



Town of Windsor

Request for Proposals

Townwide Services for Multi-function Peripheral Printers

Proposals Due:

Friday May 17, 2019 @ 11:00 a.m.

*Finance Department
275 Broad Street
Windsor, CT 06095*

Townwide Copier Services

1. Statement of Intent

This Request for Proposals (RFP) defines the service standards, specifications and proposal requirements for copier services for the Town of Windsor, CT

The Town encourages prospective vendors to submit their best proposal possible. Vendors may propose (and are encouraged to do so) multiple scenarios or options for the services requested.

The Town is requesting proposals to begin this service **effective September 1, 2019** and continue for five (5) years.

The Town will award a contract to one vendor. Based on evaluation factors in this RFP, as well as what is in the best interest of the Town. The Town of Windsor reserves the right to reject any or all of the proposals submitted. The Town of Windsor reserves the right to negotiate the cost of the proposals and to award contract(s) to vendor(s) other than the vendor(s) with the lowest cost, if it is in the best interest of the Town.

2. Contract Information

These specifications shall be incorporated in a contract(s) between the Town and the successful vendor. All work performed in accordance with this contract shall comply in every respect with all applicable laws and safety standards of the federal, state and Town.

3. Special Provisions

The contractor agrees to comply with all Equal Employment Opportunity state and federal regulations and laws as may be applicable to the Contractor and will do nothing to cause the Town to come into violation of said regulations and laws and order.

4. Right to Terminate

The Town may at any time for its convenience and at its option, after giving the Contractor a thirty (30) day written notice, terminate the contract and the performance of the Services in which event the Town agrees to pay the contractor a sum for such portion of the Services as contractor shall have performed up to the time of such termination, as determined.

5. Insurance and Indemnification

The successful vendor(s) shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Windsor as the Additional Insured will be grounds for termination of the contract.

1. Commercial General Liability Insurance

The Contractor shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2. Commercial Automobile Liability Insurance

The Contractor shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The Contractor shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers.

Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The Contractor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

5. Professional Liability Insurance

The Contractor shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate.

Each Policy of Insurance, with the exception of Professional Liability and Worker's Compensation Policies shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty (30) days notice to the Town in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor shall be delivered to the Town prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

Indemnification:

The Contractor shall indemnify and hold harmless the Town of Windsor and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the performance of the work.

Court Litigation and Waiver of Jury Trial – Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation – All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties. This process shall be considered as a condition precedent to moving to court.

Equitable Relief – Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

6. Compliance with the Town of Windsor Code of Ethics

No former town employee in administrative pay grade 3 or above and no former board of education employee in a cabinet level position or above shall work for a private firm who has a contract with the Town at any time within six months after terminating service with the Town. If this occurs, the vendor could be subject to penalties up to and including contract termination. (Chapter 2, Article IV, Section 11. Sec. 2-30)

Proposal Submission

1. Submission and Deadline

All proposals must be received by **11:00 a.m., Friday May 17, 2019.**

The proposal(s) shall be placed in a sealed envelope and clearly marked "**Townwide Copier Services**"

Bidders shall submit three (3) copies of proposal documents and one (1) electronic version(thumb drive). Proposals received in response of this RFP shall remain the property of the Town of Windsor.

Proposals shall be addressed or delivered to:

Mr. James Bourke
Finance Director Town of Windsor
275 Broad Street
Windsor, Connecticut 06095

All proposals shall be opened publicly and recorded as received. **** There will be no public reading of Proposals. Proposals shall not be available for public inspection until after the selection process is complete.** Proposals may not be withdrawn for a period of 120 days. Proposals received later than the time and date specified will not be considered.

2. Pre-bid conference

A pre-bid conference will occur on:

Monday April 15th at 9:00 Am
Windsor Town Hall
Ludlow Room on the 1st floor
275 Broad St
Windsor, CT 06095

3. Questions and Addenda

Questions about this RFP may be directed to Paul Goldberg via email goldberg@townofwindsorct.com, no later than Friday April 26th. All information given by the Town except written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by any Vendor or prospective Vendor responding to this RFP against the Town.

Answers to these questions will be addressed in an addendum which will be issued on the Town of Windsor website at www.townofwindsorct.com. **It shall be the responsibility of the vendor to download this information before submitting their proposal(s). The Town of Windsor will not mail a separate hard copy of any Addendum/Addenda.** No addendum will be issued less than 7 calendar days before the scheduled due date unless it is to postpone the due date.

Qualifying Information

The Town shall require submission with the Proposal of the following supporting data regarding the qualifications of the proposer in order to determine whether the proposer is a qualified, responsible proposer. The proposer will be required to furnish the following information:

- (a) An itemized list of the Proposer's equipment available for use on the contract at the commencement period specified.
- (b) Evidence that the Proposer is in good standing under the laws of the State of Connecticut, and in the case of corporations organized under the laws of any other State, evidence that the Proposer is licensed to do business and in good standing under the laws of the State of Connecticut to a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
- (c) Evidence, in form and substance satisfactory to the Town, that the Proposer (or Proposers subsidiaries or affiliates) has been in existence for excess of five (5) years and possesses not less than two (2) years actual operating experience
- (d) Each proposal shall be irrevocable for a period not less than one hundred twenty (120) days from the opening thereof. The selected proposer shall execute the Agreement incorporating their submittal within five (5) days of delivery of the agreement.

