

# The Connecticut General Assembly

## Joint Committee on Legislative Management

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## REQUEST FOR PROPOSAL (RFP)

### B&W PRINT PRODUCTION COPY MACHINES

**CONTRACT#: PRCH17REG0002**

**RFP ISSUANCE DATE: July 15, 2016**

**PROPOSAL DUE DATE: August 16, 2016 2:00 pm**

Official Agency Contact Information:

Tina Roy  
Office of Legislative Management  
300 Capitol Avenue  
Hartford, CT 06106

Email: [CGAPurchasing@cga.ct.gov](mailto:CGAPurchasing@cga.ct.gov)  
Phone: 860.240.0100

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## **LIST OF ATTACHMENTS**

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Attachment B Certification Form  
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## **PART A CONTRACT INFORMATION**

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### **A.1. Executive Summary**

The Connecticut General Assembly (CGA) is the legislative branch of government of the State of Connecticut. Through statutory enactments, the Joint Committee on Legislative Management is responsible for the coordination and management of legislative affairs and the supervision and approval of any and all legislative expenditures.

The Joint Committee on Legislative Management (JCLM) is comprised of the top legislative leaders from each political party and works through a subcommittee system. The Personnel Policies Subcommittee is comprised of the President Pro Tempore of the Senate, the Speaker of the House of Representatives, and the Majority and Minority Leaders of each chamber. The Subcommittee is responsible for establishing legislative personnel policies, guidelines, regulations, and salary schedules, and also approves legislative expenditures exceeding \$50,000.

**The JCLM, on behalf of the CGA, is seeking a vendor to provide seven (7) black and white print digital production copy machines for monthly rental and maintenance services. Machines will be placed at the Connecticut State Capitol, 210 Capitol Avenue, Hartford CT, and at the Legislative Office Building, 300 Capitol Avenue, Hartford, CT.**

### **A.2. Term of Contract**

Upon acceptance of the Proposal, JCLM shall initiate the formal contract. The Contractor shall execute the contract with the State of Connecticut for the complete performance specified therein. The contract is considered executed once it is signed by both parties. The term of the Contract resulting from this RFP shall commence upon date of execution of this Contract and end upon 36 months thereafter, with the option to extend this Contract up to an additional 12 months upon mutual agreement of both parties.

### **A.3. Terms and Conditions**

The terms and conditions that apply to this RFP and resulting Contract are included in Attachment I.

## **PART B SCOPE OF SERVICES**

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### **B.1. Copy Machine Rental**

Provide seven (7) black and white print digital production copy machines for monthly rental. Machines will be new and delivered to various offices of the CT State Capitol Complex. Up to three training sessions will be provided after delivery and installation, at no extra cost. The monthly rental fee will include scheduled preventive maintenance and service calls as needed. The monthly rental will also include labor, repair parts, drums, toner, developer, cleaning kits, staples, etc., except paper.

Copy machines shall maintain a minimum average 97% uptime for each unit. Uptime shall be based on a calendar month of thirty (30) days. If within ninety (90) days of the initial installation a machine fails to maintain a 97% uptime it shall be replaced at no additional cost to the CGA. After this time, up-time shall be calculated based on a thirty (30) day calendar month. Equipment that does not meet the performance standard of 97% up-time for three (3) consecutive months shall be replaced by the Contractor at no cost to the GGA. Equipment that

cannot be repaired during the term of the agreement, full service replacement, like for like machine, is required.

## **B.2. Specifications**

Machines will be provided in accordance with the Specifications below. Final order for placed machines may have some variation in feature requirements.

