

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL #05-03

PROPOSAL DESCRIPTION: Rental Copier

ISSUE DATE: September 6, 2004

PROPOSAL OPENING DATE: Wednesday, September 29, 2004

PROPOSAL OPENING TIME: 10:30 a.m. CST

PROPOSAL RESPONSES MUST BE RECEIVED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE OPENED AND READ ALOUD AT THAT TIME. LATE PROPOSALS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE CONTRACTORS/PROPOSERS:

You are hereby invited to submit your proposal to provide a Rental Copier to be furnished and delivered, shipped f.o.b. to the address specified herein. This request for proposals is limited to rental quotations only. At its sole discretion, the Authority will reject proposals for leases or outright purchases.

All proposals must be received in **DUPLICATE** in sealed envelopes.

All proposals are subject to staff analysis and Board approval. The Greater Rockford Airport Authority (Authority) reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered prior to the public proposal opening date and time to:

**Greater Rockford Airport Authority
60 Airport Drive
Rockford, IL 61109-2902**

Direct any and all inquiries about this proposal to Amy M. Ott, Deputy Director of Finance & Administration, at 815-969-4445 or aott@flyrfd.com.

Instructions to Proposers

1.1 Proposal Preparation

Proposals must be submitted, in duplicate, on the blank Proposal Form furnished with these contract documents and shall conform to the terms and conditions set forth in the “Instructions to Proposers,” “General Terms and Conditions” and “Special Terms and Conditions” of the contract. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the proposal.

1.2 Proposal Execution

If the Proposer is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate by-laws or other authorization by the corporation, which permits the person to execute the proposal for the corporation, shall be submitted. If the Proposer is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Deputy Director/Finance & Administration shall be submitted. If the Proposer is a sole proprietor, the owner shall execute the proposal. A “Partnership” or “Sole Proprietor” operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1.

1.3 Proposal Submission

The Greater Rockford Airport Authority must receive all proposals by the specified opening time of the proposal. Proposals arriving after the specified time will not be accepted and will be returned unopened. All proposals shall be submitted in sealed envelopes with the following information explicitly shown (centered both vertically and horizontally on the envelope): name and address of proposer and proposal number. Further, the sealed envelope must be clearly marked “SEALED PROPOSAL.” The Proposer shall be responsible for the delivery of the proposal before the date and hour set forth for the opening of proposals.

1.4 Error in Proposal

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modifications of the proposal after it has been opened. In case of error in the extension of prices in the proposal, the unit price will prevail.

1.5 Variances and Deviations

Variances and deviations shall be described fully on the Proposal Form. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Contractor shall be held liable. Contractors are cautioned to avoid making variiances and deviations to the specifications, which may result in rejection of their proposal.

1.6 Reserved Rights

Greater Rockford Airport Authority reserves the right at any time and for any reason to cancel this Request for Proposal, accept or reject any or all proposals or any portion thereof, or to accept an alternate proposal. The Authority reserves the right to waive any immaterial defects or irregularities in any proposal. The Authority may seek clarification from any Proposer at any time and failure to respond promptly is cause for rejection. The Authority has sixty (60) days to accept the proposal.

1.7 Interpretation or Correction of Proposal Documents

Proposers shall promptly notify the Authority no later than one (1) week before proposal opening of any ambiguity, inconsistency or error, which they may discover upon examination of the proposal documents. Interpretations, corrections and changes will be made by written addendum. Each proposer shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal. Oral explanations will not be binding.

1.8 Incurred Costs

The Authority will not be liable for any costs incurred by Proposers in replying to this Invitation to Bid.

Instructions to Proposers

1.9 No Proposal Response

If your firm declines to proposal on this invitation, but desires to remain on the Authority's Proposers' List for future invitations, please submit in a letter stating why you are declining to proposal.

1.10 Basis of Award

It is the intent of the Authority to award a contract to the lowest responsible proposer meeting specifications. Further, the Authority reserves the right to determine the lowest responsible proposer in any way determined to be in the best interests of the Authority. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

1.11 Pre-Proposal Conference

If a Pre-Proposal Conference is a requirement of this contract, it will be shown on the Title Page.

End of Instructions to Proposers

General Terms and Conditions

2.1 Non-Discrimination

Contractor shall comply with the Illinois Human Rights Act, 775, ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

During the performance of this Contract, the Contractor agrees that it shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or sexual orientation. Upon request of the Authority, the Contractor also agrees to submit in writing an affirmative action plan demonstrating compliance with equal employment opportunity laws and policies. Contractor further agrees that this clause will be incorporated by the Contractor in all contracts entered into with suppliers or materials or services, sub-contractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or any other person or organization performing services in connection with this Contract.

