



Invitation to Bid – Lease of Color Copier
May 22, 2015
Solicitation # 422-0515-39

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.CST, June 16, 2015**, and then publicly opened and read aloud for a lease of color copier.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Assistant Finance Director, Danny King at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions

To be considered, you must:

- Vendors must have current vendor application on file with the City containing up to date information. Applications may be obtained online at <http://www.columbiatn.com/VendorApp2007.pdf>.
- Submit a completed bid sheet using the forms as supplied with this Invitation to Bid.
- Vendors must note any instances where the copiers being offered fail to meet any minimum specification as required herein. Such notation shall be attached to the bid sheet being submitted.
- Submit with the bid all other required documents as may be requested herein.
- All forms must be signed by an individual with the authority to bid the bidder.
- All bid documents shall be returned to: Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid Copier** and opening date of bid, June 16 2015.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All costs of preparing a bid and all costs of delivery of said bid shall be the responsibility of the bidder.

1. SCOPE

The City of Columbia currently leases a Ricoh C4500 copier for the fire department located at 1000 South Garden Street. We wish to replace that copier with new equipment leased on a similar 36 or 48 month basis. Minimum specifications are included for two different size copiers. While only one machine will be leased, the City wishes to consider the option of two different sizes.

2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered providing such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number fifteen (15) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the

manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.

12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent, City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the invitation to bid. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

3. INSURANCE

Not required

4. LEASE TERMS and CONDITIONS - The term of the lease shall be quoted as both 36 and 48 months terms. **A sample copy of the lease agreement shall be furnished with the bid.**

- a. Lease payment shall commence with installation of the copier.
- b. The lease shall allow the City to upgrade the copier during the lease term without penalty of any type.
- c. At the expiration of the original lease term, the lease may be automatically extended at the same monthly payment amount for consecutive 30 day periods.
- d. The lease shall include a non-appropriation clause in the event the City Council fails to appropriate sufficient money for the lease payments.
- e. Termination of the lease for non-appropriation shall not constitute a breach on behalf of the City and there shall be no penalty imposed for an early termination.

5. REPLACEMENT– Vendor shall replace any machine which shows a trend toward excessive maintenance issues with a new machine of equal or better features and functionality. Excessive maintenance shall determined by the City of Columbia.

6. MAINTENANCE and REPAIRS - The cost per copy shall be submitted in the bid along with the monthly lease payment. The per copy costs shall cover all repairs, maintenance, toners, developers, drums and other consumable items with the exception of paper and staples throughout the life of the lease and any extension thereof.

- a. Routine maintenance shall include cleaning and replacement of parts according the manufacturers' suggested schedule. Routine maintenance shall be performed during regular business hours of 7:30 AM until 4:00 PM , Monday through Friday, excluding holidays.
- b. Repairs shall include parts and labor necessary to restore the copier to full functionality and manufacturers' specifications.
- c. All repairs shall be performed by full time, factory trained service technicians.
- d. Vendors shall respond to repair requests within 4 hours the placement of service request. A response shall be considered an onsite visit.

7. BID ANALYSIS - Bids will be analyzed comparing the cost of ownership over the term of a 36 month lease as follows:

- a) Monthly Lease x 36 months = Total lease payment
- b) Maintenance fee for B & W copies x anticipated monthly volume x 36 = Total Maintenance BW
- c) Maintenance fee for Color Copies x anticipated monthly volume x 36 -= Total Maintenance Color
- d) Other charges per vendor bid
- e) Total of all above costs

8. AWARD - The award will be made to the lowest , responsive , responsible bidder

9. PAYMENT– The City shall be invoiced monthly for lease payment. The invoice shall detail the amount due for copier lease. The per copy maintenance and supply cost shall be invoiced at least quarterly and shall included beginning and ending copy volumes. If the vendor or lessor accepts VISA as a form of payment, please indicate that on the bid sheet.

