

**SERIAL 04029 C      DIGITAL COPY MACHINE (NIGP CODE 60042)**

**DATE OF LAST REVISION: May 24, 2007**

**CONTRACT END DATE: June 30, 2010**

**CONTRACT PERIOD THROUGH ~~JUNE 30, 2007~~ JUNE 30, 2010**

TO:            All Departments

FROM:         Department of Materials Management

SUBJECT:      Contract for **DIGITAL COPY MACHINE (NIGP CODE 60042)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 02, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

AS/mm  
Attach

Copy to:        Clerk of the Board  
                  Tom Campbell, Reprographics  
                  **Mirheta Muslic**, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **DIGITAL COPY MACHINE**  
**(NIGP CODE 60042)**

**1.0 INTENT:**

The intent of this Invitation for Solicitation is to establish a contract for the purchase of one or more high-speed digital copiers with copy press technology, maintenance and supplies. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

**2.0 TECHNICAL SPECIFICATIONS:**

- 2.1 High-speed digital copier with copy press technology or equal.
- 2.1.1 Output of 85 to 100 copies per minute
  - 2.1.2 Capable of producing 350,000 units/copies per month
  - 2.1.3 Useful life of 30,000,000 or more units/copies
  - ~~2.1.4 Power requirement of 110 volts~~
  - 2.1.5 Must be new, NO used or re-manufactured equipment
  - 2.1.6 Must be network ready, without purchase of additional hardware or software
  - 2.1.7 Must have drivers installed that will interface with MS Windows 2000
  - 2.1.8 Automatic stapling capabilities up to 80 50 sheets or more.
  - 2.1.9 Ability to feed up 110 lb paper
  - 2.1.10 Paper sizes of:
    - 2.1.10.1 8 ½" x 11"
    - 2.1.10.2 11" x 14"
    - 2.1.10.3 11" x 17"
  - 2.1.11 Capability to feed 11" x 17" paper from all four (4) drawers
  - 2.1.12 Ability to run NCR Xerographic paper with no run length limitations
  - 2.1.13 Ability to duplex to include NCR Xerographic paper
  - 2.1.14 Ability to feed from all four (4) drawers on one set-up
  - 2.1.15 Footprint no larger than 10' x 3'
  - 2.1.16 Maintenance
    - 2.1.16.1 To perform routine preventive maintenance service by making such adjustments, repairs, and replacement or recommend the replacement of such parts as may be required to keep the equipment up to manufacturer's specifications. Contractor's obligation, hereunder, shall relate to equipment adjustments and repairs necessitated by normal wear and tear during normal use for the period of time for which the contract charge has been made herein.
    - 2.1.16.2 To perform equipment repairs as necessary between preventive inspections at no additional charge subject to terms and conditions.
  - 2.1.17 Current certificates of training of maintenance personnel, from the manufacturer stating that tech has been trained by the manufacturer

2.2 Additional supplies:

2.2.1 F-11 Toner, two bottles per case

2.2.2 S-3 Staples, three cartridges per carton

2.3 TRAINING:

The successful Contractor shall provide a minimum of four hours to completely train County personnel in the use and care of the equipment.

Comment [pm1]: DETERMINED BY BUYER

2.4 TAX:

**NO TAX SHALL BE LEVIED AGAINST LABOR.** Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.5 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within thirty (30) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.6 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.7 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number;
- (5) Pricing per unit.

2.8 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.9 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.10 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have fourteen (14) days after completion of installation to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.11 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at **no additional charge** to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.12 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.12.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.12.2 Documentation that names the replacement product or model.
- 2.12.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.12.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.12.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.13 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.14 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor should have a factory authorized service station capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.15 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.16 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.17 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

2.18 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.18.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.18.2 Pricing pages, MANDATORY (Attachment A)
- 2.18.3 Literature, Technical and Descriptive, MANDATORY
- 2.18.4 Vendor Information, MANDATORY (Attachment D)
- 2.18.5 Agreement page, MANDATORY (Attachment B)
- 2.18.6 References (Attachment C)

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**Comment [pm2]:** LENGTH OF CONTRACT DETERMINED BY BUYER

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**Comment [pm3]:** DETERMINED BY BUYER

3.3 ESCALATION:

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS MUST BE SUBMITTED thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

## 3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

## 3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of COUNTY.

3.7.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of COUNTY, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.7.3.1 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.7.3.2 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.7.4 Certificates of Insurance.