2.2 Drug-Free Workplace

The Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580/1, et seq.

2.3 Tax Exemption

The Greater Rockford Airport Authority is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, the Greater Rockford Airport Authority is exempt from state and local taxes. Our exempt number is E9992-3521-04

2.4 Warranties

Contractor warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Contractor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Authority may return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance shall not relieve the Contractor of its responsibility.

The Contractor further agrees, upon written notice from the Authority, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Authority, which may be required to make good all defects in design and material under its intended use, for a period of one (1) year, with the one (1) year period commencing on the date of acceptance by the Authority. The Contractor shall receive no compensation for cost in replacement of goods or workmanship.

2.5 Indemnification

Contractor agrees to indemnify, save harmless and defend the Greater Rockford Airport Authority, its agents, servants, Commissioners, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Greater Rockford Airport Authority, its agents, servants, Commissioners, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provision of this paragraph shall not be waived.

General Terms and Conditions

2.6 Termination and Default

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Authority reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Contractor with any or all losses incurred. The Authority shall be entitled to recover its attorney's fees and expenses in any successful action by the Authority to enforce this contract.

2.7 Royalties and Patents

Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Authority harmless from loss on account thereof.

2.8 Regulatory Compliance

Contractor represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Contractor shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

Pursuant to Illinois Municipal Code 65 ILCS 5/11-42.1-1, by signing this proposal the Contractor certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue.

The Contractor certifies that they are not barred from bidding on this contract as a result of engaging in or being convicted of: (a) bid-rigging in violation of Section 3; or (b) bid-rotating in violation of Section 4, of the Illinois Criminal Code of 1961, as amended [720 ILCS 5/33E-3 and 4].

2.9 Discounts

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

2.10 Inspections

The Authority shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Authority. Any items rejected shall be removed from the premises of the Authority and/or replaced at the entire expense of the Contractor.

2.11 References

To allow the Authority to evaluate the experience of the Contractor, as it relates to this purchase, the Contractor must submit a minimum of three (3) references of organizations that have purchased similar items. Failure to include references may result in proposal disqualification. References must be submitted on the Proposal Form.

2.12 Law Governing

This contract shall be governed by and construed according to the laws of the State of Illinois.

End of General Terms and Conditions

Special Terms and Conditions

3.1 Pricing

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

3.2 Contract Period

The successful respondent shall provide a Rental Copier for the Authority's Administration building for a 24-month period, beginning on November 1, 2004 and continuing through October 31, 2006. By mutual written agreement, the Authority and the successful respondent may extend the Rental Copier contract beyond October 31, 2006, under terms to which they may mutually agree, in writing. However, neither party shall be required to extend said contract after October 31, 2006. Respondents may submit alternative quotations for a 36-month rental.

3.3 Minimum Requirements

CATEGORY	MINIMUM REQUIREMENTS
Machine Dimensions	No greater than 108" wide; no greater than 36" deep; no greater than 48" high, inclusive of all accessories and devices.
Anticipated Average Monthly Copy Volume	20,000
Minimum Operating Speed	60 cpm
Originals	Book/Sheet
First Copy Speed	4 seconds maximum
Original Size	up to 11 x 17
Warm-up Speed	10 minutes maximum
Range of Copy Size	5.5 x 8.5 to 11 x 17
Paper Sources	4: Letter, Letter reduction, Legal, Ledger
Paper Tray Capacity	Minimum 4 trays including: One (1) standard on-line type, no less than 1500 sheet capacity; Two (2) standard cassette type, no less than 250 sheet capacity per cassette; One (1) bypass tray, no less than 50 sheet capacity
Paper Tray Adjustment	All trays including bypass fully adjustable to accommodate letter through ledger size
Bypass	50 sheet minimum required
Auto Tray Switching	Required; not with empty trays switching
Reduction/Enlargement	Zoom, 50% to 200%; increments of one
Document Feeder	Automatic, RADF, 50 sheet minimum
Automatic Duplexing	1:2, 2:2, 2:1
Duplex Capacity	50 sheets
Sorter/Stapler	20 bin, minimum
Sorter Bin Capacity	50 sheets/bin, minimum
Auto Stacker	Required
Electrical Requirements	110-220V, 10-20A
Copy Paper Weight	16-90#
Job Interrupt	Electronic Memory, push button activated
Copy Media	Paper, Overhead Transparencies not requiring sensing strip, Peel Off Label Sheets
Paper Selection	Automatic, with Manual Override
Stapler	Maximum 50 Sheets, with manual operation option
Hole Punch	Maximum 50 Sheets, with manual operation option
Optional Color	
Network Accessible	w/Scanner & Printing Capabilities
Optional Other	

Special Terms and Conditions

3.4 Quality and Requirements of Service

Vendor shall provide timely and regularly scheduled preventive maintenance services as recommended by the manufacturer.

