



REQUEST FOR QUOTE (RFQ) – BID# 7496366

FOLDING MACHINE

SUBMISSION DEADLINE: 9/3/2013 at 1:30 PM (ET)

PRE-BID CONFERENCE: **NO**
 YES _____

Mandatory: **NO**
 YES: Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor’s failure to attend and register at the pre-bid conference shall result in disqualification of the vendor’s bid proposal as non-responsive to the solicitation.

Buyer Name: **David J. Francis**
Title: **Interdepartmental Project Manager**

QUESTIONS concerning this solicitation must be received by the Division of Purchases at (david.francis@purchasing.ri.gov) no later than (8/26/2013 at 10:30 AM (ET)). Questions should be submitted in a *Microsoft Word attachment*. Please reference the bid number (RFQ Bid #7496366) on all correspondence. Questions received, if any, will be posted on the Rhode Island Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: **YES**

BOND REQUIRED: **YES**

DISK BASED BID: **NO**
 YES: See attached Disk Based Bidding Information

NOTE TO VENDORS:
Vendors must register on-line at the Rhode Island Division of Purchases website at www.purchasing.ri.gov. Offers received without the completed four-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Cover Form attached may result in disqualification.

THIS IS NOT A BIDDER CERTIFICATION FORM

BID FORM



**Solicitation Information
August 19, 2013**

RFQ Bid# 7496366

TITLE: Folding Machine

Bid Submission Deadline: September 3, 2013 at 1:30 PM ET

To: State of Rhode Island
Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908

Submitted by: _____

Date: _____

Address: _____

Telephone: _____

Fax: _____

BID FORM

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Administration, Division of Information Technology is soliciting proposals from qualified firms to provide a Folding Machine for mail services provided by the Division of Information Technology, in accordance with the terms of this Request for Quote and the State’s General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at: <http://www.purchasing.ri.gov>

STANDARD FEATURES OR MANUFACTURE’S EQUIVALENT	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE	
	↓ Yes/No	↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
High production heavy-duty automated standalone folder		
Bottom sheet feeder		
Registered table		
Center control panel and liquid crystal display. The computer-control facilitates machine operation All important settings are made at the push of a button by means of a dialogue display.		
Electric paper travel		
Computer controlled folding Motorized fold plates After the type of fold has been entered, the fold plate stops move to the calculated position and the deflectors are engaged automatically. Fold roller setting does not require a special know-how either, because the computer calculates and displays the optimum roller gap on the basis of the measured paper thickness and the chosen type of fold.		
Semi-automatic fold roller setting		
Automatic fold plate setting. Setting up saved jobs must be convenient. In addition to the positioning of fold plate stops, sheet gap, speed, suction duration, shingled delivery and counting functions are also set. The optimum roller gap, including all individual corrections, is also determined by the control and therefore easily reproducible.		
7 standard folds are pre-programmed		
Other folds are freely programmable		
Program memory for 60 repetitive jobs		
Automatic paper thickness measurement		
4 fold plates in each fold unit		
No calculating of stop positions		
No removal of fold plates		

