

CITY OF DUNN

REQUEST FOR PROPOSALS

MULTI-FUNCTIONAL COPIER CONTRACT

FOR

CITY OF DUNN, NORTH CAROLINA

**PROPOSALS FOR MULTI-FUNCTIONAL COPIER CONTRACT
FOR THE PERIOD OF SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2022**

DUE DATE: NO LATER THAN 12:00 NOON JULY 25, 2017

QUESTIONS: MARK STEPHENS, FINANCE DIRECTOR
PO BOX 1065
DUNN, NORTH CAROLINA 28335
FAX: 910-230-3515
mstephens@dunn-nc.org

REQUEST FOR PROPOSALS

Title: Multi-Functional Copier Contract

Issue Date: July 11, 2017

Due Date/Time: July 25, 2017 by 12 p.m.

Anticipated Award: August 2017

Issuing Agency: City of Dunn
Finance Department
P.O. Box 1065
Dunn, North Carolina 28335

The Request for Proposal form to be used by the bidders, and the specifications of the services to be performed are attached.

All inquiries concerning this Request for Proposals must be in writing and directed to Mark Stephens, Finance Director, PO Box 1065, Dunn, NC 28335 910-230-3515 fax, or email to mstephens@dunn-nc.org. No other contact with City Departments will be allowed during the proposal process. The City of Dunn hereby reserves the right to reject any and all Request for Proposals.

GENERAL CONDITIONS

1. How to Submit Bid Proposals:

A. Mailing Address:

City of Dunn Finance Department
Finance Director – Mark Stephens
P.O. Box 1065
Dunn, N.C. 28335

B. Hand Delivery:

City of Dunn Finance Department
Finance Director – Mark Stephens
401 E. Broad Street
Dunn, N.C. 28335

C. E-mail or Fax

910-230-3591
mstephens@dunn-nc.org

2. **Standards for Acceptance of Proposal for Award Contract:** The City reserves the right to reject any or all proposals and to waive any deficiencies in the bids. The award for City of Dunn’s copier contract may be made to the responsible bidder (also sometimes referred to as “Contractor”) that best meets the needs and interests of City of Dunn, taking into consideration quality and performance. City of Dunn reserves the right to bid any other services not listed herein and/or award same to successful vendor.
3. **Compliance with Laws:** The Contractor shall obtain and maintain all licenses, permits, liability insurance, worker’s compensation insurance and comply with any and all other standards or regulations required by Federal, State, or City statute, ordinances and rules during the performance of any contract between the bidder/Contractor and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
4. **Contract Term/Conditions:** This is a contract for five years beginning September 1, 2017 and ending August 31, 2022. Although the contract is for five years, said contract may be terminated at any time if funds are not appropriated and made available by the City Council. Bidder warrants that bid prices, terms, and conditions quoted in his/her bid will be firm for acceptance for a period of five (5) years The City has the right to add or remove equipment and or accessories if the occasion, arises at the Contractor additional pricing rates.
5. **Contract Extension:** City of Dunn reserves the right to renew or extend this contract after the initial contract term expires subject to the same terms and conditions upon

agreement of both parties, provided that funds have been appropriated by the governing board and performance under this contract has been satisfactory. Price increase shall be considered at contract renewal time and may be cause for non-renewal.

6. **Completeness:** All information required by this Request for Proposal must be complete and submitted to constitute a responsible proposal. Attachment 2 hereto must be completed in its entirety.
7. **Acceptance of Service:** In the event that the service supplied to the City does not conform to specifications, the City reserves the right to cancel the service upon 30-day written notice to the Contractor at the Contractor's expense.
8. **Guarantee:** Unless otherwise specified by the City, the Contractor will unconditionally guarantee the service and workmanship on all equipment. If within the guarantee period, any defects occur which are due to faulty services, the Contractor, at his/her expense, shall repair, adjust the condition, or replace the equipment to the complete satisfaction of the City. These repairs, replacements, or adjustments shall be made only at such time designated by the City to be the least detrimental to the operation of City business.
9. **Transfer, Assignment or Subcontract:** The covenants and agreements contained within the awarded proposal are specifically binding and the City will not allow the awarded proposal to be transferred, assigned or subcontracted to any other party or parties without the express written consent from the City.
10. **Indemnity & Insurance:** The Contractor will indemnify and hold harmless the City, its officers, agents, and employees from and against all loss, cost, damages, expense and liability caused by accident or other occurrence resulting in bodily injury, including death and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from operations, products, or services rendered or purchased under the contract.

