



145 Dennison Road
Essex, CT 06426
860/581-8554 FAX: 860/581-8543
www.rivercog.org

Chester, Clinton, Cromwell,
Deep River, Durham, East Haddam,
East Hampton, Essex, Haddam,
Killingworth, Lyme, Middlefield,
Middletown, Old Lyme,
Old Saybrook, Portland, Westbrook

NOTICE OF BID

Lease or Purchase Plain Paper Color Copier with Maintenance

Sealed bids are invited and will be received by the Lower CT River Valley Council of Governments (RiverCOG), 145 Dennison Road, Essex, CT 06426-1361 until **5:00 p.m., Thursday, September 3rd, 2015** at which time and place they will be publicly opened and read aloud for furnishing a plain paper color copier with maintenance as specified.

The Information for Bidders, Form of Bid, Specifications, and other contract documents may be obtained or examined at the office of RiverCOG, 145 Dennison Road, Essex, CT or on their website at <http://www.RiverCOG.org>. Proposals must be submitted on the forms provided and in a sealed envelope plainly marked "**Bid – Lease or Purchase Plain Paper Copier**" AND digital copies emailed to PFernald@RiverCOG.org.

To receive consideration bids must be in the hands of RiverCOG office no later than the day and hour mentioned above.

RiverCOG reserves the right to accept or reject any or all bids, to waive any informality, or to accept any bid deemed in the best interests of RIVERCOG.

RiverCOG reserves the right to take into account the location of bidders within RiverCOG's region in awarding this bid.

All bids will be considered valid for a period of sixty (60) days.

Samuel S. Gold

Executive Director

Lower CT River Valley Council of Governments

Lower CT River Valley Council of Governments

INFORMATION FOR BIDDERS

Lease or Purchase Plain Paper Color Copier with Maintenance

BID OPENING: 10 a.m., Friday, September 4, 2015

PROPOSALS RECEIVED

All bids must be in a sealed envelope and received prior to **5:00 p.m., Thursday, September 3, 2015** at the Lower CT River Valley Council of Governments (RiverCOG), 145 Dennison Road, Essex, CT 06426-1361.

PREPARATION OF PROPOSALS

Proposals must be made upon forms contained herein. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he/she proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his/her Proposal correctly. If the Proposal is made by an individual, his/her name, address and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the Bidder, address, and the name of the project **"Bid – Lease or Purchase Plain Paper Copier"**. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Lower CT River Valley Council of Governments (RiverCOG), 145 Dennison Road, Essex, CT 06426-1361.

All information shall be entered in permanent markings (no pencils). Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink. Corrections and/or modifications received after the closing time specified will not be accepted.

SUBMISSION OF PROPOSALS

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

The bid award will be available upon request.

INCURRING COSTS

RiverCOG is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document.

FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint himself/herself with the exact existing conditions relating to the work and has fully informed himself/herself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his/her obligation to furnish the specified equipment for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

CONSIDERATION OF PRIOR SERVICE

Previous performance, quality of service and merchandise will be considered.

ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS

Addenda information will be available online at <http://www.RiverCOG.org>. Adobe Acrobat® Reader may be required to view this document. If you do not have Adobe Acrobat® Reader, you may download it for free from www.Adobe.com. It is strongly suggested that Bidders check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline.

At the time of the opening of bids, each Bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any Bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he/she may submit a written request for an interpretation to the Executive Director. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation should be *in writing* by email to PFernald@RiverCOG.org. Please include Copier Bid in the email subject line. To be given consideration, questions must be received by Monday, August 31st, 2015, before 2:00 p.m.. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be posted on RiverCOG's website www.RiverCOG.org, not later than forty-eight (48) hours prior to the date & time fixed for the closing of the bid. Failure of any Bidder to receive any such Addendum or interpretations shall not relieve any Bidder from any obligations under his/her bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on RiverCOG.

The specifications listed are to be interpreted as meaning the minimum acceptable by RiverCOG. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services other than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the

specifications requested herein must be clearly noted in writing and are to be included as a part of the bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- It is at least equal in quality, durability, appearance, strength and design.
- It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold RiverCOG, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his/her own expense, any and all actions brought against RiverCOG or himself/herself because of the unauthorized use of such articles.