BID FORM

<p align="center">STANDARD FEATURES OR MANUFACTURE’S EQUIVALENT</p>	<p align="center">FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive</p>									
	<p align="center">↓ Yes/No</p>	<p align="center">↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications</p>								
<p>No inserting of deflectors</p>										
<p>Noise absorbing covers and output conveyor.</p>										
<p>Paper size: feeder PBA 38 Max 14 15/16” X 25 9/16”</p>										
<p>Paper weight: 13 lb. bond to 90 lb. cover for single parallel fold</p>										
<p># of Rollers:6 heavy-duty fold rollers</p>										
<p>Fold types: Z, C, Half, Quarter and many more.</p>										
<p>Computer: controls motorized fold plates in job settings, LCD display</p>										
<p>Speed:656 ft./min</p>										
<p>Electrical: 3×208 V/ 60 Hz / PE Current consumption Max 10 A.</p>										
<p>Power consumption: <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">fold unit with feeder</td> <td align="right">900W</td> </tr> <tr> <td>Delivery</td> <td align="right">100 W</td> </tr> <tr> <td>Blower</td> <td align="right">2×1,100 W</td> </tr> <tr> <td>Pump</td> <td align="right">1, 900W</td> </tr> </table> </p>	fold unit with feeder	900W	Delivery	100 W	Blower	2×1,100 W	Pump	1, 900W		
fold unit with feeder	900W									
Delivery	100 W									
Blower	2×1,100 W									
Pump	1, 900W									
<p>Service Support – Vendors must provide a call back within two (2) hours and service within four (4) hours, between the hours of 8 am and 8 pm Monday thru Friday. Vendors should also have optional additional coverage seven (7) days a week, twenty-four (24) hours a day. Vendors must have multiple trained technicians in the area where the system is to be installed who are capable of providing maintenance within the above-mentioned response time.</p> <p>Minimum of 35-hours of on-site service after installation</p>										

BID FORM

STANDARD FEATURES OR MANUFACTURE’S EQUIVALENT	FOR VENDOR USE ONLY TO INDICATE COMPLIANCE YES=Compliance NO=Non-Responsive	
	↓ Yes/No	↓ ↓ ↓ If Responding “Yes” and Exceeds Specifications, Provide Specifications
to get machine set up and proficient in operating and until the Assistant Director IT Operations determines machine operation is acceptable.		
Training: 35-hours of on-site training to get operators proficient in the operation of the machine and until Assistant Director IT Operations determine when operators are deemed proficient.		
Space Requirements - The System must fit in the footprint as it stands in the current Enterprise Mail Operations at 50 Service Ave, Warwick RI. 8’.5” long X 6.5 wide		

Having examined all matters referred to in the bid documents for RFQ# **7496366** and the section entitled Additional Requirements, we the undersigned, hereby offer to enter into a contract to provide and perform the bid equipment/materials and work/Service Support for the following sum.

We offer (Lump Sum Fixed-Fee Price) the BID TOTAL:

_____ (\$ _____.)
 (written) (numerically)

BID FORM SIGNATURE(S)

 (Bidder's name)

Date: _____

Title: _____

Corporate Seal:

BID FORM

Instructions for Bid Submission

Response Contents: Bids must include the following items

- A copy of the **Bid Form** must be returned with the bid and must indicate compliance with aspect of the specifications.
 - For each bid, return a completed **Bid Form** indicating “YES” or “NO” to each of the required specifications in the field provided. No exceptions are allowed. Indicating “YES” means that your product meets with the specification. Indicating “NO” means your product is not in-compliance with the particular specification and is will be deemed “NON-RESPONSIVE”, resulting in your bid not being considered, and dropped from further consideration. If your bid exceeds the specification, please provide the specification in the appropriate field indicated on the form.
- Provide three (3) references of customers with similar systems, which are presently operational, located in the Northeast United States area
- Agency Approvals: UL -FCC System must be UL approved for operator safety. Bidder will submit accreditation certificates showing compliance. Failure to submit certificate will result in bid being rejected.
- Bidder must submit a detailed specification of the model offered.
- Vendor must supply a written project plan for delivery, specifying the deployment, delivery date & installation completion.

Additional Requirements:

- **Lump Sum Fixed-Fee Pricing:** Includes Shipping, Delivery, Installation, Testing, Travel (Factory Testing), Training, and Service Support for a five-year period, effective upon acceptance of the equipment.
- **Bidder** is responsible for any Costs associated with the removal of problematic equipment and the delivery and installation of replacement equipment will be solely at the vendor’s expense.

Evaluation and Selection:

Upon selection of the lowest responsive and responsible bidder, the Division of Purchases will issue a tentative letter of award allowing 21 days for Vendor and Department of Administration/Division of Information Technology to conduct a Factory On-Site Testing Session and review of factory equipment. The Department of Administration will confirm acceptance in writing to the Division of Purchases and a Purchase Order will be issued according to the Bid Proposal and Solicitation.

