**UNAVCO, INC.**

**INVITATION FOR BID/IFB**

*(THIS IS NOT AN ORDER)*

---

**IFB Number:**

**B042911**

**IFB Title:**

**DRY GOOD- COLOR COPIER**

**IFB Due Date and Time:**

May 9th, 2011

5:00 p.m./Mountain Time

**Number of Pages:** 08

---

**ISSUING AGENCY INFORMATION**

Procurement Agent:

Tim Reeme

Issue Date:

May 2nd, 2011

UNAVCO, Inc.
Office of Procurement Services
6350 Nautilus Drive
Boulder, CO 80301

Phone: (303) 381-7500
Fax: (303) 381-7501

Website: [http://www.unavco.org/](http://www.unavco.org/)

---

**INSTRUCTIONS TO BIDDERS**

**COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."**

**BIDDERS MUST COMPLETE THE FOLLOWING**

**Payment Terms:** Net 30 days

**Bidder Name/Address:**

Authorized Bidder Signatory:

*(Please print name and sign in ink)*

**Bidder Phone Number:**

**Bidder FAX Number:**

**Bidder E-mail Address:**

**Bidder Web Address:**

**A signed W-9 must be submitted before award will be made.**

---

**IMPORTANT: SEE UNAVCO STANDARD TERMS AND CONDITIONS**

[http://www.unavco.org/contact-us/procurement/T1-FFPSUPPLY.pdf](http://www.unavco.org/contact-us/procurement/T1-FFPSUPPLY.pdf)
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Introduction</td>
<td>3</td>
</tr>
<tr>
<td>1.1</td>
<td>Instructions to Bidders</td>
<td>3</td>
</tr>
<tr>
<td>1.2</td>
<td>Bid Submission</td>
<td>3</td>
</tr>
<tr>
<td>1.3</td>
<td>Change or Withdrawal of Bids</td>
<td>4</td>
</tr>
<tr>
<td>1.4</td>
<td>Bid Awards</td>
<td>4</td>
</tr>
<tr>
<td>1.5</td>
<td>Single Point of Contact</td>
<td>4</td>
</tr>
<tr>
<td>2.0</td>
<td>Delivery Requirements</td>
<td>5</td>
</tr>
<tr>
<td>3.0</td>
<td>Vendor Qualifications</td>
<td>5</td>
</tr>
<tr>
<td>3.1</td>
<td>Equivalent Products</td>
<td>6</td>
</tr>
<tr>
<td>3.2</td>
<td>Prices</td>
<td>6</td>
</tr>
<tr>
<td>3.3</td>
<td>All-or-None Award</td>
<td>6</td>
</tr>
<tr>
<td>3.4</td>
<td>Background Statement</td>
<td>7</td>
</tr>
<tr>
<td>3.5</td>
<td>Specifications</td>
<td>7</td>
</tr>
<tr>
<td>3.6</td>
<td>Pricing Schedule</td>
<td>7</td>
</tr>
<tr>
<td>4.0</td>
<td>Special Terms and Conditions</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

UNAVCO, Inc. (hereinafter referred to as "UNAVCO") is soliciting bids for a color copier. A more complete description of the supplies sought is provided in Section 3 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 INSTRUCTIONS TO BIDDERS

1.1.1 Procurement Agent Contact Information. Contact information for the procurement Agent is as follows:

Procurement Agent: Tim Reeme
UNAVCO, Inc.
Address: 6350 Nautilus Drive
Boulder, CO 80301
Telephone Number: (303) 381-7500
Fax Number: (303) 381-7501
E-mail Address: reeme@unavco.org

1.1.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost of goods or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Agent in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Agent. Replies to such notices may be made in the form of an addendum to the solicitation.

1.1.3 Interpretation or Representations. UNAVCO assumes no responsibility for any interpretation or representations made by any of its agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.1.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder’s responsibility to keep informed of any changes to the solicitation. Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued. Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.1.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.1.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. UNAVCO is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.2 BID SUBMISSION

1.2.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB #B042911. Bids must be received at the receptionist’s desk of UNAVCO Procurement Office prior to 5 p.m., local time on the Due Date specified on the coversheet. All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.2.2 Late Bids. Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the bidder’s sole risk to assure delivery at the receptionist’s desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.2.3 Bidder’s Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder’s signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude UNAVCO from obtaining the best possible supply or service.
Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.3 CHANGE OR WITHDRAWAL OF BIDS

1.3.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Agent listed in Section 1.1.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the Procurement Agent (e-mail notices containing prices are not allowed and will be disqualified).

