



**INVITATION TO BID NO. 07-600-052  
Wise County, Texas**

**BID TITLE:** *Color Copier Lease Maintenance Contract*

**SEALED BIDS WILL BE RECEIVED UNTIL:** *10:00 a.m. central time, Thursday, August 23, 2007*

**RETURN BIDS TO:**

*Wise County Asset Control Office  
400 W Walnut, Decatur, or  
P.O. Box 952, Decatur, TX 76234*

*All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.*

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**PLEASE READ CAREFULLY AS SOME OF OUR TERMS AND CONDITIONS  
HAVE CHANGED RECENTLY.**

**SCOPE**

Wise County is now accepting formal sealed bids for a contract for color copier lease maintenance.

This contract will be effective from award through September 30, 2008.

The contract will include 5 additional 1-year extensions to be exercised at the discretion of Commissioners' Court each budget year.

This contract may be canceled with 30 days written notification by either party to the other.

**SPECIFICATIONS**

It is the intent of these specifications to describe color copiers suitable for use in County Offices to be leased from and maintained by the vendor.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish. If bidder takes no exception to specifications or reference data, he will be required to furnish items as specified in the bid.

Lease options will be detailed with length of lease, monthly payment, and services provided.

Types and grades of parts for the affected machines must meet or exceed the specifications of the copier maker. Parts made by copier maker must be used where readily available, while parts made by other manufacturers of at least equal quality may be used only when parts made by the copier maker are not readily available.

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Machines must be adaptable to the needs of separate departments using them.

Following are some of the basic bid specifications for all machines:

1. All machines must be new. Do not bid Rebuilt, Refurbished, or Remanufactured.
2. Automatic Document Feeder
3. Automatic Duplexing Systems
4. Networking Capabilities/Print/Scan
5. No less than two paper trays
6. Stand must be included if not console or built-in

Categories or sizes:

1. 20-30 copies per minute color or black and white up to 5,000-10,000 copies per month.
2. 30-40 copies per minute color or black and white up to 10,000-20,000 copies per month.

Options:

1. Finisher, Stapler, Paper Punch
2. Fax
3. Large Paper Deck 2,500-3,000 sheets
4. Booklet folder: 8 1/2x11, 11x17, 8 1/2x14

Maintenance Agreement:

1. All parts and supplies including toner and labor.
2. Number of copies per month.
3. Overage per copy.

The contract should include, as part of its base amount, emergency service calls during normal vendor business hours, preventative maintenance (PM) service calls during normal vendor business hours, labor, parts replacement, and travel expense.

Contracts must have an option to terminate the lease at the end of each 12 month period.

Parts replacement should occur for electrical components and machine parts when required, except for batteries and supplies.

Periodic cleanings, lubrications, and inspections must also be included as a part of the base contract amount.

The cost must be computed on a per-copy basis.

For the lease option, the billing will be monthly.

**ESTIMATED QUANTITIES**

Wise County will in no way be bound to purchase any predetermined amounts under this contract. All purchases will be based on the county's actual needs.

Any department whose copier contract expires will have the option of renewing with the current copier supplier or choosing a copier based on this bid award.

**GENERAL CONTRACT TERMS AND CONDITIONS**

The contract price for this service must include all ancillary costs associated with the service.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

All invoices will be paid on a net 30 basis. No late fees or interest charges are to be assessed against the county.

Invoices must show the address and department where the service was required and the bid number. Each department/precinct must be invoiced separately.

Invoices must be sent to:

Wise County Auditor's Office  
P.O. Box 899  
Decatur, TX 76234  
940-627-5744

Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the next calendar year.

The bidder must provide unit prices and if a conflict between the unit price and total price exist, the unit price shall govern. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of installation, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified.

**Faxed or emailed bids will not be accepted.**

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By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms.

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE BID PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

Wise County Clerk  
P.O. Box 359  
200 N Trinity  
Decatur, TX 76234  
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Affidavit

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

Wise County reserves the right to waive any minor technicalities.

**ADDITIONAL NOTICE TO BIDDERS**

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY BID SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY.

**APPLICABLE DATES AND TIMES**

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, August 23, 2007.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the above mentioned time will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check. The only exception that will be allowed will be if only one bid is received. In that instance, the Commissioners' Court may choose to waive the timeliness requirement since no other bidders will be affected.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, August 23, 2007.

Bids will be considered for award in Wise County Commissioners' Court located on the 3<sup>rd</sup> floor of the Wise County Courthouse in Decatur, Texas Monday, August 27, 2007, beginning at 9:00 a.m. central time. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

For questions regarding this bid, please contact the Asset Control Office at 940-627-3312.

**Color Copier Lease Maintenance**  
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**TITLE**

The bid must be submitted in a sealed envelope with the following written on the outside lower left-hand corner of the envelope

**“COLOR COPIER LEASE MAINTENANCE, BID NO. 07-600-052 ”**

The bid envelope must also have the bidder's complete return address in the upper left-hand corner of the outside of the envelope.