Warranty:

Upon delivery of the equipment, the Department of Administration will require 30 days of operations according to the specification and factory testing compliance as outline in the solicitation. Any irregularities and non-compliance will be identified in writing by Department of Administration/Division of Information Technology to the Vendor.

BID FORM

Commercial General Liability Insurance: Commercial General Liability Insurance covering bodily injury broad form property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage shall be written on an occurrence basis and shall extend to an agent, independent contractor, temporary worker and a leased worker. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

Auto Liability Insurance: Auto Liability Insurance covering all owned, non-owned or hired vehicles. A combined single limit per occurrence of \$1,000,000 will be obtained (if applicable).

Workers Compensation: Workers Compensation coverage in compliance with the workers' compensation laws of the State. Coverage shall include Employers Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit, \$500,000 each employee (if applicable).

Technology Errors and Omissions Liability Insurance: Coverage to include Errors or Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury. Vendor will obtain Technology Errors and Omissions Liability Insurance with minimum limits of \$1,000,000 per occurrence and aggregate. Insured will include any individual who is an agent, independent contractor, leased worker or temporary worker while acting within the scope of his or her contract with the named insured on projects under this Inserting machine RFQ. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Vendor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this section or in any way limit the Vendor's liability.

The Commercial General Liability Insurance, Auto Liability Insurance and the Technology Errors and Omissions Liability Insurance shall include the State, agencies, officers and employees as Additional Insured but only with respect to the Vendor's activities under the contract.

The insurance required through a policy or endorsement shall include:

A waiver of subrogation waving any right to recovery the insurance company may have against the State, it agencies, officers and employees.

A provision that Vendor's insurance coverage shall be primary as respects any insurance, self- insurance or self-insured retention maintained by the State, its agencies, officers and employees. Any insurance, selfinsurance or self- insured retention maintained by the State, its agencies, officers and employees shall be in excess of the Vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the Vendor or its insurer(s) to the Department of Administration, Division of Information Technology and to the Purchasing Agent. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Purchasing Agent.

The Vendor shall pay all deductibles, self insured retentions and/or self insurance included hereunder.

The Vendor shall disclose to the State the amount of any deductible, self-insured retention and/or self insurance. The State reserves the right to reject any such insurance as not complying based on the amount of the deductible, self-insured retention and/or self-insurance.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement

BID FORM

TERMS & CONDITIONS

The Vendor that is hired for Inserting Machine RFQ must provide signed copies before issuance of a Purchase Order Release of the BCI Vendor Certification, Non-Disclosure, Confidentiality and Invention Agreement and HIPAA Business Associate Agreement (if applicable). The form of the BCI Vendor Certification, Non-Disclosure, Confidentiality and Invention Agreement and HIPAA Business Associate Agreement (if applicable) shall be provided as an Exhibit to an Addendum to this RFQ. In addition, some State or agency policies may be memorialized in an agreement that must be signed by the required parties.

- The State reserves the right to request and review BCI results.
- The State reserves the right to require drug test(s), at vendor's expense, on individuals prior to beginning work.
- All contractors hired for a Inserting Machine RFQ agree to adhere to all applicable DOIT IT policies. Such DOIT IT policies may be located at www.doit.ri.gov.
- Vendor shall also perform its services in compliance with all applicable federal, State, applicable agency and local laws, policies, ordinances, orders, procedures and regulations in effect at the time the services are performed.