Where Contractors are required to enter or to go onto City property to deliver materials or perform work, the Contractor, at his/her sole expense, will purchase and maintain the insurance listed below as A, B and C.

Where Contractor will not be required to enter or go onto City property and will only provide supplies, materials, or equipment, the Contractor, at his/her sole expense, will purchase and maintain insurance coverage designated below as B.

- A. Automobile – Automobile bodily injury and property damage liability insurance in an aggregate amount of at least \$1,000,000.00 when the services to be performed require the use of motor vehicles.

- B. Commercial General Liability-Bodily injury and property damage liability as will protect the Contractor from claims of bodily injury or property damages which arise from operations of this contract. The amounts of such insurance coverage shall not be less than \$2,000,000.00 per occurrence and \$3,000,000.00 aggregate coverage. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.
- C. Workers' Compensation and employers' liability meeting the statutory requirements of the State of North Carolina.

The successful bidder shall provide the City with a certificate of such insurance naming the City as an additional insured and shall contain the provision that the City will be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. However, a ten (10) day notice is sufficient for cancellation due to non-payment of premium.

- 11. **Default Provision:** Failure to satisfactorily perform the services required by this Contract will be grounds for the City to declare Contractor in default. Upon default by Contractor, City shall provide thirty (30) days written notice to Contractor of its default, if said default is not corrected by Contractor within this thirty (30) day period, this Contract may be canceled or annulled, in whole or in part, by the City for nonperformance or violation of this Contract's terms. Upon cancellation of the services of Contractor by the City, an award may be made to another vendor who submitted a proposal to the City for this Contract for services specified, or they may be purchased on the open market and Contractor shall be liable to City for costs to the City in excess of the defaulted contract prices. Contractor shall continue the performance of this Contract to the extent that any part is not terminated under the provisions of this clause.
- 12. **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies and, in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
 - a) The price in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this bid have not and will not be knowingly disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competition; and
 - c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

13. **Offer/No Bid.** All contractors in receipt of a Request for Proposal for a project are urged to respond with an Offer or a No Bid via email to mstephens@dunn-nc.org. (Please use form on Page 12.)

14. **Oral Explanations.** The City will not be bound by oral explanations or instructions given at any time during the proposal process or after a project is awarded.

15. **Qualified Vendor:** A “Qualified Vendor” is defined for this purpose as one who meets by the date of its proposal all requirements for licensing and/or certification contained within the specifications, and can meet by the date of proposal acceptance all insurance requirements.

16. **Equipment and Supplies:** Vendor must provide all equipment and supplies identified herein to the specifications of the City.

17. List Five References For Whom You Are Providing Services:

The City requires a minimum of five (5) years experience. Prospective Contractor must supply at least five (5) references from government agencies and/or private firms for which it has done similar or related work during the past three years.

1. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

2. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

3. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

4. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

5. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

18. **N.C.G.S. Sect. 143, Articles 3 and 3C. :**

Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes, the State invites and encourages participation in this procurement by businesses owned by small contractors, minorities, women, and the disabled. Place an X by the appropriate response below if you choose to be identified as a qualified business as referenced above.

