCAN-TO-SMB (SCAN-TO-DESKTOP) SCAN-TO-USB, SCAN-TO-WEBDAV, DISTRIBUTED SCAN MANAGEMENT, NETWORK TWAIN, WS-SCAN, COLOR INTERNET FAX			

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

BID FORM
SB 13-157
45PPM COLOR COPIER

(Bidder name)

Year, Make and Model Bid: _____

Copier Bid Price: \$ _____
(to include delivery, setup, and training as specified)

Maintenance Bid

Bid price is to be based on actual usage (price per click) and billed monthly. The estimated monthly usage is 3,000 B&W copies and 1,000 for Color copies. Maintenance is to include everything except paper and staples.

1st year maintenance cost per b&w copy _____ 1st year maintenance cost per color copy _____

2nd year maintenance cost per b&w copy _____ 2nd year maintenance cost per color copy _____

3rd year maintenance cost per b&w copy _____ 3rd year maintenance cost per color copy _____

4th year maintenance cost per b&w copy _____ 4th year maintenance cost per color copy _____

5th year maintenance cost per b&w copy _____ 5th year maintenance cost per color copy _____

For bid tabulation purposes, calculations will be based on an estimated 36,000 B&W copies and 12,000 color copies annually for the five years requested.

Number of days required for delivery, setup and training ARO? _____

Authorized signature

Date

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all bid terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as
_____(Position/Title) first being duly sworn on my oath, affirm
_____(Business Entity Name) is enrolled
and will continue to participate in the E-Verify federal work authorization program with respect to
employees hired after enrollment in the program who are proposed to work in connection with the
services related to contract(s) with the County for the duration of the contract(s), if awarded in
accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____
_____(Business Entity Name) does not and will not knowingly
employ a person who is an unauthorized alien in connection with the contracted services provided to
the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands
that false statements made in this filing are subject to the penalties provided under section 575.040,
RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT A

**ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME