



# Samford University

*Office of Business Services*  
Purchasing Department  
800 Lakeshore Drive  
Birmingham, AL 35229

## **REQUEST FOR PROPOSAL**

For

Print Shop Equipment  
With Traffic Control Print Management System

**SAMFORD UNIVERSITY**  
Office of Business Services  
Purchasing Department  
800 Lakeshore Drive  
Birmingham, AL 35229

**REQUEST FOR PROPOSAL**

For

**Print Shop Equipment with  
Traffic Control Print  
Management System**

Samford University is requesting proposals from qualified Responders for **Print Shop Equipment with Traffic Control Print Management System**. It is our intent to receive sealed proposals from qualified Responders, demonstrating the capability to provide the quality of product and/or service required to meet the needs and objectives of the University.

Sealed requests for proposals (RFP) for furnishing and delivering the attached products and/or services for Samford University must be received by the Office of Business Services, Purchasing Department, 800 Lakeshore Drive, Birmingham, AL 35229 by **2:00 p.m. Local Time, August 13, 2021** at which time they will be received and opened. Information contained in the proposals will not be open for public inspection.

Responders are requested to submit a proposal, which is directly responsive to the items, conditions, specifications, and other documents referred to in this Request for Proposal. The University encourages alternate proposals, which may result in cost reductions, technical superiority, and/or other advantages, but must be clearly labeled as an alternate proposal. These alternate proposals should be submitted in addition to the Responders responsive proposal to this Request for Proposal.

It is the responsibility of each Responder to become familiar with the project requirements. Prepare any questions and submit them by email to Purchasing no later than **3:00 p.m. Local Time on July 30, 2021**. Lack of knowledge concerning the project requirements will not relieve the Responder of conditions submitted in response to this proposal. It is the Responder's responsibility to verify all existing conditions.

Responders are to respond to all requests for information and questions as listed in this Request for Proposal. Responders failing to provide required information may be deemed non-responsive and their bid proposals may not be considered for award. All University forms are to be completed and returned. Failure to complete the University forms may disqualify your Proposal. These forms will be a primary source of information for the proposal evaluation process along with any additional response pages, exception pages, and other Responder provided material the University may deem as informational to the selection and decision process.

All proposals **MUST** be valid for a period of at least ninety (90) days from the above date of Proposal opening. It is requested that one (1) original and six (6) copies of the proposal be submitted as well as an electronic version. Mark your responses accordingly, i.e. "Original" or "Copy"

Samford University reserves the right to reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal which does not materially affect the integrity or effectiveness of the competitive Proposal process; and unless otherwise specified by the Responder on their proposal, to accept any item or group of items in the proposal.

The University reserves the right to evaluate Proposals in detail, as provided in this Request for Proposal, and to award a contract, which, in the exercise of reasonable discretion, the University determines to be in its best interest.

If it is determined that no responsive Proposals are received by the University, the University reserves the right to negotiate on the best terms and conditions at the best possible price.

The University reserves the right to conduct discussions with any or all respondents to this request for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, schedule, and price.

The winning Responder's proposal and this RFP shall become part of any contract that is negotiated with the successful organization unless modified in writing by the contract.

Wade Walker  
Director of Business Services  
Samford University

Samford University  
Office of Business Services  
Purchasing Department  
800 Lakeshore Drive  
Birmingham, AL 35229

**REQUEST FOR PROPOSAL**

For

**Print Shop Equipment with  
Traffic Control Print  
Management System**

I/we, the undersigned, having carefully examined the specifications and conditions of this proposal, and fully understanding the type and quality of the product(s) and/or service(s) required, hereby propose to supply the following product(s) and/or service(s) at the prices stated and certify that such prices include all costs of installation, transportation, packaging, delivery, storage, taxes, and service under warranty, F.O.B. Destination to the designated University location

Samford University requests Proposal responses for Print Shop Equipment as per the attached specifications, proposal pages, and general Proposal conditions.

All questions concerning this Proposal are to be directed to Wade Walker, phone (205) 726-2916, e-mail [pwalker@samford.edu](mailto:pwalker@samford.edu).

FIRM NAME \_\_\_\_\_ BY (PRINT) \_\_\_\_\_

ADDRESS \_\_\_\_\_ SIGNATURE \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_ DATE: \_\_\_\_\_

## **Executive Summary**

### **A. Purpose**

This Request for Proposal (“RFP”) is being issued to establish one contract with one qualified Vendor who will provide copier services at Samford University “Samford”, “University” as further described in this RFP. It is our intent to receive sealed proposals from qualified Bidders, demonstrating the capability to provide the quality of product and service required to meet the needs and objectives of the University.