**WISE COUNTY, TEXAS  
 COLOR COPIER LEASE MAINTENANCE  
 BID NO. 07-600-052**

Bidder's Name: Dustin Office Machines  
 Address: 105B East California St.  
 Mailing Address: P.O. Box 1017  
 City/State/Zip: Gainesville, TX 76241-1017  
 Phone Number: ( ) (940) 665-5594 Fax Number: ( ) (940) 665-5601  
 Person to Contact: Johnny Leftwich


**Contract Cost for Color Copiers and Maintenance:**

	<b>Machine Cost Per Month</b>	<b>Copy Cost Per Month</b>	<b>Total Cost Per Month</b>
<b>Categories or sizes:</b>			
20-30 copies per minute	<u>\$158.80</u>	<u>\$215.00</u>	<u>\$373.80</u> + Options
30-40 copies per minute	<u>\$214.00</u>	<u>\$315.00</u>	<u>\$530.00</u> + Options
<b>Options:</b>			
Finisher, Stapler, Paper Punch	<u>\$ 50.50</u>	<u>          </u>	<u>\$50.50</u>
Booklet Folder	<u>\$ 24.00</u>	<u>          </u>	<u>\$24.00</u>
Fax	<u>\$ 17.00</u>	<u>          </u>	<u>\$17.00</u>
Large Paper Deck 2,500-3,000	<u>\$ 19.90</u>	<u>          </u>	<u>\$19.90</u>

Include on a separate paper the options included with the lease option.

Delivery of first color copier need is expected to be mid September. Are you able to provide the chosen copier by this date? YES NO

**Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.**

Signature:   
 Typed Name and Title: Johnny Leftwich, President  
 Date: 8-22-07

# DUSTIN OFFICE MACHINES

**LOCALLY OWNED AND OPERATED**

105 E. California P.O. Box 1017  
Gainesville, TX 76241-1017

Phone 940-665-5594 Fax 940-665-5601 E-Mail dustins@ntin.net  
Quality products and dependable service since 1932.

BID NO. 07-600-052

- 1 – Copystar CS-C2525E Color Copier/Printer/Scanner  
25 Black and White Copies Per Minute/25 Color Copies Per Minute  
With Automatic Document Feeder  
With Large Paper Drawer (3,000 Sheets)  
With Finisher-Stapler-Paper Punch  
With Booklet Finisher  
With Standard Print, Copy and Scan  
With Fax System

**LEASE OPTION:**

60 Month Lease – Fair Market Value

\$270.20 Machine + \$215.00 Maintenance Agreement = \$485.20 Monthly

The Maintenance Agreement is for 10,000 black and white copies per month, \$.0125 per copy over 10,000 copies and 1,000 color copies per month, \$.09 per copy over 1,000 copies. This includes all service, labor, parts and toner (except paper and staples) to keep the machine in proper operating condition.

- 1 – Copystar CS-C4035E Color Copier/Printer/Scanner  
40 Black and White Copies Per Minute/35 Color Copies Per Minute  
With Automatic Document Feeder  
With Large Paper Drawer (3,000 Sheets)  
With Finisher-Stapler-Paper Punch  
With Booklet Finisher  
With Standard Print, Copy and Scan  
With Fax System

**LEASE OPTION:**

60 Month Lease – Fair Market Value

\$325.40 Machine + \$315.00 Maintenance Agreement = \$640.40 Monthly

The Maintenance Agreement is for 20,000 black and white copies per month, \$.01125 per copy over 20,000 copies and 1,000 color copies per month, \$.09 per copy over 1,000 copies. This includes all service, labor, parts and toner (except paper and staples) to keep the machine in proper operating condition.



**Bid: Color Copier Lease Maintenance, 07-600-052**

**STATE OF TEXAS** (

**COUNTY OF WISE** (

**AFFIDAVIT**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Johnny Leftwich known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by Dustin Office Machines hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

**FURTHER AFFIANT SAYETH NAUGHT.**

**Name and Address of Bidder:**

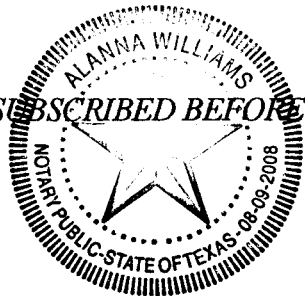
**Bidder:** Dustin Office Machines  
**Signed by:** *Johnny Leftwich*  
**Address:** 105B East California St. - Gainesville, TX 76240  
**Telephone:** (940) 665-5594 **Date:** 8-22-07

*Johnny Leftwich*  
**Affiant**

**Name:** Johnny Leftwich

**Title:** President

SWORN TO AND SUBSCRIBED BEFORE ME THIS 22<sup>nd</sup> day of August, 2007.



*Alanna Williams*  
Notary Public in and for the State of Texas