



BID PACKET
Printers/Copiers for City Building

Bids due April 22, 2022
3:30 p.m.

Contact Person
Amy Guenther, City Clerk/Treasurer
859-331-1212
aguenther@fortmitchell.com

City of Fort Mitchell, Kentucky
Invitation to Bid

INVITATION TO BID

The City of Fort Mitchell, Kentucky, will accept sealed bids for the purchase or five year lease for three printers/copiers.

The bids will be accepted by the City Clerk/Treasurer at 2355 Dixie Highway, Fort Mitchell, Kentucky, 41017 until **3:30 p.m.** (local time) **on April 22, 2022**. The bids received will be opened and publicly read aloud at that time. Said bids shall be received in a sealed **envelope marked “Printer/Copier Bid”**.

The City reserves the right to reject any and all bids, the right to waive any informality or irregularity in any bids, and the right to negotiate with the bidder submitting the apparent lowest and best bid.

Preference for Kentucky resident bidders will be applied in accordance with Kentucky law.

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INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Envelopes must be sealed when submitted and must be properly noted with title of bid, date and time deadline. **Printers/Copiers, April 22, 2022, 3:30 p.m.**
4. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
5. References in the *Technical Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidder's attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
6. Bids are to be mailed to or delivered to the Office of the City Clerk, City of Fort Mitchell, 2355 Dixie Highway, Fort Mitchell, Kentucky 41017.
7. The City's sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

- End of Section -

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GENERAL CONDITIONS

1. The City of Fort Mitchell reserves the right to reject any and all bids, and unless otherwise specified by the bidder, to accept any item or group of items in the bid. In case of error in extending the total amount of the bid, the unit price will govern.
2. The City of Fort Mitchell's payment terms are net 30.
3. In case of default by the bidder or contractor, the City of Fort Mitchell may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. Prices shall be stated in units of quantities specified.
5. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
6. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
7. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
8. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance.
9. All bids shall remain valid for a period of thirty (60) days after bid opening unless a longer period is otherwise stated herein.
10. Bidder is required to obtain a City of Fort Mitchell Occupational License within ten days of contract award.
11. All federal, state, and local law requirements must be followed.

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12. Prior to a contract being awarded to the lowest and best responsible and responsive bidder whose bid meets specifications, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

Bids will be evaluated and awarded on the following basis (*as marked*):

- Lowest and Best Bid; or
- Lowest Evaluated Bid Price. The objective measurable criteria for this evaluation are enclosed.

“Responsible bidder” means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

13. *Special Conditions*, if any, are enclosed. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
14. The *Description of Requirements and Specifications (technical specifications)* for the procurement are enclosed herewith.

SPECIAL CONDITIONS

The City of Fort Mitchell is soliciting sealed bids for printers/copiers for the City Building at 2355 Dixie Highway, Fort Mitchell, Kentucky.

BID PROCEDURE

- Each bidder is urged to read the entire set of documents thoroughly and be prepared to comply with all provisions contained herein. The City of Fort Mitchell and its personnel will work with each potential Bidder individually or as a group, on any question(s) that may arise. Each Bidder shall contact Amy Guenther, City Clerk/Treasurer, at aguenther@fortmitchell.com or (859) 331-1212, with questions.
- Completely fill out, sign and return the City of Fort Mitchell’s Bid Pricing Sheet.

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REFERENCES

Three (3) references shall be included with the bid. These references must be from facilities that are currently being serviced or have been serviced by the bidder and are office complexes of the approximate size of the one for which this contract is for. They are to include:

- Facility, including the address
- Contact Person
- Contact Person's telephone number

GENERAL PROVISIONS

Installation of equipment must be completed within 30 days of award of contract.

The successful bidder shall furnish the City with a direct contact person who is expected to supervise and train their employees. Said contact person shall be required to contact the city every quarter to ensure the smooth functioning of all equipment.

Once awarded, the printer/copier contractor shall be required to provide names and social security numbers of all service personnel for the City building so that a security clearance can be obtained by the Fort Mitchell Police Department. The City shall be notified any time there is a change in personnel. The City reserves the right to accept or reject personnel should a security check be unfavorable. The City also requires that the contractor abide by all applicable laws and regulations.

Once the contract is awarded, the City expects the successful bidder to respond immediately to correct any deficiencies and to respond immediately to any and all correspondence from the City. The successful vendor shall have five (5) working days to correct any deficiencies identified with the equipment at the beginning of the contract period. If vendor fails to correct the deficiencies within the five (5) day period, the City shall have the right to cancel this contract.

SERVICE BOND

Bidder shall be required to post a Service Bond in the amount of one hundred thousand dollars (\$100,000) within ten (10) days of acceptance of the bid. The bond shall be issued by a company satisfactory to the City and authorized to do business in the Commonwealth of Kentucky.

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INSURANCE REQUIREMENTS

Prior to commencement of your services, you must provide the city with a certificate of insurance evidencing the following insurance coverage:

1. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Ft. Mitchell must be named as an Additional Insured; the certificate shall specify that the coverage afforded is Primary and Noncontributory with respect to any other coverage available to the City of Ft. Mitchell.*** If you are providing construction services, you must use additional insured endorsements CG20100704 AND CG20370704.
2. Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.
2. Workers Compensation Coverage specific to the State of Kentucky.
4. Professional Liability / Errors or Omissions coverage in the amount of \$1,000,000 per occurrence if your services are professional in nature (legal, architectural, etc.).