Samford University seeks a comprehensive and integrated Print Shop program that will provide a quality printing for the students, faculty, staff, and guests of the University.

### **B. About Samford University**

Samford is a premier nationally ranked Christian university offering undergraduate programs grounded in the liberal arts and a distinct blend of graduate and professional schools. Founded in 1841, Samford is the 87th-oldest institution of higher learning in the United States. The *Wall Street Journal/Times Higher Education* ranks Samford 3rd in the nation for student engagement. *U.S. News & World Report* ranks Samford 40th in the nation for best undergraduate teaching and 100th for best value. Samford enrolls 5,692 students from 46 states and 28 countries in its 10 academic schools. Samford fields 17 NCAA Division I teams that compete in the tradition-rich Southern Conference.

### **C. Mission**

The mission of Samford University is to nurture persons in the development of their intellect, creativity, faith, and personhood. As a Christian university, the community fosters academic, career, and ethical competency, while encouraging social and civic responsibility, and service to others.

### **D. Overview of the RFP Process**

The objective of the RFP is to select one qualified Vendor to provide the goods and services outlined in this RFP to Samford University. This RFP process will be conducted to gather and evaluate responses from Vendors for potential award. All qualified Vendors are invited to participate by submitting responses, as further defined below.

All responders understand that the University maintains the exclusive right to make the selection of the copier and print service vendor, or no selection at all, with such decisions being in its sole and absolute discretion.

### **E. Financial Objectives**

- The University intends to accept the proposal response that embraces the best interests of the University from a service, financial, and cultural viewpoint.
- The University will seek to attain maximum value at minimum cost.
- The Vendor will be responsible for and agrees to pay all costs associated with the successful performance of the copier services, except as noted elsewhere in this RFP or in the final

Operating Contract. The Vendor shall be responsible for any and all net losses on operations and shall not be reimbursed by the University for such losses.

SAMFORD UNIVERSITY

Request for Proposal

The following sections of this Request for Proposal, are being provided as an aid to insure that your Proposal is complete, considers all aspects of the Request for Proposal, and will, therefore, be considered responsive when reviewed by the University.

Section 1.0	Proposal Submittal Requirements
Section 2.0	Terms and Conditions
Section 3.0	General Requirements and Information
Section 4.0	Specifications for <u>Print Shop Equipment</u>
Section 5.0	Pricing Schedule
Section 6.0	Vendor Response

## SECTION 1.0: PROPOSAL SUBMITTAL REQUIREMENTS

### 1.1 Delivery of Proposal

Sealed requests for proposals (RFP) for furnishing, delivering, and installing the attached products and/or services for Samford University must be received by the Office of Business Services, Purchasing Department, 800 Lakeshore Drive, Birmingham, AL 35229 by **2:00 p.m. Local Time, on August 13, 2021** at which time they will be received and opened. Information contained in the proposals will not be open for public inspection. It is requested that one (1) original, six (6) copies and one electronic version of your proposal be submitted, mark your responses accordingly, i.e. "Original" or "Copy".

#### **Submit proposals as follows:**

Samford University  
Office of Business Services  
Purchasing Department  
800 Lakeshore Drive  
Birmingham, AL 35229

### 1.2 Caution

Responders are cautioned to read this document carefully and to prepare and submit their Proposal providing all information requested in accordance with the format chronology, etc., as set forth herein. Proposals must be dated and signed by an official authorized to bind the Responder to its provisions. Proposals must remain in force for at least ninety (90) days from the date for submission of proposals.

### 1.3 Responder Responsibilities

It is the responsibility of each Responder to become familiar with the project requirements. Prepare any questions and submit them by email to [pwalker@samford.edu](mailto:pwalker@samford.edu) no later than **3:00 p.m. Local Time on July 30, 2021**. Lack of knowledge concerning the project requirements will not relieve the Responder of conditions submitted in response to this proposal. It is the Responder's responsibility to verify all existing conditions.

### 1.4 Responder Questions, Clarifications, and Addenda Interpretation:

It is the responsibility of Responders to obtain information and clarifications as provided below. The University is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Request for Proposal by any Responder.

No interpretation related to the meaning of proposal specifications or other pre-RFP documents will be made orally to any Responder by the University. Any request for RFP interpretation shall be put in writing and emailed to [pwalker@samford.edu](mailto:pwalker@samford.edu).

In order to be given consideration, requests for interpretation must be received by **3:00 p.m. Local Time, on July 30, 2021**. Any and all interpretations and any supplemental instructions provided by the University shall be in the form of written addenda to the specifications, which if issued, will be mailed or faxed to all prospective Responders. Failure of any Responder to receive any such addenda shall not relieve the Responder from any obligations specified in the Proposal. All written addenda shall become a part of the final contract document.

