

## INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for a Digital Copier Printer Scanner Machine. Bids must be submitted in a sealed envelope plainly marked:

“Sealed Bid, **DIGITAL COPIER PRINTER SCANNER MACHINE**

**BID # 09-03**

City of Rochester, New Hampshire, Purchasing Office

31 Wakefield St.

Rochester, NH 03867

Attn: Angie Gray, Purchasing Agent

All bids must be received no later than August 14, 2008 @ 2:30 PM. No late bids, telephone bids, emailed bids, or faxed bids will be accepted. Bid proposals and specifications may be obtained from the City of Rochester's website, [www.rochesternh.net](http://www.rochesternh.net), contacting the purchasing agent via email at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net), calling the Purchasing Agent at 603-335-7602, or visiting the City Hall Business Office, 31 Wakefield Street, Rochester, NH 03867. All bids must be made on the bid form(s) supplied, and the bid form(s) must be fully completed when submitted.

## CITY OF ROCHESTER, NEW HAMPSHIRE

### BID 09-03 SPECIFICATIONS

The City of Rochester is requesting bids for a Digital Network Copier Printer Scanner. The minimum specifications for the machine are listed below. Any proposal that does not meet the minimum specifications will be rejected.

#### 1) City Clerks Office

The following are the minimum specifications acceptable to the City of Rochester:

SPECIFICATIONS: Digital Network Copier Printer Scanner Machine

Manufacturing Status ..... Must be New, not reconditioned or remanufactured  
Copies Per Minute ..... 60  
Prints Per Minute ..... 60  
8.5" x 11" Pages Per Year (Estimated Annual Volume) ..... 135,000 to 160,000\*  
Finisher (Multi Position Stapling (100 Pages)), Multi Position Hole Punch, and folding ..... Yes  
RADF ..... Reversing Automatic Document Feeder  
Duplexing ..... Automatic Trayless/Stackless Duplexing  
Paper Feeding .....  
..... 4 drawers & 1 bulk tray capable of simultaneously holding all of the following size papers  
..... 11" x 17" Ledger (500 sheets)  
..... 8 1/2" x 14" Legal (500 sheets)  
..... 8 1/2" x 11" Letter (500 sheets)  
..... 8 1/2" x 11" Letterhead (500 sheets)  
..... Bulk Tray – 8 1/2" x 11" Letter (4,000 sheets)  
..... Bypass Tray (100 sheets)  
Paper Output ..... Must have a minimum of two output trays, one stationery and one movable for  
..... large print jobs (must have the ability to unload movable tray without interrupting print job)  
Reduction ..... 50% (with preset)  
Enlargement ..... 200% (with preset)  
Zoom ..... 50% thru 200% (1% increments)  
Other Features ..... Double sided feed & Print, Pamphlet Making & Book Copy Modes  
RAM/Hard Drive Capacity ..... Must be capable of printing a 500-page PDF document at 60 PPM  
..... Must be capable of printing a 20,000 8.5" x 11" page laser bill run at 60 PPM  
Interfaces ..... Ethernet NIC 10Base-T/100Base-TX, Parallel IEEE1284 Type C  
Scanner ..... Must be capable of scanning to email, FTP, hard drive, at 60 PPM  
TCO ..... Software that automatically tracks total cost of ownership by predefined user codes  
Locked Print Capable ..... Ability to lock print jobs from the desktop

Service Contracts: The City requires a minimum seven-year maintenance commitment from the selected vendor. Maintenance contracts must include everything (ie. parts, labor, toner and developer, and anything required to ensure network connection), variations will not be considered. All service contracts will run from July 1<sup>st</sup> through June 30<sup>th</sup> of the following year. Year 1 of the service contract shall be prorated based on the date the machine is placed in service.

\* On or about July 1<sup>st</sup> of every fiscal year the City of Rochester Finance Department will identify the base number of copies that will be paid for in advance of the new fiscal year. The Finance Department will set the base contract at less than half of the estimated annual volume. The estimated annual volume can

change based on any number of factors including moving the machine to a different department or a different location within the same department. Any overage will be billed on a per copy basis at the then current fiscal year rate, quarterly in arrears. Any Respondents should include any minimum (i.e. annual, quarterly) charges or volumes associated with the contract. Respondents must submit and commit to maximum response times for repair and maintenance to this machine.

It is the intent of the City of Rochester that this document encompasses all necessary information for a vendor to submit a proposal. However, should questions arise beyond these specifications, please contact the Purchasing Agent via email at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net) or call 603-335-7602. All questions shall be submitted in writing and responses will be submitted to all participating bidders.