Proposal Evaluation

1. Proposals in response to this RFP will be reviewed against criteria listed below.
 - a. The contractor's understanding of the service requirement(s), its purpose, scope and field as evidenced by the quality of the proposal submitted. This will include the background and experience of the Contractor in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the Town or for other municipal or private sector customers.
 - b. Competitiveness of cost proposal, although the Town is not bound to select the contractor who proposes the lowest cost for services. The Town reserves the right to make such awards, including accepting a proposal although not the lowest proposed cost, as it deems in its sole discretion to be in the best interest of the Town. The Town reserves the right to negotiate costs and modifications to the scope of the work with the selected contractor(s).
 - c. The quality and effectiveness of the background, qualifications, and relevant experience of individuals designated to provide services defined in the scope of services.
 - d. The contractor's responsiveness and compliance with the RFP requirements and conditions.
 - e. A review of references from other clients as provided in the Proposal submitted.
2. The Town reserves the right to short list the proposals received and arrange for interviews/oral presentations to the Town if so desired.

3. The Town reserves the right to negotiate with the selected Proposer(s) prior to an award of any contract(s) pursuant to this RFP.
4. The Town reserves the right to reject any and all proposals and to waive any informalities or technical defects in any proposal. The Town reserves the right to reject any proposals that are unbalanced to the detriment of the Town. Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Town, or that no proposal was accepted.

Scope and Specifications

The Town of Windsor currently provides basic copiers throughout town buildings. The use varies from ordinary business needs, replication of historic documents such as land records and birth records, citizens use of a pay per copy copier, scanning to PDF's to local networks and meeting documents.

The purpose of this solicitation is to obtain a Town-wide five (5) year contract for service, digital copier equipment and supplies. The Town presently leases and/or owns 26 copiers in eight (8) different buildings. Our present contract also include the Windsor Housing Authority (a commission that manages affordable housing in town) and the Windsor Volunteer Ambulance (a contractor for the Town of Windsor). 21 copiers are leased with the majority of the leases expiring in 2019. Our present contract is lease plus copy usage. Included in these costs are toner, other consumables such as staples and maintenance and parts. The maintenance contract for the machines the Town owns also includes toner, other consumables such as staples and maintenance and parts. Paper is acquired by the Town and not part of this RFP.

Additional Information:

- The bidder must be an officially authorized by the manufacturer of the proposed equipment to sell, support and service the equipment offered
- No allowance will be made for rate increases for the duration of the contract
- Machine removal, delivery and set-up. It is expected the vendor that is awarded the contract will assist in the transition of the removal of the existing copiers. All delivery vehicles will have lift gate capabilities as there are no loading docks at the various locations throughout town. A **written** schedule for delivery and set-up will be established to ensure the Town has the support staff in place for the delivery (IT, location manager/admin).
- Training will occur on the day of delivery, there are no exceptions to this requirement. Additional training will be provided as needed
- Copy machine supplies will be ordered and delivered to the individual locations of the copiers
- At the end of the lease the machines will be returned to the vendor at no cost to the Town
- Invoicing will vary by department, at the time of contacting a determination will be made of what locations receive an invoice directly and what location the invoices will be mailed to Information Services
- Machine performance/ service responsibility guarantee. Bidders must submit detailed information outlining both machine performance guarantees and technical service response guarantees. A procedure must be included for dispute resolution and replacement of unreliable machines. If a machine fails to operate for 90% of a thirty (30) day period, the Town reserves the right to require a replacement copier. If a machine has had eight or more service calls in a thirty (30) day period the Town reserves the right to require a replacement copier.
- Faxing-vendors are requested to present fax capability as an option, including internet based faxing.