The Responders are solely responsible for providing their correct addresses and fax numbers for any response to inquiries. The University is not responsible for lost or undeliverable responses.

### **1.5 RFP Response**

RFP Response should be returned in an envelope marked clearly “**RFP Response**”. Only in this manner can you be assured that your proposal will be in the hands of the University at the time of the response opening. If you are delivering your response in person, it should be sealed and submitted in a clearly marked envelope and given to an authorized member of the purchasing staff.

### **1.6 Evaluation**

The University will not be responsible for any costs incurred in preparation of the Responder’s proposal. Factors such as, but not limited to technical performance, installations, expandability, delivery, quality, schedule, design, and price will be taken into consideration in the evaluation of the Responder’s proposal. The University reserves the right to accept or reject any and all proposals. Issuance of this Request for Proposal does not obligate the University to award a purchase order.

### **1.7 Responder Qualification:**

The University may make any investigations deemed necessary to determine the ability of the Responder to perform the specifications of this proposal. The Responder shall furnish the University with pertinent information and data upon request. The University reserves the right to reject any Proposal based on the facts resulting from an investigation which indicate that a Responder is not properly qualified to carry out the obligations of the contract. Conditional proposals will not be considered.

### **1.8 Exceptions:**

Any exceptions with respect to the specifications, technical criteria, data requirements, terms and conditions, delivery schedules, or the use of the technical data submitted **MUST** be specified in writing as part of the required proposal. Specific reference must be made to the paragraph numbers or other identifying criteria with respect to any exceptions proposed by the Responder. Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions will be recognized by the University, and any resulting award will be issued on the basis that no exceptions exist and the Responder will be held responsible for compliance to the detail of all specifications and conditions. The University reserves the right to analyze exceptions in detail. The foregoing criteria also applies to all referenced and subsidiary specifications set forth as part of the technical requirements.

### **1.9 Proposal Withdrawal:**

Any proposal may be withdrawn prior to the above scheduled time for the opening. Any proposal received after the time and date specified shall not be considered. No Responder may withdraw a Proposal within 90 days after the actual date of the proposal opening.

### **1.10 Confidentiality:**

All pricing regarding this Request for Proposal will be kept confidential.

### **1.11 Building Rules and Regulations:**

Employees of the Vendor and its Subcontractors shall comply with all instructions, pertaining to conduct and building regulations issued by representatives of the University. The University reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the University campus are tobacco-free. Use of tobacco products is not permitted in any area inside University buildings. The Vendor is expected to respect this tobacco-free policy and fully comply with it.



**1.12 Adjoining Premises:**

The Vendor shall take precautions to avoid damage to adjacent buildings, facilities, utilities, ground resources, trees and landscape amenities, etc. and carry out any necessary temporary and/or permanent repairs for which the Vendor is legally liable.

**SECTION 2.0: TERMS AND CONDITIONS**

In addition to the SAMFORD UNIVERSITY Standard Terms and Conditions contained herein, the following terms and conditions will be binding upon the successful vendor in the event that a purchase order is issued.

*These Terms and Conditions are as follows:*

**2.1 Delivery:**

Successful vendor shall bear all costs related to service.

**2.2 Substitutions:**

Vendor shall not substitute materials or accessories without written consent of the University.

**2.3 Termination of Contract:**

Upon 90 days prior written notice, either party may terminate any of the services specified in an order form. Upon termination, Samford shall pay all fees and charges incurred by Samford through the date of termination.

**2.4 Termination for Cause:**

Samford University may terminate the contract resulting from this Request for Proposal at any time if the Vendor fails to carry out its terms or fails to make substantial progress toward the fulfillment to terms, as specified in this document and resulting contract documents. In such an event, Samford University shall provide the Vendor with a thirty (30) day written notice of conditions, which endanger contract performance. If after such notice, the Vendor fails to remedy these conditions, Samford University may issue an order to the Vendor for immediate cancellation of the contract.

**2.5 Termination for Other Reasons:**

By mutual agreement of both parties, upon receipt and acceptance of not less than sixty (60) days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

**2.6 Default of Vendor:**

The successful Responder, upon failure or refusal to execute and deliver the materials contained in the Purchase Order after having received notice of the acceptance of its proposal, shall forfeit to the University the security deposit submitted with their proposal, (if applicable).

**2.7 Subcontracting:**

Vendor shall not subcontract all or substantially all work on any article to be supplied under the contract without prior written approval of the University. Vendor shall be held responsible for all services provided for in the RFP. No third party Vendors will be accepted without the written consent of the university.