Vendor agrees that a trained technician will respond in person to service calls within three (3) business hours. If the call is placed after 1:30 p.m., the service technician shall be on site the next business morning at 8:00 a.m. Such service will be at no additional charge to the Authority.

If the copier cannot be repaired within two (2) business days, the vendor must provide a loaner copier at no charge to the Authority. The loaner copier must have features similar to the copier being replaced.

All consumable supplies and parts, except paper, shall be delivered at no additional cost within two (2) business days of order.

3.5 Delivery, Installation, Moving and Removal

The successful respondent shall be solely responsible to deliver and install the Rental Copier and all appurtenant equipment on November 1, 2004, and likewise to remove the Rental Copier and all appurtenant equipment on the contract expiration date. Installation and removal will be free of charge to the Authority. The Authority may choose to move the copier to a new location during the contract term within the same building and level. The successful respondent will be responsible for relocating the copier to the new location at no charge to the Authority.

3.6 Equipment Performance

The copier and features supplied by the successful respondent will be expected to perform their intended functions, operate satisfactorily, and produce copies of acceptable quality for a minimum of 90% of the available work time.

Any copier or feature that does not meet the 90% measurement for any thirty (30) consecutive days (weekends included) during the contract period will be replaced with another copier of like capabilities which meets the approval of the Authority. Such replacement will be made within three (3) working days from the date of notification to Contractor and at no cost to the Authority.

3.7 Demonstrations

Vendor agrees to provide a demonstration copier for examination by evaluation team, if requested during the evaluation process. Vendors will be notified if a demonstration copier is required to be viewed.

3.8 Copier History

Based on historical usage patterns, the Authority expects to generate approximately 7,400 to 8,000 copies per month from the proposed Rental Copier. However, usage might vary considerably from month to month. Respondents are warned that the Authority makes absolutely no warranty as to the accuracy of this estimate. The Authority's actual copy volume may vary greatly from this estimate.

3.9 Insurance

The successful respondent shall, for the duration of the contract, maintain General Liability, Auto Liability, and Worker's Compensation Insurance. All policies except the Worker's Compensation Insurance shall name the Greater Rockford Airport Authority as an additional insured. The General Liability policy shall include products/completed operations and a broad-form Comprehensive General Liability endorsement. Minimum limits of liability shall be:

Auto	- \$1,000,000 per occurrence/\$2,000,000 aggregate*
General Liability	- \$1,000,000 Combined Single Limit; per occurrence*
Worker's Compensation	- Statutory
Deductible shall be no higher than \$1,000.	

No more than 10 calendar-days subsequent to the Authority's issuance of an award letter, the successful respondent shall provide documentation to prove that he has obtained all required insurance and bonds. The Authority shall be the sole judge as to the acceptability of any such proof.

Special Terms and Conditions

If the Authority determines that the successful respondent's insurance or documentation does not conform to these specifications, the Authority shall inform said respondent of the non-conformity. If said respondent fails to provide conforming insurance or documentation within five calendar-days of the Authority's notice, he shall be in default.

3.10 Training and Manuals

The vendor must provide at least one training session at the site of installation and shall provide at least one set of all standard operators' manuals upon delivery of copier, all at no charge to the Authority.

3.11 Digital Copiers

The Authority may consider replacing the copier, on a trial basis, with digital technology. Therefore, respondents are requested to quote alternate offers. Respondents will include any connectivity costs associated with the networking of these copiers to Authority PC systems.

The Authority's current PC network to which these copiers will be connected is comprised of the following:

- Pentium IV PC's
- Windows 98, Windows XP, Windows 2000
- 100 Megabit Ethernet
- CAT 5 twisted pair cable
- TCP/IP network protocols
- Microsoft Windows Server 2003
- Microsoft Office Professional

In addition to copier/printer capability, copier must have scanner capability, print job reserve capability, access port right on the copier for instant upgrades in software and applications and be Energy Star Compliant. The copier must meet all other requirements as noted in Section 3.3.

