



CITY COUNCIL AGENDA ITEM

November 5, 2013

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Gertrude Paraskevin, IT Director

Subject: Standard Purchasing Resolution 4: MITN Purchasing Cooperative – City of Ann Arbor – Premium Laser Compatible Ink and Toner Cartridges

History

On November 8, 2010 Troy City Council approved a two (2) year contract with the option to renew for two (2) additional years to provide laser compatible ink and toner cartridges on an as needed basis to Preferred Toner Solutions, LLC of Canton, MI; {Resolution #2010-11-247-J-4a}.

The City spends approximately \$25,000.00 per year on toner cartridges in various departments City-wide. The City of Troy is very satisfied with the cartridge performance as specified, and is also very satisfied with the service provided by Preferred Toner Solutions, LLC. Due to contract expiration a new bid process is required.

Purchasing

On August 9, 2013, the City of Ann Arbor obtained bids for premium laser compatible ink and toner cartridges (ITB-4296) via the Michigan Intergovernmental Trade Network (MITN) website of which the City of Troy is a member. The bid stated that the cartridges could not be refurbished or refilled. Additionally, all inner components had to be new. No reused parts were allowed except for the outer hard shell of the cartridges. The City of Ann Arbor reviewed the specifications for the cartridges bid by each company. After careful review it was determined that Preferred Toner Solutions, LLC was the lowest bidder meeting specifications and provided the best product and service guarantees.

Additionally, in August 2013, the City of Ann Arbor administratively awarded a two (2) year contract with an option to renew for two (2) additional one (1) year periods to Preferred Toner Solutions of Canton, MI to provide premium laser compatible ink and toner cartridges.

Financial

Funds for these materials are available through the 2013-2014 office supply accounts for each department.

Recommendation

City management recommends awarding a two (2) year contract for the purchase of premium laser compatible ink and toner cartridges on an as needed basis, with an option to renew for two (2) additional one (1) year periods to the lowest bidder meeting specifications, *Preferred Toner Solutions, LLC of Canton, MI*, as a result of a MITN Cooperative award hosted by the City of Ann Arbor; for an estimated annual total cost of \$25,000.00; not to exceed departmental budget limitations at unit prices contained in attached Appendix A; contract to expire in November 30, 2017.

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Appendix A
City of Ann Arbor ITB 4296
Preferred Toner Bid Response and Contract Price List

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107



Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 7th DAY OF August, 2013.

PREFERRED TONER SOLUTIONS, LLC

Bidder's Name

2006 Bellingham St.
Canton, MI 48188

Official Address

(734) 751-4180

Telephone Number

William Barber

Authorized Signature of Bidder

William Barber

(Print Name of Signer Above)

SECTION II
SCOPE OF WORK

The City of Ann Arbor is soliciting quotations for the purchase of premium compatible ink and toner cartridges and supplies for a two (2) year period, with an option to renew for two (2) additional 1-year periods. The City of Ann Arbor has numerous locations throughout the City that will be serviced under the contract awarded. The Vendor will be required to deliver its products to each of these locations on an as-needed basis. Cost includes delivery to various City-owned buildings located in Ann Arbor and to various units located at the Ann Arbor Municipal Building.

The City reserves the right to split or abstract any or all quotations and award multiple contracts for the same quotation, based on price, availability and service when, in its judgment, best serves the City of Ann Arbor; therefore, it is not necessary that you provide pricing for every item.

Vendor shall provide all new materials in original packaging where applicable.

****THE CITY WILL NOT ACCEPT BIDS FOR
REFURBISHED OR REFILLED CARTRIDGES****

Vendor shall indicate on the Bid Form a minimum order amount, if any, and service charge for any order below the minimum, if applicable.

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amounts of the quotation, or other mathematical error, the unit price quotation will govern.

It is recommended, but not required, that the Vendor be able to provide the City with a number of computer-generated reports by service area unit, individual location and by the City as a total as applicable.

It is recommended, but not required, that the Vendor designate an individual to support the supply system and provide a primary interface between the City and the Vendor.

All vendors shall include with their bid, a list of at least three (3) current references to whom comparable items have been sold. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of your bid as non-responsive.

Warranty/Guarantee

All warranties by manufacturer shall apply. Proposer shall, as part of its bid, **furnish its warranty/guarantee** for all goods to be furnished hereunder. Proposer shall be

obligated to replace all defects in material, which are discovered or exist during the warranty period; all transportation shall be at Proposer's expense.

Subcontractors and Assignment of Agreement and other Contractors

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts or omissions. The Vendor shall not assign the Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Vendor shall coordinate his/her work with theirs. If any part of the Vendor's work depends on the proper execution of any other contractor, the Vendor shall inspect and promptly report to the City any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other Vendor's work.

SPECIFICATIONS

Manufacturer Warranty information:

Describe your return/warranty policy: *Every PrecisePrint compatible cartridge is fully guaranteed and backed with a 100% no-questions-asked replacement policy. All defective cartridges will be immediately replaced at no charge.*

Acknowledge and agree that the City will not be assessed restocking or any other form of return charges for items. WB (initial here). Comments (if any):

Describe your policy in the event that a defective cartridge causes needed repairs or cleaning of a printer:

In the unlikely event that a defective cartridge necessitates the cleaning or repair of a printer, we will dispatch a technician to perform the needed service at no cost to the City.

Do you require a minimum order dollar amount? Yes ___ or No

If yes, what is the minimum order dollar amount: \$ _____

Do you require an "Additional Charge" for orders less than minimum?