**2.8 Contract Assignment:**

Contracts established as a result of this proposal shall not be transferred or assigned without prior written consent of the University.

**2.9 Indemnity:**

Vendor in connection with the performance of the purchase order may send any of its agents or employees onto premises owned or controlled by the University. Vendor shall provide safety protection for persons and property in accordance with all applicable laws and regulations and indemnify and save harmless the University from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the work.

**2.10 Governing Law:**

The laws of the State of Alabama and the purchasing policies and regulations of Samford University shall govern and control all aspects of this procurement transaction and the contract awarded to the successful Responder.

**2.11 Force Majeure:**

Vendor shall not be held liable for delays in manufacturing or delivery resulting from any circumstances beyond vendor's reasonable control, not occasioned by vendor fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, or wars. Upon the happening of any circumstances or causes aforesaid, the vendor shall notify the University without delay and any relief granted to the vendor shall be limited to an extension of delivery dates or times of performance to the extent caused.

**2.12 Previous Agreements:**

This Request For Proposal and any resulting purchase order and/or contract cancels and supersedes any prior understandings or agreements between the party's relating to the subject matter hereof. The purchase order and/or contract, and the contained specification, incorporated by reference herein express the complete and final understanding of the parties with respect thereof, and may not be changed in any way except by an instrument in writing signed by both parties.

**2.13 Disputes:**

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**2.14 Federal, State and Local Taxes:**

Merchandise purchased for the exclusive use of Samford University is exempt from sales tax by Act. No 100, Section 33, Paragraph (n), second Special Session of the Alabama Legislature, 1959. Merchandise purchased for the exclusive use of Samford University is exempt from Federal Excise Tax. Certification of these exemptions will be provided to the successful Responder upon request.

**2.15 Applicable Documents/Documents Contained Herein:**

Standard University contract documents, as attached, shall be executed by the successful Responder and its insurer within fifteen (15) days upon notice of award of contract.

**Vendor's Certificate of Insurance** - Successful Responders will be required to furnish a certificate of insurance with coverage to include but not limited to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file in the Purchasing Department prior to any commencement of work. It is absolutely necessary that "**Samford University**" be added to the face of the certificate for all coverage except worker's compensation.

**2.16 Power of Attorney:**

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**2.17 Sexual Harassment:**

Federal Law and the policies of Samford University prohibit sexual harassment of University employees and students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees or a hostile or offensive academic environment for University students. University Vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees or students. The employer of any person who the University in its reasonable judgment determines has committed an act of sexual harassment agrees as a term and condition of this contract to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

**2.18 Interpretation of Conflicts:**

Should conflicts occur, the Vendor shall request an interpretation from the University before proceeding with the work. If a Vendor fails to make such a request, no excuse will be entertained for failure to carry out the specified work in a satisfactory manner.

**2.19 Collusive Proposal:**

The Responder's signature on this proposal is their guarantee that the prices quoted have been arrived at without collusion with other eligible Responders, and without effort to preclude the University from obtaining the lowest competitive price.

**SECTION 3.0: GENERAL REQUIREMENTS AND INFORMATION**

**3.1 Purpose:**

The purpose of this request for proposal (RFP) is to provide prospective vendors with information to enable them to prepare and submit a proposal for Copier Service. It is the intent of Samford University to make a single award to one prime vendor. This RFP will begin the process of evaluation and negotiation, which may lead to a contract between the University and a selected vendor. If no responsive Proposals are received by the University, the University reserves the right to negotiate on the best terms and conditions at the best possible price.

### 3.2 Performance Bond

Upon award of the contract, the selected vendor may be required to provide an annual \$300,000 (Three-hundred thousand Dollar) performance bond for each year the contract is in effect. The performance bond required must be acquired upon contract award at the vendor's expense. The purpose of this bond is to protect Samford University in the event of default on one or more of the contract terms by the supplier chosen. The bond is in an amount sufficient to reimburse the University for the full amount of its anticipated business risk under the contract, and includes provision for both the time and expense which would be incurred by University in obtaining an alternate vendor in the event of contractual default. The amount of the bond does not include punitive damages. The bond also does not prevent the exercise by the University of any other remedies available to the University, in whole or in part, under current Federal and State Statutes, in the event of contractual default.

### 3.3 Evaluation Process

Proposals will be evaluated and a contract awarded in compliance with the Samford University Purchasing Policy. The award of a contract shall be made to the most responsive Responder, taking into consideration the best interests of the University, the quality or performance of any articles or services to be purchased, their conformity with specifications, the purpose for which required, design, the time of delivery and performance, the result of the rankings of your proposal by the committee, along with appropriate input from customers, oral presentations, and any other information the University may deem appropriate. If ALL Responders fail to meet a specification the University reserves the right to delete that specification. This process also includes, but is not limited to, the following criteria to assist in the determination of the successful Responder.