QUOTATION LIMITATION

Bidders may offer two quotations, based on the following:

- 1) RiverCOG's purchase of the equipment, along with a five (5) year maintenance/supply agreement.
- 2) RiverCOG's five (5) year lease of the equipment, along with a five (5) year maintenance/supply agreement.

WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of **5:00 p.m., Thursday, September 3, 2015**. The successful agent/broker shall not withdraw, cancel or modify their proposal.

SUBCONTRACTORS

- Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form.
- Upon request, Bidder shall file with RiverCOG, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who may perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by RiverCOG.
- Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of RiverCOG.

Local subcontractors, material suppliers, and labor in the region of RiverCOG should be considered and sought insofar as is practical in the performance of this project.

QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, RiverCOG may consider his/her record in the performance of any contracts for similar work into which he/she may have previously entered. RiverCOG expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of RiverCOG, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, or state or local codes.

RiverCOG may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to RiverCOG all such information and data for this purpose as RiverCOG may request. RiverCOG reserves the right to reject any bid if the evidence submitted by bidder, or the investigation of such, fails to satisfy RiverCOG that such bidder is properly qualified, or shows that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS

More than the two proposals, as described above, from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than the two proposals for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

DELIVERY

The provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless RiverCOG shall authorize or direct a further delay, and shall proceed with the work diligently so as to permit completion on an agreed upon date after receipt of RiverCOG's Purchase Order.

Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by RiverCOG.

Prices quoted must include delivery to RiverCOG as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid. Time of delivery may be considered in the award.

PAYMENT

RiverCOG is a tax-exempt organization and will submit a CERT-134 to the winning bidder. RiverCOG is anticipating purchasing this equipment either outright using a 5 year maintenance/supply agreement, OR utilizing a five (5) year lease / financing with a five (5) year maintenance/supply agreement with a \$1.00 buyout at the conclusion of a lease.

Bidder must state the name of the finance company, interest rate factor, and amortization specifications.

Each lease / financing proposal shall clearly itemize the portion of each payment allocated to principal and interest. The aggregate amount of the payments shall constitute payment in full, subject to the payment of \$1.00 at the expiration of the term of a lease agreement.

Proposals should also include: Prepayment options and/or penalties

If a lease / financing option is chosen, the first payment, payable after inspection and acceptance of the copier, will be made directly to the finance company within 30 days of the final invoice. The first payment shall not exceed \$500 with the balance of payments being amortized over the remaining fifty-nine (59) months. Payments will be made to the finance company by RiverCOG on a monthly basis.

Time, in connection with any discount offered, will be computed from the date of delivery to RiverCOG or from the date a correct invoice is received by RiverCOG's Finance Department, if the latter date is later than the date of delivery.

SALES TAX

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself/herself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. RiverCOG will furnish the successful Bidder sales tax exemption authorization.

CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within RiverCOG's right of way. He/She shall make good any damages to the satisfaction of RiverCOG. There shall be no additional compensation made to the Bidder for the repair or restoration of private or public property.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

AWARD

RiverCOG reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

RiverCOG reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. RiverCOG shall determine which (if any) exceptions are acceptable, and this determination shall be final.

RiverCOG reserves the right:

- To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- To reject any or all bids, or any part thereof.
- To waive any informality in the bids.
- Take into account the residency of Bidders within the region of RiverCOG and/or the location of the Bidder's business within the region of RiverCOG in awarding this bid.
- Accept the bid that is in the best interest of RiverCOG. The Executive Director's decision shall be final.

IT IS UNDERSTOOD AND AGREED THAT, SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders are to attach a lease / financing amortization schedule, if applicable. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

Prices will be considered as **NET**, if no cash payment discount is shown.

The successful bidder shall submit invoices to the following address:

Lower CT River Valley Council of Governments
145 Dennison Road
Essex, CT 06426-1361

At the time of award, the successful bidder shall be required to supply RiverCOG a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

INSURANCE

The Bidder shall be responsible, at his/her own cost, for maintaining insurance coverage in force for the life of the contract, the type and adequate amounts to secure all of the Bidder's obligations under the contract with an insurance company licensed to write such insurance in Connecticut. The insurer shall provide RiverCOG with Certificates of Insurance signed by an authorized representative of the insurance company prior to the performance of this contract describing the coverage, and the insurer shall give RiverCOG written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Bidder's responsibility under this agreement.