Yes ___ or No

If yes, what is the dollar amount of the "Additional Charge?"

\$ _____

Do you publish your own full-line catalog? Yes or No ___

If not, what catalog do you use? _____

What is the catalog discount to the City? 10-30 % (depending on specific item)

Please include one (1) copy of the catalog you are using with your bid – additional copies may be requested at a later date. Yes or No _____

Additional products may be added to or deleted from the list during the contract term at the discretion of the City. For items not specified, provide a percentage (%) discount off manufacturer's list: 10-30 % off list or provide comments:

List the various methods for ordering products (i.e. telephone, fax, e-mail, on-line): ⇒ preferred

Do you offer on-line ordering? Yes or No _____

If yes, provide information on your Internet capability, including availability of on-line pricing. We have a custom web-order site for the City (www.PreferredTonerSolutions.com/a2gov)

How are Material Safety Data Sheets (MSDS) provided to the City? Electronically

What types of computer-generated reports are available to the City and how will they be provided (i.e., via Internet, mailed to City, etc.)? If none, indicate "none."

Electronic reports (via email) are provided at the request of the customer.

What is the time from placing order to on-site delivery?

Next-day delivery when order is received by 3:00 pm. Same-day delivery requests are also accommodated when possible.

All products under this Bid are to be delivered no more than three (3) days after receipt of order. Deliveries will be made between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday.

Describe your method of delivery and guaranteed delivery (example: your truck, common carrier, etc.)

Common carrier (e.g., UPS) or personal vehicle(s)

Note: If delivery is by your truck, the City requires insurance, naming the City of Ann Arbor as Additional Insured.

Cost includes delivery to various City-owned buildings located in Ann Arbor and Service Units located at the Ann Arbor Municipal Building. Acknowledge that the above pricing includes delivery WB (initial here).

Do you offer "desk-top" delivery to various departments located at City of Ann Arbor Building? Yes or No _____ Comments: _____

Does your company accept Purchasing Card transactions? Purchasing Card (P-card) transactions are processed through PayPal. P-cards must have Visa or MasterCard logo in order to be accepted.

**BID SHEET - PRICE PER CARTRIDGE
ITB-4296**

Printer	Cartridge	Low/Std. yield	High-yield
LaserJet 1022N	2000 Q2612A (12A)	44.95	
LaserJet 1300N	4000 Q2613X (13X)		49.95
LaserJet 1320N	6000 Q5949X (49X)		79.95
LaserJet 1505N	2000 CB436A (36A)	49.95	
LaserJet P1606	2100 CE278A (78A)	49.95	
LaserJet P2015	7000 Q7553X (53X)		89.95
LaserJet P2035	8500 CE505A (05A)	64.95	
LaserJet P2050	CE505X (05X)		109.95
LaserJet P2055	CE505X (05X)		109.95
LaserJet 2300	6000 Q2610A (10A)	64.95	
LaserJet CM2320	CC530A (Black)	79.95	
	CC531A (Cyan)	79.95	
	CC532A (Yellow)	79.95	
	CC533A (Magenta)	79.95	
LaserJet 2430	12000 Q6511X (11X)		124.95
LaserJet M2727	7000 Q7553X (53X)		89.95
LaserJet 2840	6000 Q3960A (Black)	54.95	
	Q3961A (Cyan)	54.95	
	Q3962A (Yellow)	54.95	
	Q3963A (Magenta)	54.95	
LaserJet CP3505	Q6470A (Black)	89.95	
	Q7581A (Cyan)		109.95
	Q7582A (Yellow)		109.95
	Q7583A (Magenta)		109.95
LaserJet 3800	Q6470A (Black)	89.95	
	Q7581A (Cyan)		109.95
	Q7582A (Yellow)		109.95
	Q7583A (Magenta)		109.95

LaserJet 4000	C4127X (27X) ^{10,000}		64.95		
LaserJet 4005	CB400A (Black)	119.95			
	CB401A (Cyan)	159.95			
	CB402A (Yellow)	159.95			
	CB403A (Magenta)	159.95			
LaserJet 4050	C4127X (27X) 10,000		64.95		
LaserJet 4100	C8061X (61X) 10,000		64.95		
LaserJet 4200	Q1338A (38A) 12,000	89.95			
LaserJet 4250	Q5942X (42X) 20,000		109.95		
LaserJet 4300	Q1339A (39A)	99.95			
LaserJet 4350	Q5942X (42X)		109.95		
LaserJet 4500	C4191A (Black)	49.95			
	C4192A (Cyan)	49.95			
	C4193A (Magenta)	49.95			
	C4194A (Yellow)	49.95			
LaserJet 4600	C9720A (Black)	104.95			
	C9721A (Cyan)	109.95			
	C9722A (Yellow)	109.95			
	C9723A (Magenta)	109.95			
LaserJet 4700	Q5950A (Black)	119.95			
	Q5951A (Cyan)	159.95			
	Q5952A (Yellow)	159.95			
	Q5953A (Magenta)	159.95			
LaserJet 8000	C3909A (09A)	99.95			
LaserJet M401	CF280X (80X)		104.95		
LaserJet M451	CE410X (Black)		76.95		
	CE411A (Cyan)	79.95			
	CE412A (Yellow)	79.95			
	CE413A (Magenta)	79.95			
LaserJet M601	CE390X (90X)		159.95		
	TOTALS	3358.15	+	2070.95	=
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