Pricing                      Value Added Services                      Overall Company Evaluation

Once the most responsive vendor is determined, the University may conduct further negotiations, and/or request presentations and demonstrations to assist in the clarification of contract terms and conditions.

## SECTION 4.0:                      Scope

### 4.1 SCOPE OF PROPOSAL

- 4.2.1 The intent of this request is to obtain competitive pricing for Print Shop Equipment from a certified dealer at Samford University.
  - 4.2.1.1 The cost per image service agreement would include the cost of all operating supplies. (i.e. all toner, developer, fuser oil, staples, etc. with the only exception to this being paper).
  - 4.2.1.2 For all devices installed vendor agrees to provide maintenance service to all university departments.
  - 4.2.1.3 **Site Manager** Vendor may designate an on-site technical manager who will be empowered to make decisions to ensure that the contract implementation and the day-to-day operation is as specified and who will serve as the point of contact for the university. Among the duties will be to: deliver supplies to the contracted machines on campus; do meter reads; assist program administrator in the evaluation and specifying of equipment; maintain equipment in a clean and presentable manner; accept and

perform maintenance calls from the various campus users and dispatch technicians when required. The university reserves the right to effect a change in the site manager position if service is unsatisfactory. **The cost of the site manager should be incorporated in the cost of equipment and not listed as a separate item.**

- 4.2.1.4 The successful Vendor shall have the capability of providing the University with connectable copier/printer devices for digital copiers.
- 4.2.1.5 Each unit shall have a base configuration of copy/print/scan with no charge for scanning.
- 4.2.1.6 All equipment shall be equipped with a non-resettable count meter.
- 4.2.1.7 This is a firm-fixed price contract. All prices shall remain firm for the initial four-year contract period. The successful Vendor shall charge the University on a cost-per-copy/rental basis (See Section 5).
- 4.2.1.8 The bid price per image shall include any and all applicable taxes and costs associated with the administration of the service, including, but not limited to all items bid, training, dedicated technician(s), delivery of supplies and removal of the equipment upon termination of this contract. **Monthly Rental shall include cost of all equipment**
- 4.2.1.9 All equipment must be new and of the most current available technology.
- 4.2.1.10 Pricing should include network installation assistance to be coordinated through the university IT department. Awarded vendor must have qualified local analysts available to provide support for connectivity portion.
- 4.2.1.11 Vendor shall include unlimited staff training.
- 4.2.1.12 Copy/print credits will be used for all copies/prints determined not acceptable by the university including all copies/prints run by service technicians.
- 4.2.1.13 Defective equipment will be replaced at the request of and at no expense to the university with a like kind machine.
- 4.2.1.14 Equipment will be removed at the end of lease with no charges to the university.
- 4.2.1.15 Vendor shall make available, at no additional cost, loaner machines to replace units during repairs if unit requires off site shipment.
- 4.2.1.16 All used supplies must be recycled by vendor at no additional cost to the university.

## **4.2 PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES**

- 4.3.1 The quantities specified in this request are estimates only, and are given for information and for the purpose of proposal evaluation. They do not indicate the actual number of copies, which will be made, since such volume will depend upon requirements, which may develop during the contract period. (The University reserves the right to use quantities different from those specified in the proposal.)
- 4.3.2 The University shall make every effort to ensure that the placement of copiers, by volume classification, are directly related to the estimated average monthly volume of copies produced at a given copier location. After the transition period; if there is overuse/underuse for three consecutive months at any location, the Vendor may recommend in writing to replace with a correct volume machine. The University shall be the sole judge of the final decision as to whether the volume classification of a given machine is appropriate for its site placement.

## **4.3 TERM OF CONTRACT**

- 4.4.1 The contract term shall be for a period of four years with an option for the university to extend one additional year. All prices shall remain firm for the initial four-year contract period. **Projected date of implementation is August 30, 2021 but subject to change.**