The Bidder shall require the same insurance required to be carried by its subcontractors and independent contractors hired by the Bidder and to submit Certificates of Insurance to RiverCOG before subcontractors and independent contractors are permitted to begin work.

The Bidder shall require that RiverCOG, its employees, departments, boards, committees and commissions, be named as Additional Insured their Certificate of Insurance and on all subcontractor's and independent contractor's certificates before they are permitted to begin work.

The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against RiverCOG, and its officers, agents, servants and employees for losses arising from the work performed by each on this contract.

The Bidder assumes and agrees to hold harmless, indemnify, protect and defend RiverCOG against any and all liability for injuries and damages to Bidder and to Bidder's employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.

NONDISCRIMINATION IN EMPLOYMENT

The successful Bidder shall agree and warrant that, in the performance of this contract, he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, or Municipal law.

For further technical or administrative information contact Paula Fernald, via email at PFernald@RiverCOG.org with Copier Bid in the subject line.

Lower CT River Valley Council of Governments

Lease or Purchase Plain Paper Color Copier with Maintenance

TERMS

RiverCOG will evaluate and subsequently award this bid based upon the proposal that provides the most recent technology, capital cost, maintenance cost and ability to service equipment.

Proposals submitted must include a cost per copy inclusive of all maintenance and supplies, except paper, that is in effect for five (5) years. Historically, RiverCOG has an annual usage of approximately 110,000 black and white copies and 19,000 color copies.

Each firm submitting a proposal should include a form of agreement, which it would propose to use with respect to this transaction.

Proposals shall include:

- Purchase price of equipment, inclusive of shipping, installation, etc.
- Lease / financing proposals must include the name of the finance company, interest rate factor, and amortization specifications
- Cost per copy maintenance cost
- Time required for delivery after acceptance of proposal
- Prepayment options and/or penalties
- List of all accessories and appurtenances for the copier

At the request of RiverCOG, Bidder must have a demonstration unit of the model bid available for RiverCOG's personnel to view and test.

Bidder shall provide the names, telephone number and contact person of at least two organizations within this region that are recent owners of the same model bid.

RiverCOG shall bear all risk of loss and provide insurance coverage for the replacement value.

RiverCOG shall have the benefit of all warranties on the equipment purchased.

The proposal should be structured to provide maximum financial flexibility to RiverCOG.

Lease or Purchase Plain Paper Color Copier with Maintenance

COPIER SPECIFICATIONS

The following specifications were developed using a Xerox ColorQube 9203 copier as a minimum performance and quality standard. Bidders are encouraged to submit proposals meeting or exceeding these specifications regardless of manufacturer:

- Copy, Scan, Email, Network Scan, Print
- 50 Copies per Minute/Flexible to 85ppm
- Color, Duplex Scanner
- Scan to email, Network scanning, Scan to desktop, Scan to email, Scan to home, Scan to mailbox
- Scan file formats- JPEG, PDF, PDF/A, Searchable PDF and XPS, TIFF, multipage TIFF
- Duplex Printer
- 2 GB Memory/1 GHz Processor/80 GB Hard Drive
- Connectivity- 10/100/1000BaseTX Ethernet
- Energy Star Qualified
- Security- 802.1x, Audit log, Fax security, HTTPS (secure scan and network server), Hard disk encryption, IP filtering, IPsec, Image overwrite security, Lock printing of received faxes, Network authentication, Password protected device access, SNMPv3, Secure Print, Secure print protocol IPsec
- PDL- Adobe PostScript® 3™, PCL® 5c emulation, PCL® 6 emulation, PDF, XPS
- Paper Capacity-3,300-7,300
- High Capacity feeder – 4,000 sheets
- Handles paper, heavyweight, envelopes, labels, glossy, coated, covers, forms
- Standard to 11x17
- 100 Sheet Bypass
- Finisher w/Stapling/3 Hole Punch