- Copy volume – up to 100,000 per month each machine
- Output speed – 110 pages per minute minimum
- Tray capacity – 5,000 pages total
- Output quality of 1,200 x 1,200 dpi
- 512 RAM and a 320 GB hard disk drive
- Capable of handling a stock range from 40 g/m to 300 g/m
- Capable of handling 20# copy paper to 110# card stock
- Capable of handling a media size up to offset-sized 13” x 19.2”
- 100 sheet stapler/finisher minimum
- 3-Hole puncher
- Scan-to-email and scan-to-folder functionality
- Color tilting control touch screen
- Print Job Management Interface (priced separately, will not be on every machine)

## **B.3. Scheduled Preventive Maintenance Services**

Contractor is required to perform preventive maintenance on each machine at no additional cost for labor, parts or materials. The frequency of scheduled visits will be based on copy volume and usage. Preventive maintenance services shall include but are not limited to software updates, diagnostic testing and adherence to the manufacturer’s recommendations to keep machines in reliable running condition. Preventive maintenance will be scheduled directly with the machine custodian of each office.

## **B.4. As-Needed Maintenance Services**

Contractor is required to respond to service calls on an as-needed basis at no additional cost for labor, parts or materials. Contractor will expedite the order of repair parts.

For “non-emergency” service calls, a technician must acknowledge the call by telephone within 2 hours of the service call being placed, and arrive on site to perform evaluation and repair within 24 hours. A service call is deemed a “non-emergency” if the machine is operable and there is no interruption in productivity. Services calls for operable machines may be performed during normal business hours. Normal business hours are defined as 8:00am to 5:00pm, Monday through Friday, excluding State of CT holidays (New Year’s Day, MLK Day, Lincoln’s Birthday, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus day, Veterans Day, Thanksgiving Day and Christmas Day). Non-emergency service calls performed outside of normal business hours are billable. The CGA shall provide Contractor with a list of persons authorized to request billable non-emergency services.

For “emergency” service calls, a technician must acknowledge the call by telephone within 2 hours of the service call being placed, and arrive on site to perform evaluation and repair within 4 hours. A service call is deemed an “emergency” if the machine is inoperable and the staff office is unable to complete its print jobs to support the CGA. Service calls for inoperable machines may be performed during normal business hours, however, during the months of April, May and June, extended hours for machine repair may be required, with 24 hour/ 7 days a week

coverage. Emergency service calls performed outside of normal business hours are not billable.

### **B.5. Protection/Safety Measures**

Caution shall be exercised by the awarded respondent at all times for the protection of persons and property, and all safety regulations and other provisions of applicable Federal, State and local laws must be observed. Building and construction codes, including the requirements of the Occupational Safety and Health Administration, shall be observed.

### **B.6. Subcontractors**

Subcontractors or other third party may not provide services under the Contract.

## **PART C COMPENSATION**

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### **C.1. Payment Terms**

The compensation for services shall be in accordance with the Proposal submitted, except as negotiated and amended in writing by both the CGA and the Respondent. All costs for which reimbursement will be sought and any prompt payment discounts shall be reflected on the Bid Form included in this RFP (Attachment A). Pricing shall remain fixed for the duration of the agreement.

Contractor invoices shall be submitted on a monthly basis. Payments shall be made by the CGA in arrears within (45) forty-five days (30 days for CT Certified SBE/MBE) of receipt of a properly prepared invoice. A properly prepared invoice is defined as a billing that is dated subsequent to the date the services have been received, the invoice period is indicated and charges are itemized.

### **C.2. Fifteen Dollar Minimum**

Pursuant to C.G.S. 2-71p(i), "Each contract for contractual services entered into by the committee on and after July 1, 2015, shall require the contractor awarded such contract, and each subcontractor of such contractor, to pay each of the contractor's or subcontractor's employees providing services under such contract a wage of at least (1) fifteen dollars per hour, or (2) if applicable, the amount required to be paid under subsection (b) of section 31-57f, whichever is greater. The provisions of this subsection shall not apply to any employee providing services under such contract who receives services from the Department of Developmental Services."