- | | |
|---------|-------------------------|
| _____ I | American Indian |
| _____ A | Asian American |
| _____ B | Black, African American |
| _____ D | Disabled |
| _____ F | Female |
| _____ H | Hispanic |
| _____ S | Small Contractors |

20. **Contractor's Representative for Business Purposes:** The name, mailing address, electronic mail address, fax number, and telephone number of the Contractor's authorized agent with authority to bind the firm and answer official questions concerning the Contractor's proposal must be clearly stated.

21. **Equal Opportunity Employer.** City of Dunn is an equal employment opportunity employer.

SPECIFIED
TERMS AND CONDITIONS
FOR
MULTI-FUNCTIONAL COPIER/COST PER COPY CONTRACT

This describes the terms and conditions for a five (5) year multi-functional copier/cost per copy contract with City of Dunn for various government building locations in Dunn, as identified in Attachment 1 and as more particularly described herein.

This agreement shall be for five years starting September 1, 2017 and ending August 31, 2022, subject to appropriation by the Dunn City Council. Dates are subject to change based on equipment delivery and installation schedule.

1. Required Services By Contractor:

All costs for labor, travel, materials and parts necessary to inspect, repair and/or replace the equipment shall be included in the price set forth in Attachment 2, attached hereto and hereby incorporated herein. There shall be no charge to the City for the maintenance, repair and inspection of equipment.

- Delivery, set-up and installation of equipment is to be included in the cost per copy price quoted. All equipment must be operational on the city's network for installation to be considered complete.
- Each copier installed under this contract shall include a power protection device at no additional cost to City of Dunn.
- It shall be the responsibility of the vendor to remove the equipment at the expiration date or cancellation of the contract and any charges should be included in the price quoted.
- All copiers must have encrypted hard drives and an option of hard drive removal before they are disposed of or turned in at the lease end at no cost to City of Dunn. A destruction certificate is required as well.
- The vendor retains title to all rental equipment and is responsible for payment of all property, income or federal taxes. Applicable State and local taxes will be invoiced as a separate item on all invoices.
- Vendor must provide on-site training within 48 hours upon installation of the equipment. Additional training will be provided within five working days upon request and at no additional charge.

2. Maintenance and Support:

The Contractor shall be responsible for all post-installation support and maintenance. Support and maintenance should include provision of all consumables required by the device (excluding paper and staples), phone support and trouble-shooting, on-site support and trouble-shooting, on-site mandatory maintenance and upgrades, and replacement of all irreparable components and/or devices.

- Post-installation and support shall be included in lease price quoted herein and include all supplies, parts, labor and travel.
- All 11 x 17 impressions should count as one image on the metered equipment.
- Copy Credits shall be given for copies made during a service call.
- A maximum response time of (4) four hours is desired on service during normal working hours (8 a.m. to 5 p.m. weekdays). A minimum of 95% uptime guarantee must be maintained over the life of the contract.

Provide average response time, telephone information, and location from which service will be provided.

Service phone number (800 or other): _____

Physical Address of Service Facility: _____

Average Response Time: _____

3. Consumables:

All consumables required for a fully operational copier, excluding paper and staples, shall be included in the lease price quoted herein. Adequate and satisfactory availability of consumables is necessary and should be available onsite for each copier. No shipping fees shall be charged for delivery of consumables. Please provide the contact information for consumables. _____

4. Device Monitoring:

The Contractor shall be responsible for providing a method to monitor devices and their output on the City's data network. City of Dunn also requires the ability to monitor device configuration, and status information, including the operational status of the multifunctional devices such as toner level, paper supply, online status, etc. from a computer on the network. Additionally, meter readings from the copiers must be able to be transmitted to the Contractor electronically.