Should issues result that add to or change the scope of these specifications, an addenda will be prepared and emailed, mailed or faxed to each vendor who has received specifications.

### **BID REQUIREMENTS**

1. Vendors must include with their bid proposal a specification sheet for each proposed machine.
2. Detail maximum monthly volume recommended for proposed machine.
3. Include a separate listing of (3) three business references that use the machine. Please include contact names and phone numbers.
4. Final award will be subject to successful in house demonstration of 10 business days.
5. Two training sessions are required for the machine that are selected. One session will occur immediately following the delivery and setup at a mutually acceptable date and time. The second training session will occur after the machine has been in use for approximately 3 to 6 weeks also at a mutually acceptable date and time.

## **INSTRUCTION TO BIDDERS**

### **I. Preparation of Bid Proposal**

- A. The Bidder shall submit her/his proposal upon the forms furnished by the City (attached). The bidder shall specify a unit price for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the space provided for that purpose. The total amount of the proposal, written both in words and figures shall be obtained by adding the amounts of all bid items. All words and figures shall be in ink or typed.
- B. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- C. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his/her name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
- D. All questions shall be submitted in writing to the Purchasing Agent, no less than seven (7) days prior to the bid opening date. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective bidders.

### **II. Irregular Proposals**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

- A. If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any thereof is detached.
- B. If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- C. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- D. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized altered pay items.

### **III. Delivery of Bid Proposals**

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. All proposals shall be filed prior to the time

and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Emailed or faxed bid proposals are not acceptable.

IV. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

V. Public Opening of Bid Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

VI. Disqualification of Bidders

Either of the following reason may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal of proposals:

- A. Evidence of collusion among bidders.
- B. Failure to supply complete information as requested by the bid specifications.

**AWARD AND EXECUTION OF CONTRACT**

I. Consideration of Proposals

- A. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern, In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
- B. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
- C. Bid results will be available within 48 hours of the bid opening either on the website at [www.rochesternh.net](http://www.rochesternh.net) or can be requested via email from the Purchasing Agent at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net).

II. Award of Contract

If a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his/her bid has been accepted and that he/she has been awarded the contract.

III. Cancellation of Award

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

### **BID EVALUATION**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- A. The bidder's ability, capacity, and skill to perform within the specified time limits
- B. The bidder's experience, reputation, efficiency, judgment, and integrity
- C. The quality, availability and adaptability of the supplies and materials sold
- D. Bidder's last performance
- E. Sufficiency of bidder's financial resources to fulfill the contract
- F. Bidder's ability to provide future maintenance and/or services
- G. Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing equipment.)

### **CONDITIONS AT SITE OR BUILDING**

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site of the building. The character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his/her bid.

### **LAWS, PERMITS AND REGULATIONS**

The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, he/she shall promptly notify the City of Rochester in writing.

### **PROJECT COMPLETION**

The machine is to be delivered within 10 days from the date of acceptance of the bid. Training on the machine is to be completed within 90 days from the date of acceptance of the bid.

### **ACCIDENT PROTECTIONS**

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in

the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

### **SUBCONTRACTS**

- I. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
- II. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by him/her, as he is responsible for the acts and omissions of persons directly employed by him/her.

### **PROTECTION OF WORK AND PROPERTY**

The Contractor shall, at all times, safely guard the City's property from injury or loss in connection with this Contract. He/she shall, at all times, safely guard and protect his/her own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

### **STANDARDS**

Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

### **EXTRAS**

Except as otherwise herein provided, no charge for any extra work or material will be allowed.

### **GUARANTEE OF WORK**

- I. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects result in from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
- II. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
- III. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this section during the first year of the life of such special guarantee.

### **DEFAULT AND TERMINATION OF CONTRACT**

If the Contractor:

- I. Fails to begin work under Contract within the time specified in the notice to proceed; or
- II. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or

- III. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable; or
- IV. Discontinues the prosecution of the work; or
- V. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so; or
- VI. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
- VII. Makes an assignment for the benefit of creditors; or
- VIII. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.