1.3.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations. The bidder shall submit verification of the correct bid to UNAVCO prior to the final award by UNAVCO.

1.4 BID AWARDS

1.4.1 Basis for Award. The Bid award, if made, will be to the responsive and responsible bidder(s) who offer(s) the lowest cost to UNAVCO in accordance with the specifications set forth in the invitation for bid.

1.4.2 Multiple Awards. UNAVCO reserves the right to make multi contract awards for all items, by product category, and by item within the product category, by geographical area, or by any combination of the aforementioned

1.4.3 Disqualification. The Bid of a vendor who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will be rejected.

1.4.4 Rejection of Bids. While UNAVCO has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by UNAVCO to award and execute a contract. Upon a determination such actions would be in its best interest, UNAVCO, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB;
- Reject any/all/late Bids or portions thereof; or
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid; or
- If awarded, terminate any contract if UNAVCO determines adequate state funds are not available.

1.4.5 Contract Inception. A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract.

1.5 SINGLE POINT OF CONTACT

From the date this Invitation For Bid (IFB) is issued until a Vendor is selected and the selection is announced by the procurement officer, Vendors are not allowed to communicate with any UNAVCO staff or officials regarding this procurement, except at the direction of Tim Reeme, the Procurement Agent in charge of the solicitation. Any unauthorized contact may disqualify the Vendor from further consideration.

Contact information for the single point of contact is as follows:

Procurement Agent: Tim Reeme
UNAVCO, Inc.
Address: 6350 Nautilus Drive
Boulder, CO 80301
Telephone Number: (303) 381-7500
Fax Number: (303) 381-7501
E-mail Address: reeme@unavco.org
SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder’s quotation for any or all items.

2.0.2 Requested Delivery Date. The Contractor shall deliver all items described in this bid as soon as possible after receipt of purchase order from UNAVCO.

2.0.3 Shipping. Weekends and holidays excepted, deliveries shall be F.O.B. DESTINATION, to the location shown below. The term “F.O.B. destination, within the UNAVCO’s premises,” as used in this clause, means free of expense to UNAVCO and delivered to the location specified.

The Contractor shall:
- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by UNAVCO at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

2.0.4 Fuel Surcharge. A surcharge may be allowed, with written UNAVCO Purchasing Agent approval, when fuel prices exceed 10% of the cost of fuel at the inception of the contract. Contractor must submit fuel prices per gallon effective on a date ten calendar days prior to the bid opening.

Contractor’s unit (per mile) pricing should include an allowance for a +/- 10% variance in fuel costs. A surcharge may be requested for those fuel costs in excess of the 10% variance. In their request, Contractor must indicate new fuel price, new cost per mile and the calculations for obtaining the price (for example: correlation between miles per gallon for equipment used and new cost per gallon for fuel).

Accordingly, Contractors must offer a reduced rate to UNAVCO when fuel prices decrease below the 10% variance.

2.0.5 Delivery Location.

UNAVCO, Inc. – Eric Schaub
Shipping/Receiving Manager
6350 Nautilus Drive
Boulder, CO 80301

SECTION 3: SPECIFICATIONS AND PRICING SCHEDULE

3.0 VENDOR QUALIFICATIONS

1. Bidder shall be regularly and continuously engaged in the business of providing products and services specific to the items bid for at least two (2) years.
2. Bidder shall fill out the UNAVCO Vendor Certifications and representations form.
4. Bidder shall send us their Small Disadvantaged Business Certification (SDB).
5. Bidder's name shall not be posted on the Federal Debarred Vendors list. The Excluded Parties List System (ELPS), is the electronic version of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (Lists), which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. UNAVCO does NOT purchase from debarred vendors.
6. Bidder shall possess all permits, and licenses necessary to supply product and perform services as specified under this IFB.
3.1 EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to UNAVCO. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

3.2 PRICES

3.2.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to UNAVCO unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified UNAVCO location(s).

3.2.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

3.2.3 Price Adjustment. The Procurement Agent will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of bid and can be shown to directly affect the price of the item concerned. Requests for increases shall include documentary evidence of seller’s cost as of the date his bid was submitted and documentary evidence of his new cost and effective date of the requested increase.