3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.7.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:  
ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504  
(astupka@mail.maricopa.gov )

Technical telephone inquiries shall be addressed to:  
TOM CAMPBELL, REPROGRAPHICS MANAGER, 602-506-3240

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled). Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

**HUGHES-CALIHAN CORPORATION, 4730 N 16<sup>TH</sup> STREET, PHOENIX, AZ 85016**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES  NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	CASE PRICE
2.1 HIGH-SPEED DIGITAL COPIER AS SPECIFIED IN 2.1	1		
<del>B0604818 / DIGITAL COPY MACHINE</del>		<u>\$62,610.00</u>	<u>\$62,610.00</u>

OCE VARIO PRINT 2090: INCLUDES FIRST YEAR SERVICE @ 350,000 PER MONTH. EXCESS COPIES AT \$0.0048 PER COPY

MAINTENANCE COST:

2nd year \$20,160.00 @ 350,000 PER MONTH  
EXCESS COPIES AT \$0.0048 PER COPY

3rd year \$20,160.00 @ 350,000 PER MONTH  
EXCESS COPIES AT \$0.0048 PER COPY

OPTIONAL MAINTENANCE YEAR:

4th year \$20,160.00 @ 350,000 PER MONTH  
EXCESS COPIES AT \$0.0048 PER COPY

5th year \$20,160.00 @ 350,000 PER MONTH  
EXCESS COPIES AT \$0.0048 PER COPY

6th year \$22,176.00 (ESCALATION 10%)  
@ 350,000 PER MONTH  
EXCESS COPIES AT \$0.0048 PER COPY

\* SERVICE INCLUDES ALL PARTS AND LABOR

**HUGHES-CALIHAN CORPORATION, 4730 N 16<sup>TH</sup> STREET, PHOENIX, AZ 85016**

ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	CASE PRICE
2.2 SUPPLIES: <del>B0700057 / COPIER SUPPLIES OEM BRAND</del>			
Toner	6 cases	<u>\$80.00 / 2 BOTTLES PER</u>	<u>\$480.00 / 6 CASES</u>
Staples	2 cartons	<u>\$105.00 / 3 CARTRIDGES PER</u>	<u>\$210.00 / 2 CARTONS</u>

ADDITIONAL PRICING:

Vendors are requested to include a price list/catalog of additional related supply items available and indicate discount schedule

Catalog/Price list reference (define): NOT APPLICABLE

Discount Schedule (define): STAPLES: QUANTITIES OF 25 CARTONS OR GREATER AT \$87.00 PER CARTON  
3 CARTRIDGES PER CARTON / 5000 STAPLES PER CARTRIDGE

Delivery Terms for Additional Pricing (define): ORDERS OF \$200.00 OR GREATER, WILL HAVE NO DELIVERY CHARGE.

ORDERS UNDER \$200.00 WILL HAVE A \$10.00 DELIVERY CHARGE.

**NIGP CODE 6004201, 6004202, 6007001, 6007002**

Terms: 1% 10 DAYS, NET 30

Vendor Number: **W000000446 X**

Telephone Number: 602-264-9631

Fax Number: 602-234-2406

Contact Person: JAY DOUGLAS

E-mail Address: [jdouglas@hughes-calihan.com](mailto:jdouglas@hughes-calihan.com)

Company Web Site: [www.hughes-calihan.com](http://www.hughes-calihan.com)

Contract Period: To cover the period ending **June 30, 2007 2010.**