

INVITATION TO BID

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

“Sealed Bid, **DIGITAL COPIER PRINTER SCANNER FAX MACHINE**
BID # 09-11”

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 September 9, 2008 @ 3:00 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, contacting the purchasing agent via email at 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-xx SPECIFICATIONS

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

City Clerks Office

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

SPECIFICATIONS: Digital Network Copier Printer Scanner Fax 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)	100,000 to 120,000*
Finisher (Multi Position Stapling, and hole punch)	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 (5,000 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
Fax	Must be capable of walkup faxing, desktop faxing, and faxing to email
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 1st through June 30th 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 1st 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(s).

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 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 the proposed machine.
2. Detail maximum monthly volume recommended for the 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 is 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 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. 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 or can be requested via email from the Purchasing Agent at 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

Both machines are to be delivered within 10 days from the date of acceptance of the bid. Training on the machines 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 09-11 PROPOSAL FORM**

Digital Printer Copier Scanner Machine

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

**CITY OF ROCHESTER NEW HAMPSHIRE
DIGITAL NETWORK PRINTER COPIER SCANNER FAX MACHINES
BID 09-11 PROPOSAL FORM**

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

CITY OF ROCHESTER NEW HAMPSHIRE
DIGITAL NETWORK PRINTER COPIER SCANNER FAX MACHINES
BID 09-11 PROPOSAL FORM

Maintenance Contract City Clerk Machine				
Fiscal Year	Minimum Annual Volume	Minimum Annual Charge	Rate Per Copy	Overage Rate Per Copy
FY09				
FY10				
FY11				
FY12				
FY13				
FY14				
FY15				

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.

Date	
Company Name	
Authorized Representative	
Representative's Title	
Authorized Signature	
Business Address	
City, State, Zip Code	

**CITY OF ROCHESTER NEW HAMPSHIRE
DIGITAL NETWORK PRINTER COPIER SCANNER FAX MACHINES
BID 09-11 PROPOSAL FORM**

Phone	
Fax	
Email Address	