5. Contract Specifications:

- The agreement shall include full service with a 1-hour call back and a 4-hour average onsite target response time.
- All machines shall remain the property of Contractor and Contractor shall maintain all machines in acceptable working order during the contract. Any machine deemed unacceptable by City of Dunn shall be replaced at Contractor's expense.
- All costs of normal delivery, installation and training shall be included.
- Installations and removals must be done at mutually agreeable times and coordinated through the Finance Department.
- Contractor must supply descriptive literature for the equipment being recommended to include copiers and compatible hardware/software.
- Contractor shall provide user training in the use of all covered equipment, including general copy skills, scanning, faxing and any other detailed features.
- Contractor must e-mail a monthly report to Finance Department reporting the number of impressions made by each department and including any copy credits. Service credits shall be issued for copies run during service calls or as a result of equipment malfunction. Report should be in Excel format.
- Contractor is required to have customer-replaceable units onsite to ensure maximum uptime.
- Equipment must have a "secure print" feature for departments printing confidential documents.
- Department count volumes given in the RFP are approximate and are included to aid in the selection of equipment.
- All machines installed at the beginning of the contract must be new machines that include the latest technology. No factory refurbished machines will be accepted.

6. Network/Security Requirements:

- Equipment must use a minimum of 128-bit data encryption to secure data stored on the devices.
- Printer language must be PCL 6 and compatible with PostScript level II and III.
- Equipment must incorporate Active Directory for access to scan, e-mail and fax allowing access to be controlled on a per user and per device basis.
- Equipment must allow walk-up users to gain access to their e-mail account, personal send-to lists, distribution lists, as well as the entire city's e-mail directory.
- Equipment must be compatible with the city's analog fax system.
- Equipment must be able to scan in a TIFF 4 Multipage 300 DPI format, in black and white, to multiple network folder locations. Ideally, one programmable button should be used to save to a preset or chosen folder on the county network. Other scanning formats should include PDF and JPEG.

7. Contractor Staffing Requirements:

- Contractor shall provide a dedicated technician, as well as a back-up technician, to maintain all copier systems identified herein.
- Contractor shall always check in with the onsite personnel upon arrival and upon departure and/or completion of work.

8. Proposal Elements:

- Proposal must include a detailed plan for implementation and timeline.
- Proposal must include a training plan.
- Proposal must include a dedicated support team (with contact information) to support the City's business requirements.
- Proposal must include a certificate or letter from the manufacturer stating that the service and supply dealer is authorized for the proposed equipment.
- Proposal must adequately describe how the scanning solution works.
- Proposal must adequately describe how the faxing solution works.
- Any software licenses required to perform copy, print, scan and fax functions must be included in the pricing structure so that all 100+ city employees can utilize the devices.

9. Pricing:

- The City is requesting a fixed cost per copy contract for both black and white and color copies. The contract should include 40,000 pooled copies per month. 30,000 B/W and 10,000 color.
- Supplies not covered in the maintenance contract will be billed separately by department.
- All additions later in the contract term will be at the same price, term and conditions of the original award.
- The Contractor may not increase the cost per copy rate at any time during the contract. The Contractor may evaluate the usage and offer a lower rate at any time. There will be no cost to move equipment due to City business needs after initial installation.

10. Payments:

Invoices for services shall be submitted by Contractor to City each month. Invoices should be submitted on or before the twenty-eighth (28th) day of each month. Payment for services will be Net 30.

11. Contract:

Upon the award of the contract for multi-functional copiers/copy per page, Contractor and City shall enter into a mutually agreeable contract.

Request for Proposals Acknowledgement

MULTI-FUNCTIONAL COPIER CONTRACT FOR CITY OF DUNN, NORTH CAROLINA

Please complete this form and e-mail it to Mark Stephens at mstephens@dunn-nc.org or fax it to 910-230-3591 by JULY 18, 2017.

_____ Will submit bid for this proposal.

_____ Decline to submit bid for this proposal.

Additional Comments:

Thank you for your cooperation.