#### **4.4 UPGRADE/DOWNGRADE/REPLACEMENT AND/OR ADDITIONAL EQUIPMENT**

- 4.5.1 The successful Vendor shall be required to provide upgrading, downgrading and replacement of equipment as is necessary and/or the installation of additional equipment, which may be required during the terms of the contract. However, it should be noted that agreements for additional units or for units upgraded/downgraded and/or replaced will be terminated at the end of the contract period. **Under no circumstances will the University consider an agreement, which automatically extends the original start, and/or termination date of the contract, should additional units be required.**
- 4.5.2 The University shall endeavor to the best of its ability, when there is a requirement by a department to upgrade/downgrade and/or replace installed equipment, to relocate such installed equipment to an area with a similar requirement, within the University. For replacing current owned or leased equipment with residual value: The depreciated value, or lease payoff and any remaining payments, will be provided by the university program administrator. The University Program Administrator and the Vendor will then make an appraisal of the equipment to determine appropriate amount for which Vendor will reimburse the University.
- 4.5.3 During the term of a contract resulting from this RFP, the Vendor and the University recognizes that existing copier models will be phased out and new models and/or technology will be manufactured and introduced. The University expects to receive the benefits from copiers that incorporate the advantages of the latest models/technology. Therefore, it will be the Vendor's responsibility to:
- 4.5.3.1 Inform the University at least ninety (90) calendar days in advance about products by segment, which will be phased out, and a new product will be introduced.
  - 4.5.3.2 Make recommendations to the University as to which new replacement models should be offered. Any replacement model must meet and/or exceed the minimum equipment specifications by segment as specified herein.

#### **4.6 QUALIFICATIONS**

- 4.6.1 At the time of award and throughout the contract period Vendor must be a factory authorized distributor or an authorized dealership with factory trained service technicians, fully qualified to service all of the installed machines with genuine factory parts.
- 4.6.2 Vendor must include with the response, a certification from the manufacturer, executed by a corporate officer, stating that the Vendor is an authorized representative for the manufacturer. Manufacturer shall guarantee the availability of all components and parts for the contract period. Manufacturer shall guarantee a continuance of contract at the same pricing and terms and conditions if the vendor defaults. Manufacturer shall guarantee a continuance of maintenance by the manufacturer or authorized representative in the event that a chosen distributor of product/equipment is deemed incapable of providing such maintenance.
- 4.6.3 Where Vendors are offering multiple brands or represent more than one manufacturer, the University requires a statement from the respective Manufacturer outlining the support that they will provide the Vendor.

#### **4.7 RESPONSIBILITY AND TASKS**

- 4.7.1 The Vendor shall hold title to all equipment and accessories provided under this contract and are responsible for any/all personal property taxes.

- 4.7.2 Even though the copiers and accessories will be installed on University premises, the University shall be relieved from risk of loss or damage during the period of transportation, installation and during the entire time the equipment is in the possession of the University (except when loss or damage is due to fault or negligence by the University). If damage or loss occurs to the installed equipment caused by negligence or willful act by the University, reimbursement will be made as follows:
- 4.7.2.1 The Vendor shall submit an invoice and a written damage or loss evaluation/claim to the University's Purchasing Department.
  - 4.7.2.2 If the damaged equipment can be repaired, the Vendor will invoice the University at the Vendor's lowest current price rates for parts and labor.
  - 4.7.2.3 If a copier needs to be replaced, the University will negotiate with the Vendor to arrive at the depreciated value of the replacement unit.
- 4.7.3 Vendor shall ensure that all equipment and/or supplies will be delivered to the sites in accordance to the dates furnished by the designated program administrator.
- 4.7.4 Vendor shall provide and pay for all material, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly plus inspection before, during and after installation of all items specified herein.
- 4.7.5 Vendor shall be responsible for all materials shipped prior to and during installation until acceptance is given in writing by the University. All risk of loss or expense associated with storing materials prior to the date of acceptance by the University is the responsibility of the Vendor.
- 4.7.6 The Vendor is responsible for any damage to the premises of any University site as a result of the installation and shall repair and restore to the original condition any area so damaged within the time frame designated by the University.
- 4.7.7 Vendor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish, tools, installation equipment, machinery and surplus materials during the work process and through completion thereof.
- 4.7.8 The Vendor shall remove all crates, wrappings and other flammable waste material or trash from the building. If University premises are not maintained properly, the University may have any accumulations of non-recyclable waste material or trash removed with all costs incurred charged to the Vendor.
- 4.7.9 The Vendor shall remove and properly dispose all replaced equipment.
- 4.7.10 It will be the responsibility of the Vendor to have qualified, trained sales/service personnel, as outlined in section 4.11.1, to provide support/technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc.
- 4.7.11 Vendor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Vendor's personnel. Such assistance shall be available at no cost and within a reasonable period of time as determined by the University.

#### **4.8 VENDOR REPORTS**

- 4.8.1 Monthly reports shall be provided by the Vendor including current months usage by the University assigned numbers by machine, consolidated (for all machines) number usage per month and cumulative usage by number and/or departmental cost object number.