•The State reserves the right to require additional terms and conditions when entering into individual engagements with vendor(s).

a. **Warranties**

- i. **Errors or Defects in the Solution:** In case of any error or defect in the Solution arising from Company's acts or omissions, Company shall promptly cause such error or defect to be corrected at no additional cost to STATE OF RHODE ISLAND. Company shall be responsible for the cost of repairing any damage it causes during its performance of any related installation services. STATE OF RHODE ISLAND reserves the right to withhold any payments until the repair is made, in an amount equal to the damage incurred.
- ii. **Work Product:** Company warrants and represents that it has the right to transfer ownership to STATE OF RHODE ISLAND of Company's work product performed hereunder, and that such work product hereunder shall not infringe any other party's proprietary property rights, tangible or intangible or other interests.
- iii. Additionally, your company represents and warrants that for the full duration of any resulting contract, all services provided under any resulting Agreement(s) perform in the manner and functionality as described.

b. **Indemnification** Your company shall defend, indemnify, and hold harmless STATE OF RHODE ISLAND and each of its employees, partners, affiliates, subsidiaries, and member firms, and shall pay, as incurred, all damages, costs, fees, and expenses (including reasonable attorney's fees, and lost executive time) arising out of the performance or non-performance or alleged breach of any resulting contract, including without limitation, any claims, actions, suits, or other proceedings:

- i. Alleging facts which, if true, would cause your company to be in breach of the section entitled Infringement;
- ii. Relating to a breach by your company of any of its other representations, warranties, agreements, or covenants under any resulting contract; or

BID FORM

- iii. Relating to any act or failure to act by any company personnel while on the premises of STATE OF RHODE ISLAND.
- iv. STATE OF RHODE ISLAND shall provide to your company notice of any such action within a reasonable time upon receipt of knowledge of the same. In connection with any claim made by a third party, your company shall bear the expenses of defending such claim (regardless of whether the allegations supporting such claim are finally determined to be true) and, at its option, may assume the defense of any such action and all negotiations for its settlement or compromise (it being understood that your company shall not enter any settlement without the consent of STATE OF RHODE ISLAND), provided, further, however, that if your company does not, within ten (10) days of receiving such notice from STATE OF RHODE ISLAND, select counsel to defend such claim or action, and such counsel shall be rated AV in the Martindale and Hubbell Law Directory, then STATE OF RHODE ISLAND may through counsel of its choice, select counsel to defend. Each party shall keep the other party fully informed about all material information regarding any claim covered under this section. During the pendency of any claim against your company or STATE OF RHODE ISLAND, STATE OF RHODE ISLAND may withhold payment of any sums otherwise required to be paid hereunder.

c. Confidentiality

- i. **Definition.** Confidential Information shall mean the proprietary and confidential information of either party, which shall include, without limiting the generality of the foregoing, this RFQ, any and all data collected, any resulting contract from this RFQ, and all other information, know how, marketing and development plan, techniques and materials, State of Rhode Island names, STATE OF RHODE ISLAND employee names and other information related to STATE OF RHODE ISLAND personnel, State of Rhode Islands, price lists, STATE OF RHODE ISLAND service plans, guidelines and financial information, and methodologies and tools, which are not generally known to the public. Notwithstanding the foregoing, no information shall be deemed to be Confidential Information if the receiving party can demonstrate that such information:
 - a. Is disclosed to the receiving party by a third party without the imposition of any obligation of confidentiality
 - b. Becomes known to the general public without fault of the receiving party;
 - c. Is developed by any employee or partner of the receiving party under any resulting contract who had no access to any information disclosed to such party under any resulting contract; or
 - d. Was previously known by the receiving party

d. Nonperformance In the event of any resulting contract, your company will be bound by the following terms relative to nonperformance:

- i. Your company shall correct all nonperformance upon verbal notification by STATE OF RHODE ISLAND.
- ii. If your company is not responsive to the verbal notification, STATE OF RHODE ISLAND shall correct the nonperformance by using another company, or by any means it deems necessary and reasonable.
- iii. In the event of nonperformance of your company's response time obligations as committed to, STATE OF RHODE ISLAND shall, at its option, take any one of the following actions:
 - a. Obtain a one hundred percent (100%) credit against charges relative to said incidence of nonperformance;