**CITY OF ROCHESTER NEW HAMPSHIRE  
DIGITAL NETWORK PRINTER COPIER SCANNER MACHINE  
BID 07-36 PROPOSAL FORM**

**Digital Printer Copier Scanner Machine**

|   |                                |
|---|--------------------------------|
|   | <b>City Clerk<br/>(60 PPM)</b> |
| <b>Make</b>                             |                                |
| <b>Model</b>                            |                                |
| <b>CPU Model</b>                        |                                |
| <b>CPU Speed</b>                        |                                |
| <b>Amount of RAM</b>                    |                                |
| <b>Hard Drive Size</b>                  |                                |
| <b>B&amp;W Copy Speed</b>               |                                |
| <b>B&amp;W Print Speed</b>              |                                |
| <b>B&amp;W Scanner Speed</b>            |                                |
| <b>B&amp;W Fax Speed</b>                |                                |
| <b>✓ if can copy on tabs</b>            |                                |
| <b>✓ if can print on tabs</b>           |                                |
| <b>✓ if is Wireless Network Capable</b> |                                |
| <b>Network Protocol(s)</b>              |                                |
| <b>Network Protocol(s) continued</b>    |                                |
| <b>Network Interface</b>                |                                |
| <b>Other Interfaces</b>                 |                                |
| <b>Printer Languages</b>                |                                |
| <b>Scanner Languages</b>                |                                |
| <b>Fonts</b>                            |                                |
| <b>Graphic Capabilities</b>             |                                |
| <b>Warm Up Time</b>                     |                                |

**CITY OF ROCHESTER NEW HAMPSHIRE**  
**DIGITAL NETWORK PRINTER COPIER SCANNER MACHINES**  
**BID 09-03 PROPOSAL FORM**

|  |  |  |
|--|--|--|
| <b>First Copy Time</b>   |  |  |
| <b>Auto Sleep Mode</b>   |  |  |
| <b>Standard Memory</b>   |  |  |
| <b>Maximum Original Size</b>   |  |  |
| <b>Bypass Capability</b>   |  |  |
| <b>Reproduction Ratios</b>   |  |  |
| <b>Zoom Levels</b>   |  |  |
| <b>Resolution</b>  |  |  |
| <b>Gray Scale Levels</b>   |  |  |
| <b>Unit Price \$\$\$\$</b>   |  |  |
| <b>Delivery Date</b>   |  |  |
| <b>Date Price Good Through</b>                                       |  |  |
| <b>Warranty Period</b>   |  |  |
| <b>Date Service Contract Begins</b>                                  |  |  |
| <b>Maximum Response Time</b>   |  |  |
| <b>What City department sets the estimated volume each year?</b>     |  |  |
| <b>When is the estimated annual volume set each year?</b>            |  |  |
| <b>What City department sets the base contract amount each year?</b> |  |  |
| <b>When is the base contract amount set each year?</b>               |  |  |
| <b>Bid Total</b>   |  |  |
| <b>Total Bid \$\$\$\$</b>  |  |  |
| <b>Total Bid in Words</b>  |  |  |
| <b>Other Information (please list below)</b>                         |  |  |
|  |  |  |

**CITY OF ROCHESTER NEW HAMPSHIRE**  
**DIGITAL NETWORK PRINTER COPIER SCANNER MACHINES**  
**BID 09-03 PROPOSAL FORM**

| <b>Maintenance Contract City Clerk Machine</b> |                          |                          |               |                          |
|--|--------------------------|--------------------------|---------------|--------------------------|
| Fiscal Year                                    | Minimum<br>Annual Volume | Minimum<br>Annual Charge | Rate Per Copy | Overage<br>Rate Per Copy |
| <b>FY09</b>                                    |                          |                          |               |                          |
| <b>FY10</b>                                    |                          |                          |               |                          |
| <b>FY11</b>                                    |                          |                          |               |                          |
| <b>FY12</b>                                    |                          |                          |               |                          |
| <b>FY13</b>                                    |                          |                          |               |                          |
| <b>FY14</b>                                    |                          |                          |               |                          |
| <b>FY15</b>                                    |                          |                          |               |                          |

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address, along with the Project name and phone number as it appears at the top of the Proposal Form.

The bidder has received and acknowledges Addenda number \_\_\_\_\_ through \_\_\_\_\_

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, he will accept compensation as stipulated therein.

|                                  |  |
|----------------------------------|--|
| <b>Date</b>                      |  |
| <b>Company Name</b>              |  |
| <b>Authorized Representative</b> |  |
| <b>Representative's Title</b>    |  |
| <b>Authorized Signature</b>      |  |
| <b>Business Address</b>          |  |
| <b>City, State, Zip Code</b>     |  |

**CITY OF ROCHESTER NEW HAMPSHIRE  
DIGITAL NETWORK PRINTER COPIER SCANNER MACHINES  
BID 09-03 PROPOSAL FORM**

|                      |  |
|----------------------|--|
| <b>Phone</b>         |  |
| <b>Fax</b>           |  |
| <b>Email Address</b> |  |