If your services involve pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides) or any other services that the City of Ft. Mitchell deems applicable, you must also provide the following:

1. Commercial Umbrella Liability policy with a minimum limit of \$1,000,000.

If your services include the sale of alcohol, you must also provide the following (in addition to above requirements):

1. Liquor liability coverage with a minimum limit of \$1,000,000.

Any and all liability coverage shall name the City of Ft. Mitchell as Additional Insured on a primary and non-contributory basis. A satisfactory certificate of insurance evidencing the coverage outlined above shall be provided before any services are rendered.

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CONTRACT DURATION

The successful bidder shall be awarded a contract for a five (5) year period beginning May 1, 2022 or as soon as possible thereafter and ending April 30, 2027. This contract may be renewed for an additional one-year period upon mutual agreement of both parties. **If this contract is renewed, all provisions of the original contract shall apply.**

Any contractor who is awarded a contract pursuant to this advertisement and specifications shall not be in financial arrears to the City of Fort Mitchell for any reason during the first or any subsequent contract. Failure to honor this specific provision shall be the basis for immediate contract cancellation.

TECHNICAL CONDITIONS

The City is seeking 3 printers one each for the administration, police and the fire department.

Minimum Specifications for each device:

3 Color Multifunctional Device – Print / Scan / Copy minimum requirements:

- Two and three whole punch kits for the administrative device only
- Optical Character Recognition for searchable pdf documents.
- Security feature of “follow me print”
- Minimum 32 Pages Per minute
- Minimum 140 Sheet Capacity Document Feeder
- Minimum 80 ipm Scanning Speed
- Minimum 4 x 500 Sheet Capacity Paper Trays
- Minimum 11 x 17 Paper Size Capability
- Minimum 1,000 Sheet Stapling Finisher
- Minimum 1200dpi print resolution

MFP Fleet Requirements:

- All units must be brand new, no factory refurbished equipment will be accepted.
- All units must have the exact same Touch Screen Interface for ease of use between departments
- All units must automatically report their meters to the vendor
- All units must have the capability to be remotely monitored for potential service issues

Maintenance Agreement Requirements:

- 0 Click Minimum for all B&W and Color Clicks.

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- Pooled Billing for maintenance among the three devices for B&W Clicks at the SAME service rate
- Pooled Billing for maintenance among both of the Color MFP's at the SAME service rate
- Includes all Toner (Color & Black Toner) two spare each will always be provided
- Includes all Parts
- Includes all Labor
- Includes all Help Desk support for Network Connectivity Issues

Maintenance Agreement Volume Information:

- Admin MFP
 - Average Monthly B&W Clicks: 4,805
 - Average Monthly Color Clicks: 308
- Police MFP
 - Average Monthly B&W Clicks: 1,000 (estimated; no data)
- Fire Dept. MFP
 - Average Monthly B&W Clicks: 1,629
 - Average Monthly Color Clicks: 864

Pricing Requirements:

- Please provide pricing on a 60-month all-inclusive fair market value lease that bundles in maintenance and a price for full purchase of each equipment.
- Please detail exactly what hardware is included and how it meets the minimum requirements
- Please provide the click rates for black & white and color maintenance
- Please provide all information on additional fees the city will have to pay on the lease or purchase invoice.
- Pricing must include the cost to ship the units back to the lease company upon termination date.
- Please provide information on end of lease requirements

Training for end users:

- Upon install, vendor must provide basic training for all functions the city will use.
- Within two weeks of install, vendor must provide a detailed training for any city staff that requests advanced training
- Ongoing training sessions may be requested by the city at no additional charge for the duration of the contract.

Bid Response questions- Service: Please include responses to each question to submit with bid.

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1. Which software will be used to monitor the devices and send meter readings to the vendor?
2. Do you offer a different cost structure for color copies based on the extent of color on a page?
3. How are service calls placed to the vendor; what options are available in placing service calls?
4. How does your company track and respond to service calls?
5. What is your guaranteed service response time for an onsite technician (not a phone call)?
6. What is the current average response time for a technician to be onsite?
7. Provide the number of factory-trained technicians that are available for service.
8. Provide the average tenure of all technicians.
9. What type of service history documentation can you provide to the city?
10. Provide detail explanation of the process for ordering and shipping supplies required for quoted equipment.
11. Please provide the process for emergency call and parts situations.
12. Provide the process for replacement of equipment that cannot be repaired by your company.
13. What type of network installation and support does your company offer for implementation of the equipment and post-sale support?
14. What types of services does your company offer to clients beyond copiers?
15. What makes your company stand out among all other companies bidding on our contract?

**REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING KENTUCKY RESIDENT
BIDDER STATUS**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky Workers' Compensation policy in effect.

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The City of Fort Mitchell reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by:

(Affiant)

(Title)

Of _____ This _____ day of _____, 20__.
(Company Name)

Notary Public [seal of notary]

My commission expires: _____