Documentary evidence includes, but is not limited to: 1) copies of manufacturer’s old price lists or evidence of prices on which bid prices were based and copies of current price lists or base prices showing increase: or 2) copies of actual invoices. Such increases in cost to Seller by his supplier must be representative of the manufacturer’s general price increase to entire industry. The Procurement Agent will determine, through competitive market review, trade publications, independent price indexes, and/or other means, whether the requested price increase, or an alternative option, is in the best interest of UNAVCO. The vendor shall likewise offer any published price reduction to UNAVCO concurrent with its announcement to other customers. All price adjustments will be effective following approval or acceptance by the Procurement Agent. Price increases may only be requested every 365 days. Prices will remain firm for each 365 day period. Requests must be received a minimum of two weeks before the expiration of each 365 day period to become effective during the next period.

3.3 ITEM-BY-ITEM AWARD

Awards will be made on an Item-by-item basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter “No Cost” in the unit price and extended amount columns to indicate that the item is being offered at “No Cost.” If a bidder is not bidding an item, the bidder should so indicate by entering “No Bid” in the unit price column and the extended price column.

BIDDER MUST RESPOND TO EACH REQUIREMENT. IF BIDDER IS PROPOSING PRODUCTS/SERVICES THAT MEET THE REQUIREMENT THEN BIDDER MUST ACKNOWLEDGE THAT IT UNDERSTANDS AND WILL COMPLY WITH EACH REQUIREMENT BY INITIALING THE LINE TO THE LEFT OF EACH REQUIREMENT. IF BIDDER CANNOT MEET ANY PARTICULAR REQUIREMENT, PLEASE PROVIDE DETAIL EXCEPTIONS NEXT TO THAT REQUIREMENT. BIDDERS THAT CANNOT MEET ALL REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD. THIS INFORMATION MAY BE CONSIDERED FOR WRITING FUTURE BIDS’ SPECIFICATIONS.

3.4 BACKGROUND

UNAVCO is looking to supplement their office with a new color copier as specified in “Section 3.6: Pricing Schedule” of this Invitation for Bid.
3.5 SPECIFICATIONS

A. Guarantee Product – The Vendor guarantees that the product shipped will be the same product as the sample that was sent with the bid.

B. Quality of Product – Firsts only, Seconds are NOT acceptable.

C. Equivalent Brands – Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to UNAVCO. Bidders’ documentation which does not meet this criterion may be disqualified from further consideration.

D. Packaging – No soft packaging; product must be in sealed hard packaging such as cardboard boxes, wooden crates, etc.

3.6 PRICING SCHEDULE

Please complete the unit price, the extended price, and total below:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>✓ Copier needs to model the existing unit that Unavco is using (Toshiba eStudio3500C).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Copier should have a similar layout/footprint as the space for the unit is quite small.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ If the electrical need is different than the existing set up, additional time may be required for new electrical outlets.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Average color copies/month are 4038</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Average B/W copies/month are 1013</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Toner costs must be included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Onsite training must be included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Three year lease agreement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Detailed schedule of periodic maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Lead time and Delivery schedule</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✓ Green certifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $
SECTION 4: SPECIAL TERMS AND CONDITIONS

By submitting a response to this Invitation For Bid (IFB) the vendor agrees to acceptance of the following Special Terms and Conditions and any other provisions that are specific to this solicitation.

NOTICE TO BIDDERS: All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications, and UNAVCO Terms and Conditions. UNAVCO objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder’s response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of UNAVCO.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of UNAVCO. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor’s expense.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by UNAVCO Procurement Agent prior to the time set for receipt. Bids or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the procurement agent.

FAILURE TO HONOR BID/PROPOSAL: If a bidder to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, UNAVCO may, in its discretion, suspend the bidder for a period of time from entering into any contracts with UNAVCO.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

TAX EXEMPTION: UNAVCO is exempt from Federal Excise Taxes.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by UNAVCO. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

IRS W-9: In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with UNAVCO Procurement Office.

PURCHASING CARD: UNAVCO has a Purchasing Card Program in place that gives employees the ability to charge purchases made from these contracts. UNAVCO prefers this method of payment.

CONTRACT TERMINATION

Termination for Cause. UNAVCO may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform this contract.

Reduction of Funding. UNAVCO must terminate this contract if funds are not appropriated or otherwise made available to support UNAVCO’s continuation of performance of this contract in a subsequent fiscal period.