3.12 Selection Criteria

The low responsive respondent shall be that respondent, if any, who proposes all of the following:

1. to provide the Authority with a copier that conforms to all the specifications and requirements included in this Request for Proposals,
2. a monthly copier rental charge and, if applicable, a per-copy charge that yields the lowest total monthly cost for 8,000 copies.

At its sole option, the Authority may award a two-year (24 month) Copier Rental contract to the low responsive respondent. The Authority intends to notify the successful respondent, if any, in writing, by September 24, 2004.

3.13 Invoicing and Payment

The goal of the Authority is to pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods have been delivered and/or services have been performed, approved and accepted by the Greater Rockford Airport Authority. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

End of Special Terms and Conditions

Proposal Form

Full Name of Proposer: _____

Business Address: _____

City, State, Zip: _____

Telephone Number: _____ FAX: _____

Email: _____

Contract Person: _____

FEIN: _____

The undersigned, being duly sworn, certifies that he/she is:

- The Owner/
Sole Proprietor
- a Member of the
Partnership
- an Officer of the
Corporation
- a Member of the
Joint Venture

Further, the Contractor declares that the only person or parties interested in this proposal as principals are those named herein.

Further, the undersigned hereby certifies that they have read and understand the contents of this proposal and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, warranties and attachments, including Addenda No. _____ and _____ issued thereto, except only to the extent that the Contractor has taken express written exception in this proposal, hereto. Failure to have read all the provisions of this proposal shall not be cause to alter any resulting contract or request additional compensations.

Further, by signing this proposal document, the proposer hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Further, by signing this proposal document, the Contractor hereby certifies that pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42-1, the Contractor is not delinquent in the payment of any tax administered by the Department of Revenue.

Our State of Illinois Certification Number under the Fair Employment Practices Law is _____.

- (check if applicable) We do not have a State Pre-Qualification Statement. In lieu thereof, we will make an application at 312.814.2432 within thirty (30) days from the date of this proposal opening.

Further, the Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580.1 et seq.

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

Date: _____

Proposal Form

Name of Proposer: _____

The respondent will enter a **base monthly rental rate** per copier based on a minimum number of copies per month, plus a per-copy cost for copies in excess of the monthly minimum rate. Said rates will be firm for the two (2) year contract term. Be sure to complete the cost proposal carefully and completely for the prices shown here will be firm for the entire contract period. Respondent shall complete a Proposal Form for each copier he proposes.

CATEGORY	MINIMUM REQUIREMENTS	COMPLY	EXCEPTIONS
Machine Dimensions	No greater than 108" wide; no greater than 36" deep; no greater than 48" high, inclusive of all accessories and devices.		
Anticipated Avg Mo Copy Volume	20,000		
Minimum Operating Speed	60 cpm		
Originals	Book/Sheet		
Warm-up Speed	10 minutes maximum		
First Copy Speed	4 seconds maximum		
Original Size	up to 11 x 17		
Range of Copy Size	5.5 x 8.5 to 11 x 17		
Paper Sources	4: Letter, Letter reduction, Legal, Ledger		
Paper Tray Capacity	Min. 4 trays including: One (1) standard on-line type, no less than 1500 sheet capacity; Two (2) standard cassette type, no less than 250 sheet capacity per cassette; One (1) bypass tray, no less than 50 sheet capacity		
Paper Tray Adjustment	All trays including bypass fully adjustable to accommodate letter through ledger size		
Bypass	50 sheet minimum required		
Auto Tray Switching	Required; not with empty trays switching		
Reduction/Enlargement	Zoom, 50% to 200%; increments of one		
Document Feeder	Automatic, RADF, 50 sheet minimum		
Automatic Duplexing	1:2, 2:2, 2:1		
Duplex Capacity	50 sheets		
Sorter/Stapler	20 bin, minimum		
Sorter Bin Capacity	50 sheets/bin, minimum		
Auto Stacker	Required		
Electrical Requirements	110-220V, 10-20A		
Copy Paper Weight	16-90#		
Job Interrupt	Electronic Memory, push button activated		
Copy Media	Paper, Overhead Transparencies not requiring sensing strip, peel off label sheets		
Paper Selection	Automatic, with Manual Override		
Stapler	Maximum 50 Sheets, with manual operation option		
Hole Punch	Maximum 50 Sheets, with manual operation option		
Optional Color			
Network Accessible	w/Scanner & Printing Capabilities		
Optional Other			
Make/Model of Machine Proposed		Vendor	
Monthly Rental Charge			
Per Copy Charge			
Per Copy Charge Over Anticipated Volume			

Variances and Deviations

Variance 1: _____

Variance 2: _____

Variance 3: _____

Variance 4: _____

References

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____