Lower CT River Valley Council of Governments (RiverCOG),

145 Dennison Road, Essex, CT 06426-1361

BID PROPOSAL

Lease or Purchase Plain Paper Color Copier with Maintenance

BID DUE: 5:00 p.m., Thursday, September 3rd, 2015

BID OPENING: 10:00 a.m., Friday, September 4th, 2015

TO: Samuel S. Gold, Executive Director
Lower CT River Valley Council of Governments
145 Dennison Road
Essex, CT 06426

The undersigned, as bidder, agrees to furnish, deliver and install (and finance, if applicable) the copier as specified herein and declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm, or corporation; that he/she has carefully examined the terms and specifications of the proposed work; that no person or persons acting in any official capacity for RiverCOG is directly or indirectly interested therein or in any portion of the profit thereof; and that he/she proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with RiverCOG; to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified, in the manner and time therein prescribed, and according to the requirements of RiverCOG as therein set forth, and that he/she will take in full payment therefor, the following unit prices and lump sums, to wit:

FIRM _____
Name

Street Address

City State Zip Code
TELEPHONE NUMBER _____ FAX NUMBER _____

NAME _____
Please Print

EMAIL ADDRESS _____

SIGNED _____ DATE _____

PROPOSAL

Lease or Purchase Plain Paper Color Copier with Maintenance

Manufacturer _____ Model _____

Rated Copy Speed _____ CPM

Rated Monthly Volume _____

Copier Complete Per Specifications \$ _____

Warranty _____ Time limit, if applicable

_____ Number of Copies

*Cost per copy for five (5) year maintenance agreement:

\$ _____ per Black & White Copy Billed _____
(i.e. monthly, quarterly, annually)

\$ _____ per Color Copy Billed _____
(i.e. monthly, quarterly, annually)

\$ _____ per Color II Copy Billed _____
(i.e. monthly, quarterly, annually)

* Cost to include all consumables, repair parts and labor, excluding paper, based upon each copy.

Please include all equipment literature, specifications, maintenance terms and sample lease agreement with your proposal.

Time to Delivery _____ working Days

Have you taken any exceptions or have you deviated from our printed specification and if so, are such suggested changes clearly noted on the page provided for exceptions to specifications?

___ yes ___ no

EVALUATION CRITERIA STATEMENT

Successful vendor shall have the capability to perform on site, as well as in house service/maintenance/warranty work on the equipment proposed, within a four (4) hour period from the time of notification, and shall function as a factory authorized repair facility, and employ factory trained licensed technicians.

DOES THE VENDOR COMPLY WITH THESE CRITERIA? YES _____ NO _____

FINANCING PROPOSAL

This form is provided for the purpose of proposing lease / financing for the color copier as specified herein. As the exact configuration of vehicles will not be known until after evaluation, RiverCOG is requesting that proposals be structured to provide the most flexibility possible. Please understand that the first payment is limited to \$500.

Finance Company: _____

Contact Person _____
Telephone No. _____

	<u>Lease Factor</u>	<u>Payment</u>	<u>Payable</u>
Payment #1:		\$ 500.00	30 days after acceptance
Payments #2 through #59		\$ _____	
Payment #60 \$1.00 Buy Out		\$ <u>1.00</u>	

Attach Amortization Schedule to Proposal

Terms of lease payments _____

PROPOSED SUBCONTRACTORS

FIRM _____
Name

Street

City State Zip Code

CONTACT _____ TELEPHONE _____

Please Print
TYPE OF WORK TO BE PERFORMED _____

.....

FIRM _____
Name

Street

City State Zip Code

CONTACT _____ TELEPHONE _____

Please Print
TYPE OF WORK TO BE PERFORMED _____

.....

FIRM _____
Name

Street

City State Zip Code

CONTACT _____ TELEPHONE _____

Please Print
TYPE OF WORK TO BE PERFORMED _____

REFERENCES

Please list a minimum of three references of similar work performed within the last three years.

FIRM _____
Name

Street

City State Zip Code

CONTACT _____ TELEPHONE _____
Please Print

WORK PERFORMED _____

.....

FIRM _____
Name

Street

City State Zip Code

CONTACT _____ TELEPHONE _____
Please Print

WORK PERFORMED _____

.....

FIRM _____
Name

Street

City State Zip Code

CONTACT _____ TELEPHONE _____
Please Print

WORK PERFORMED _____