- 4.8.2 The successful Vendor will be required to furnish quarterly reports not later than thirty (30) days after the end of each quarter. Examples of such reports, with information for each equipment unit, are as follows:
- 4.8.2.1 Make and model, agency, location, and serial number of all installed equipment.
  - 4.8.2.2 Monthly meter readings and volume of copies produced by machine by PIN number.
  - 4.8.2.3 Total billing for all copier services provided by assigned number with subtotals and a grand total of all copies billed during this period.
  - 4.8.2.4 Average monthly usage by machine for the contract period to date.
  - 4.8.2.5 Number of services calls per month/per unit
  - 4.8.2.6 Average response time to service calls
  - 4.8.2.7 Average downtime per service calls
  - 4.8.2.8 Details of major service problems and service reports must be provide upon request.
- 4.8.3 Vendor shall review the copier volume categories and make recommendations based on the over usage/under usage of the machines to the designated University program manager. The University reserves the right to accept, delay or reject the Vendors recommendation.
- 4.8.4 Vendor shall make available to the Samford University's IT services support team any and all information collected by electronic devices for the purpose of meter collections, machine status, or other machine data.

#### **4.9 SITE MANAGER**

- 4.9.1 Vendor may designate an On-Site Technical Manager who will be empowered to make decisions to ensure that the contract implementation and the day-to-day operation is as specified and who will serve as the point of contact for the University. Among the on-site manager's duties will be to: deliver supplies to the contracted machines on campus; do meter reads; assist program administrator in the evaluation and specifying of equipment; maintain equipment in a clean and presentable manner; accept and perform maintenance calls from the various campus users and dispatch technicians when required. The University reserves the right to effect a change in representatives for the positions outlined if service is unsatisfactory. (refer to 4.11) **The cost of the site manager should be incorporated in the cost of equipment and not listed as a separate item.** It shall be the Vendor's responsibility to insure that its employees are legally qualified to engage in work in the United States and that the Vendor's employment practices are in full compliance with prevailing laws, including applicable regulations of the Immigration and Naturalization Services. These employees must pass a state, national and sex offender registration background check to be eligible to work on the campus of Samford University.

#### **4.10 TRAINING**

- 4.10.1 The Vendor must provide as part of the agreement, an Operator Training Program for the key operators and an operations demonstration for the casual users at each site of placement. All



training shall be scheduled at mutually agreeable times for the initial installation and as needed thereafter.

- 4.10.2 Key operators shall be trained in the removal of simple mis-feeds, the addition of supplies and toner, and the cleaning guidelines required of the specific machines.
- 4.10.3 Each key operator must be instructed in the routine necessary to schedule service and be provided with a list of phone numbers to call and people to reach for both routine maintenance and in emergency situations.
- 4.10.4 Vendor is required to provide user/key operator training as needed per sections 4.10.2 and 4.10.3

#### **4.11 TECHNICAL SERVICE/MAINTENANCE REQUIREMENTS**

- 4.11.1 The successful Vendor may provide a dedicated, on-site, equipment certified, full-time (Monday through Friday, 8:00 a.m. to 4:30 p.m.) service technician or technicians as may be required at peak activity periods. The technician(s) will be certified by the equipment manufacturer on the equipment installed. Copies of technician's certification(s) are required with the proposal. The University reserves the right to effect a change in representatives for the positions outlined if service is unsatisfactory.
- 4.11.2 Due to security factors, secured locations and other factors, the University reserves the right to request that the Vendor not rotate several technicians in and out of the University campuses.
- 4.11.3 All service calls will be logged and reported to the designated program administrator on a monthly basis (including the time of call and response time offered by the technician). The maximum service response time for on-site maintenance is the maximum time before a certified technician appears on-site and is fully prepared to affect all of the necessary repairs. That response time shall not exceed four (4) hours from the time that the Unit places the call to the repair office. If this criterion is not met, at the sole discretion of the University, the Vendor may incur a charge of \$50 per failure.
- 4.11.4 Guaranteed uptime of 98% (from time of call to resolution of problem) per machine. This does not include any regularly scheduled routine maintenance, operator training, or toner/supply replacement. Uptime is to be calculated for any 90-day period. Machines failing to maintain 98% uptime will be removed at no cost to the University and replaced by vendor with an identical model, or one with comparable features and capabilities that meets or exceed current level of equipment.
- 4.11.5 The vendor shall be responsible for contacting the designated program administrator for taking meter readings each month, at each copier site, upon which a verbal or written/faxed reading will be relayed to the Vendor. The University shall be given a copy of these readings along with detailed service reports on each copier placed, on a monthly basis as stated in Section 8: Vendor Reports, to aid in monitoring copier performance.

#### **4.12 PARTS AND SUPPLIES**

- 4.12.1 Maintenance and service shall consist of all operating parts and supplies (including drums, roller, circuit boards, etc.) necessary to maintain copy machines.
- 4.12.2 To insure uptime and quality, the vendor is required to only use OEM parts and supplies.