Department name	Location	Yearly Usage Black/White	Yearly Usage Color	Make	Model	Lease term	Install date
Discovery Center	Discovery Center	47,427	9,434	SAVIN	MPC3003	10/6/2020	8/25/2015
Windsor Recreation	Northwest Park	30,226	N/A	SAVIN	920SP	9/29/2019	7/30/2014
Windsor Recreation	Northwest Park	13,131	N/A	SAVIN	MP301SPF	1/19/2022	12/28/2016
Windsor Housing Authority	Windsor Housing Authority	59,286	24,650	SAVIN	MPC3003	9/19/2019	8/13/2014
Windsor Volunteer Ambulance	WVA	6,565	4,399	SAVIN	MPC3003	9/18/2019	8/13/2014
Engineering	Copier Room 3rd Floor -wide printer	6060 ft	N/A	SAVIN	2404WDP	Owned	3/27/2009
Town Clerk	TOWN CLERK 2nd floor	13,000	N/A	SAVIN	9040B	Owned	7/30/2009
Development Services	Copy room 3rd floor	69,363	42,264	SAVIN	MPC6003	9/29/2019	9/3/2014
Tax Collection Office	Tax Collection office 2nd floor	31,106	7,516	SAVIN	MPC3003	9/29/2019	7/30/2014
Building Maintenance/Engineering	Building Maintenance/Engineering 3rd floor	32,168	22,420	SAVIN	MPC3003	9/29/2019	8/15/2014
Finance Department	Finance Department 2nd floor	44,653	31,494	SAVIN	MPC3003	9/29/2019	8/15/2014
Human Resources	Human Resources 3rd floor	21,721	18,716	SAVIN	MPC3003	9/29/2019	8/15/2014
Registrar's Office	Registrar's Office 2nd floor	2,064	N/A	SAVIN	920SP	9/29/2019	8/26/2014
Town Managers Office	Town Manager's Office 2nd floor	72,077	28,956	SAVIN	MPC6003	9/29/2019	9/3/2014
Building Department	Building Department 3rd floor	4,395	N/A	SAVIN	920SP	9/29/2019	9/15/2014
Finance Department	Payroll Suite 2nd floor	13322	N/A	SAVIN	920SP	8/5/2019	12/17/2014
Tax Assessor	Assessor's Office 2nd floor	55,230	5,714	SAVIN	MPC3003	10/6/2020	9/3/2015
Town Clerk	Town clerk 2nd floor	43,364	1,173	SAVIN	MPC3003	4/28/2021	4/20/2016
Library	Library-reference area			SAVIN	C9025	Owned	
Library	Library-children's area			SAVIN	C9025	Owned	
Library	Library-administrator area			SAVIN	MPC3003	Owned	
Library	Library-lending-Public machine			SAVIN	MPC3003	Owned	
Total Main Library Usage		90,800	37700				
Library	Wilson Branch Library	5,335	742	SAVIN	MP3055SPF	Owned	
Caring Connection	Caring Connection	26,697	24,462	SAVIN	MPC3003	3/25/2020	2/26/2015
Recreation Department	Recreation Department	10,269	N/A	SAVIN	920SP	9/29/2019	7/30/2014
Police Department	PD Copier Room	110,000	N/A	SAVIN	MP7502SP	10/15/2019	8/26/2014
Police Department	PD Records Division	7,293	671	SAVIN	MP305SPF	Owned	7/23/2015
Human Services/Recreation	Human Services/Recreation	341,021	37,905	SAVIN	MPC6004EX	6/28/2022	6/26/2017
Department of Public Works	DPW	31,124	N/A	SAVIN	MP 3053	9/29/2019	8/13/2014
	Total	1,120,888	250,340				

Copier specifics

- All equipment technology must be digital and be certified as new. Each model should be the latest generation offered by the respective manufacturer
- All proposed equipment will be of the same manufacturer
- All machines will have network capability with print/scan capabilities. The proposal shall include any requirements needed to have the proposed equipment networked to the Town's network
- All machines will be able to duplex, enlarge and reduce
- All machines should be able to handle a variety of paper weights and types
- All machines must have network and/or web based configuration, administration and accounting
- All machines must have the ability to enter in department or individual users ID for usage tracking
- The machines located at the libraries will not be replaced at this time, service and supplies will be purchased with this contract
- The Savin 2404 WDP is owned by the Town but service and supplies will be included in this contract
- Machines replacing the 920SP shall include the same base feature set as the 920SP
 - 21 PPM
 - Black and white
 - 2 ea. 550 sheet paper trays
 - 1 ea. 550 sheet paper tray as an option
 - Base cabinet with casters
- Machines replacing the MPC3003 shall include the same base feature set as the MPC3003
 - 30 PPM
 - Black and White/Color
 - 3 ea. 550 sheet paper trays
 - One tray capable of 11" x 17" paper
 - Casters
 - Finisher with stapler
- Machines replacing the MPC6003 shall include the same base feature set as the MPC6003
 - 60 PPM
 - Black and White/Color
 - 4 ea. 550 sheet paper trays
 - 1 ea. 1,500 sheet tray
 - Finisher with stapler
- Machine replacing the MP301SPF shall include the same base feature set as the MP301SPF
 - 31 PPM
 - 2 ea. 550 sheet trays
- Machine replacing the MP 7502SP shall include the same base features set as the MP 7502SP
 - 75 PPM
 - Black and white
 - Printing/scanning capabilities
 - 1 ea. 4,000 sheet storage
 - Finisher with stapler

- Machine replacing the MPC6004ex shall include the same base features set as the MPC6004ex
 - 60 PPM
 - Black and White/Color
 - Printing/scanning capabilities
 - 2 ea. 550 sheet trays
 - 1 ea. 1,500 sheet tray
 - Finisher with stapler
- Machine replacing the MP3053 shall include the same feature set as the MP3053
 - 30 PPM
 - Black and white
 - Printer/scanning capabilities
 - 2 ea. 550 sheet trays
 - Finisher with stapler
- Machine replacing the 9040B in the Town Clerks office will need to have the capability of large format book copying with a “Binder Minder”.
 - There is flexibility of PPM and other abilities due to the specialized need of this copier
 - Machine must be compatible with a Jamex Model 6557-70