Pursuant to C.G.S. 8-71t(b), "On and after July 1, 2015, the committee shall not extend any personal service agreement or contract based on competitive negotiation under subsection (a) of this section unless such agreement or contract requires, or is modified to require, the personal service contractor or contractor, and each subcontractor of such personal service contractor or contractor, to pay each of the personal service contractor's, contractor's or subcontractor's employees providing services under such agreement or contract a wage of at least (1) fifteen dollars per hour, or (2) if applicable, the amount required to be paid under subsection (b) of section 31-57f, whichever is greater. The provisions of this subsection shall not apply to any employee providing services under such agreement or contract who receives services from the Department of Developmental Services."

### **C.3. Liquidated Damages**

Liquidated damages will be incurred as a result of a Contract breach. By law, the three requisite conditions to establish any liquidated damages are that: (1) the damage from a breach of

Contract was uncertain in amount or difficult to provide; (2) there was advance intent by the parties to establish liquidating damages in the event of a Contract breach; and (3) the amount stipulated was reasonable.

For every instance the contractor does not arrive on site to perform the repair within four (4) consecutive hours of the call being placed for emergency service, a \$100.00 credit shall be issued upon CGA's written request. For every instance in which the contractor does not arrive within twenty-four (24) consecutive hours of the call being placed for emergency service, a \$500.00 credit shall be issued upon CGA's written request. Credit issued as a result of liquidated damages will be applied on the next month's billing.

## **PART D PROPOSAL REQUIREMENTS**

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### **D.1. Response Documentation Required**

All completed responses are due by 2:00 pm on August 16, 2016. Respondents are required to submit one original Proposal package, and one copy, in a sealed envelope via conventional mail or courier to:

**CGA Purchasing, RFP# PRCH17REG0002  
Office of Legislative Management, Room 5100  
Legislative Office Building  
300 Capitol Avenue  
Hartford, CT 06106-1591**

Only written Proposals will be accepted. The CGA reserves the right to disqualify any Proposal which does not include the following documentation:

- a. Company Information: include Company description, location and years in business;
- b. Completed Attachment A Bid Form
- c. Completed Attachment B Certification Form
- d. Completed Attachment C Proof of Authorization

### **D.2. Documentation Required Prior to Contract Award**

The following documentation will be required before contract award, if not already on file:

1. Attachment D Gift and Campaign Certification
2. Attachment E CHRO Notification
3. Attachment F Non-Discrimination Form
4. Attachment G W-9
5. Attachment H Vendor Profile
6. Certificate of Insurance

## **PART E PROCUREMENT SCHEDULE**

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### **E.1. Deadline for Questions**

All questions must be submitted in writing by 2:00pm on Friday, July 29, 2016. These submissions must be sent via e-mail to [CGAPurchasing@cga.ct.gov](mailto:CGAPurchasing@cga.ct.gov), or conventional mail addressed to:

CGA Purchasing, RFP# PRCH17REG0002  
Office of Legislative Management, Room 5100  
Legislative Office Building  
300 Capitol Avenue  
Hartford, CT 06106-1591

**E.2. Amendments to Request for Proposal**

Response to written questions will be posted on the State Contracting Portal by Friday, August 5, 2016.

**E.3. Proposal Delivery**

Sealed Proposals must be delivered by 2:00pm on Tuesday, August 16, 2016, via conventional mail or courier, to the Office of Legislative Management address listed above.

**E. 5. Contract Award and Process**

All respondents will be notified of the Contract award once approved by the Legislative Leaders.

**PART F EVALUATION OF PROPOSALS**

**F.1 Mandatory Requirements**

CGA will determine if all Proposals are complete submissions. The CGA has the sole discretion to decide if Proposals are nonresponsive to this RFP.

**F.2 Qualitative Elements**

Once it is determined that the Proposal(s) are complete submissions, the Proposal will be reviewed by the Evaluation Committee. Selected vendors will be contacted to schedule a demonstration of the proposed machine. The following criteria will be considered:

- a. Price
- b. Proposed machine meets the minimum requirements of the specifications
- b. Demonstrated technical ability
- c. Contractor approach to service and maintenance

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