10. SPECIFICATIONS AND REQUIREMENTS - The following specifications and requirements are to be considered as minimum expectations regarding features and performance. Copier must meet and may exceed these minimum requirements.

Color Copier 23-30 CPM - Anticipated monthly volume – 1500 B&W , 300 color copies

- a. Automatic document feeder – 30 sheet minimum capacity
- b. Enlargement to 200% , Reduction to 50 % - minimum
- c. Paper capacity excluding bypass tray – 1000 sheets
- d. Copy speed – 23 to 30 copies per minute in black & white or color
- e. Stapling – three position stapling of 30 pages minimum
- f. Sorting – bin-less sorting
- g. Automatic Duplexing - 1 to 2 side, 2 side to 2 side
- h. Scanning – B& W and Color, TIFF, PDF, XPS, and JPEG. Scan to email, fax, FTP, folder
- i. Network Ready –
- j. Compatible with Window 7 Operating Systems
- k. Energy Star Compliant
- l. Copy – 1 to 999 copies
- m. Copy Size – 5 ½" x 8 ½" to 11" x 17"
- n. Paper weight – 16# to 110#
- o. Warm up – 20 seconds maximum
- p. Base cabinet as may be required.
- q. 1 gigabyte memory , 80 gigabyte hard drive
- r. New and previously un-leased copier

Color Copier 35- 45 CPM - Anticipated monthly volumes – 1500 B&W, 300 color copies

- a. Automatic reversing document feeder – 50 sheet minimum capacity
- b. Enlargement to 400% , Reduction to 25 % - minimum
- c. Paper capacity excluding bypass tray – 2500 sheets
- d. Copy speed – 35 to 45 copies per minute in black & white or color
- e. Stapling – three position stapling of 50 pages minimum
- f. Punch – 2 and 3 hole punch
- g. Sorting – bin-less shorting
- h. Automatic duplexing - 1 to 2 side, 2 side to 2 side
- i. Scanning - B& W and Color, TIFF, PDF, XPS, and JPEG. Scan to email, fax, FTP, folder
- j. Network Ready –
- k. Compatible with Window 7 Operating Systems
- l. Energy Star Compliant
- m. Copy – 1 to 999 copies
- n. Copy Size – 5 ½" x 8 ½" to 11" x 17"
- o. Paper weight – 16# to 110#
- p. Warm up – 20 seconds maximum
- q. 1 gigabyte memory, 160 gigabyte hard drive.
- r. New and previously un-leased

Delivery and Installation - Vendor's bid shall be inclusive of all charges related to delivery and setup of the equipment. The appropriate power and network connections will be the responsibility of the City. Connection from the wall to the copiers will be the responsibility of the vendor. The removal of the equipment at the end of the lease shall also be the responsibility of the vendor.

Training - The vendor shall be available upon delivery of the equipment to train key personnel in the operations and basic maintenance of the machine. Basic maintenance shall include installing toners,

staples and paper as well as the removal of paper in the case of jamming. User manuals shall also be furnished upon delivery.

Maintenance and Consumable Supplies – The vendor shall be responsible for all maintenance other than basic maintenance as defined above. Maintenance and the cost of consumable supplies shall be included in the per copy or click charges for both black and white as well as color copies. Consumable supplies, excluding paper, shall include all toners, staples, toner waste bins, developers and similarly consumable items.

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City of Columbia BID SHEET – Invitation to Bid Lease of Color Copiers – Solicitation # 422-0515-39

Make	Model	Copies Per Minute	Monthly Lease Payment – 36 month contract	Monthly Lease Payment – 48 month contract	Cost / copy B&W copies over monthly minimum	Cost / copy color copies

In compliance with this **Invitation for Bid –Lease of Color Copier, solicitation 422-0515-39** and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the copier(s) upon which prices are quoted, at the price quoted.

Is VISA accepted for lease payments? _____ Is VISA accepted as payment for per copy maintenance? _____

My signature below certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Vendor: _____

Vendor’s Signature: _____

Name (type/print): _____

Title: _____

Date: _____