BID FORM

- b. retain another company to remedy the nonperformance; and
 - c. Terminate the contract for failure to meet response time obligations on three (3) consecutive occasions or two (2) or more times in any given month.
 - iv. In any event of nonperformance, STATE OF RHODE ISLAND may terminate the contract upon written notification to your company.
 - v. Your company shall be considered in default of any resulting contract as aforementioned, or if there is any evidence of negligence regarding any aspect of the execution of the work to be performed. Your company shall be considered in default if any provision of this RFQ or any resulting contract is not satisfied.
 - vi. In the event of termination for default, STATE OF RHODE ISLAND shall have against your company all remedies provided by law and equity.
- e. **Right Of Termination** In the event of any contract resulting from this RFQ, STATE OF RHODE ISLAND reserves the right to terminate the resulting contract, rental or lease of equipment, service, maintenance, or support arising from such resulting contract, at any time with or without cause, upon thirty (30) days' written notice, and seek a pro rata reimbursement for unperformed future services.
- f. **Assignment** Your Company shall not delegate or assign, in whole or in part, any resulting contract, whether voluntary, involuntary, or by operation of law, without the prior written consent of STATE OF RHODE ISLAND.
- i. Upon STATE OF RHODE ISLAND'S consent to the foregoing, your company warrants that all said successors shall comply with any and all obligations arising under any resulting contract and shall be liable for all non-waived obligations breached by your company. Furthermore, your company warrants that as a condition to any of the foregoing, your company shall covenant with each successor in writing that said successor shall be liable for any and all obligations arising from any resulting contract and for any non-waivable breach committed by your company in the past.
 - ii. At STATE OF RHODE ISLAND'S option, any such delegation, or assignment made without STATE OF RHODE ISLAND'S written consent shall relieve STATE OF RHODE ISLAND of its obligations arising as a result of a contract between STATE OF RHODE ISLAND and your company.
- g. **Right Of Refusal** -Your proposal shall be submitted as response to this RFQ that sets forth the proposed terms and conditions to be included in any resulting contract. Regardless of the outcome of the evaluation, STATE OF RHODE ISLAND shall not be under any obligation to contract for a Solution from you or any other company who has submitted a proposal.
- i. STATE OF RHODE ISLAND reserves the right to reject any and all proposals that are not in accordance with its goals, interests or in conformity with the instructions found herein. Even if all the requirements are met, STATE OF RHODE ISLAND reserves the right to reject your proposal, or that of any other company who has submitted a proposal.
 - ii. Proposals shall be evaluated based upon discounted rates, fees, quality of Services solution, responsiveness to the RFQ, your company's qualifications, and experience. The company to be selected will, in the sole opinion of STATE OF RHODE ISLAND, best fulfill the requirements of this RFQ.
 - iii. STATE OF RHODE ISLAND may, during the course of the evaluation, enter into negotiations with more than one (1) company simultaneously.

BID FORM

iv. Please note, no party will be permitted to submit a "re-bid". All responses to this RFQ shall be considered final.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

AWARD

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

SURETY REQUIREMENTS

BIDDER IS REQUIRED TO PROVIDE A BID SURETY IN THE FORM OF A BID BOND, OR A CERTIFIED CHECK PAYABLE TO THE STATE OF RHODE ISLAND, IN THE AMOUNT OF A SUM NOT LESS THAN FIVE PERCENT (5%) OF THE BID PRICE. BID SURETY MUST BE ATTACHED TO THE BID FORM. THE SUCCESSFUL BIDDER WILL ALSO BE REQUIRED TO FURNISH PERFORMANCE AND LABOR AND PAYMENT BONDS AT TIME OF TENTATIVE CONTRACT AWARD.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY

BID FORM

SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

VENDOR SPECIFICATIONS

ALL VENDORS MUST INCLUDE SPECIFICATIONS WITH BID PROPOSAL (EVEN THOSE BIDDING BRAND SPECIFIED). FAILURE TO SUBMIT SPECIFICATIONS WITH BID PROPOSAL MAY RESULT IN DISQUALIFICATION OF BID. ITEMS IN CATALOGS MUST BE CLEARLY MARKED AND PAGES TABBED.