Company

Authorized Signature

Address

Phone

City, State, Zip

Fax

E-mail Address

Recommended Minimum Device Specifications for Multi-Functional Copiers City of Dunn, North Carolina

Black/White/Color Multi-Functional Copier/Printer

Original Copy Size:	For all units-- 5.5 x 8.5, 8.5 x 11, 8.5 x 14 and 11 x 17
Types of Originals:	Typed pages, invoices, drawings, maps, ledgers, checks, photocopies, handwritten forms (pencil/ink), magazines, book text, fax copies, photographs, driver's licenses, insurance cards, Social Security cards
Image:	Zoom feature for reduction/enlargement, lighten/darken
Feeder:	Automatic
Finisher:	Will be decided per copier by department
Duplex:	All copiers must have automatic feed with duplexing
Power:	110-120 volt, 220 volt where applicable
Meter Capacity:	Meter operation
Style:	Digital Technology
Supplies:	Standard Consumables including toner, fusers, etc. (not paper)
Console Stand:	Included where applicable
Surge Protector:	Must be included

Features:

1. All units must be network capable and allow printing, copying, faxing and scanning. Scanning options shall not create any additional charges. No additional hardware will be required for these features.
2. Must be able to scan to e-mail and network folders.
3. Some units will need a standard fax modem; all will need to integrate with city's FOIP (fax over IP) system.
4. Must have web interface for monitoring copier functions such as viewing paper supply, toner supply, status and online reading of meters.
5. All units must meet ISO Security Standards and have encrypted hard drives.

ATTACHMENT 1
City of Dunn
Current Minolta Environment

			Average Mthly Volume	
			<u>B/W</u>	<u>Color</u>
Admim	Konica Minolta/C452	Fax/Scan/Color	3,099	1,535
Animal Control	Konica Minolta/BZ283	Fax/Scan	230	-
Squad Room	Konica Minolta/BZ283	Fax/Scan	3,496	-
Finance	Konica Minolta/C280	Fax/Scan/Color	2,795	885
Inspection/Planning	Konica Minolta/C452	Fax/Scan/Color	4,172	922
Library	Konica Minolta/C220	Fax/Scan	1,225	373
Narcotics	Konica Minolta/C280	Fax/Scan/Color	4,808	2,739
Police	Konica Minolta/C360	Fax/Scan/Color	2,042	888
Public Works	Konica Minolta/C220	Fax/Scan/Color	1,841	866
Recreation	Konica Minolta/C280	Fax/Scan/Color	938	762
Waste Water	Konica Minolta/BZ283	Fax/Scan	980	-
Water Plant	Konica Minolta/BZ283	Fax/Scan	692	-
Total			26,317	8,969

The City is requesting the ability to print from a mobile device to the copier at the Library and Administration offices.

ATTACHMENT 2

Request for Proposals Bid Sheet

MULTI-FUNCTIONAL COPIER CONTRACT FOR CITY OF DUNN, NORTH CAROLINA

Bid proposed by: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Tax ID Number: _____

I (we) have carefully examined the Bid Information, reviewed the Bid Specifications, and all Attachments and therefore provide the bid proposal as shown below.

BID PROPOSAL:

Price per Copy Black and White \$_____ (including supplies)

Price per Copy Full Color \$_____ (including supplies)

Price per Copy Black and White
after guaranteed number of copies \$_____

Price per Copy Full Color after
guaranteed number of copies \$_____

Note: Black and white copies made on color copiers will be quoted at the same price per copy rate as the black and white rate listed above.

Please include a specific recommendation for each copier listed in Attachment 1 (manufacturer, model, specifications).

EXECUTION OF PROPOSAL PAGE

Multi-functional Copier/Cost Per Copy Contract

Date of Bid Proposal: _____

By submitting this proposal, the Contractor certifies the following:

An authorized representative of the firm has signed this proposal.

The Contractor has determined the cost and availability of all equipment, materials and supplies associated with performing the services outlined herein.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The Contractor agrees to complete the scope of work for this project with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within (60) days from the date of the opening, to furnish the services for the prices quoted.

Contractor: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax: _____

E-mail: _____

Principal Place of Business if
different from above _____

By _____ Title: _____
(Type or Print Name)

(Authorized Signature)