#### **4.13 SUPPLY REQUIREMENTS**

- 4.13.1 The Vendor shall be required to provide all supplies necessary to operate the copiers (i.e. all toner, developer, drums, fuser oil, staples, etc. with the only exception to this being paper -- paper will be provided by the University. Proposed equipment must produce legible, clean copies from recycled paper stock. The determination of copy legibility will be made solely by the University.
- 4.13.2 Supplies shall be delivered in sufficient quantities to operate all equipment for a minimum of thirty days. All supplies shall be original equipment manufacturer (OEM).

#### **4.14 DISTRIBUTION OF SUPPLIES**

- 4.14.1 Vendor shall be responsible for the distribution of supplies (as previously defined) to each copier location to insure adequate amounts of supplies are always on hand for individual locations.

#### **4.15 DELIVERY OF EQUIPMENT**

- 4.15.1 An equipment delivery schedule shall be arranged with the University to ensure an efficient implementation of initial copiers. The installation shall be completed in accordance with established guidelines.
- 4.15.2 The transition between old equipment removal and new equipment installation must be completed with a minimum of disruption to the University's users.

#### **4.16 BILLING**

- 4.16.1 One monthly invoice shall be submitted to the University for payment.
- 4.16.2 The invoice shall reflect the number of copies at the base rate and the number of copies made.
- 4.16.3 Vendor shall submit with the invoice an itemized report showing, at minimum, the location of each machine, the ID number, the number of copies run by PIN number on each machine during the billing period, the consolidation by PIN number of all monthly copies and the ending monthly meter reading for each machine.
- 4.16.4 What quality control measures are in place to ensure billing accuracy?
- 4.16.5 Describe reporting that is available to track our payment history, open invoices, etc.
- 4.16.6 Describe your process for collecting meter readings. How frequently do you collect them? Will the University have the ability to remotely monitor the equipment and volumes?
- 4.16.7 Can you guarantee to rectify all billing issues within 30 days?
- 4.16.8 Describe the procedure to settle disputed payments or credit amounts, including the period of time to settle disputes, the process of verifying these disputed items and the process of resolving disputes that cannot be resolved during the normal procedures specified above. The parties will be required to continue to perform under the Master Services Agreement in the event of a good faith dispute.
- 4.16.9 Describe other types of purchasing and invoicing programs you may have in place and the value of these processes.

#### **4.17 THIRD (3<sup>rd</sup>) PARTY FINANCING**

4.17.1 The University will accept **no third (3rd) party financing** for any part of the proposed equipment without written consent by the University. This means that the Vendor and/or its Principal must provide the financing. This also means that the University will submit its purchase order/contract directly to the Vendor and all applicable invoice payments will be made directly to the successful Vendor.

#### **4.18 ENVIRONMENTAL CONCERNS**

4.18.1 The University is committed to giving serious consideration to purchasing goods, which are less harmful to the overall environment.

4.18.2 While Vendors are required to create their proposals based on the specifications stated herein, the University encourages Vendors to submit supplementary bids on products or services, which are environmentally friendly. Goods or services which offer a measure of protection for the environment may take several forms namely; have a high recyclable content; produce fewer pollutants during the course of its operation or consumption; consume less natural resources during fabrication or its operation; these but to name a few.

4.18.3 Vendors are required to include documentation sufficient to substantiate their claims.

4.18.4 Vendors are required to provide details of their toner and parts recycling program along with any energy efficient features of their equipment.

4.18.5 Upon installation of each copier, Vendor(s) are required to remove any and all packaging/shipping materials related to the unit.

#### **4.19 ACCEPTANCE AFTER INSTALLATION**

4.19.1 Each copier and accessory shall be subject to an acceptance test, and shall be deemed to have passed such acceptance test, if and when, after installation of the equipment at the University' premises:

4.19.2 The successful Vendor(s) or its authorized representative(s) has executed diagnostic routines on the equipment and certifies to the University that the equipment is ready for use by the University;

4.19.4 For a period of ten (10) consecutive business days, each containing at least seven (7) hours of operational use time, the equipment has maintained an effective level of performance of at least 95%.

4.19.5 The successful Vendor(s) has executed on the equipment such series of tasks and verification procedures as the University may require to enable the University to

determine that the equipment performs in accordance with the University' requirements and the manufacturer's specifications.

- 4.19.6 The Customer shall have the right to upgrade/downgrade/cancel up to ten percent (10%) over the term of the Agreement, with a thirty (30) day written notice, of their total lease population without penalties.
- 4.19.7 Upon removal of equipment from campus, the hard drive must be cleared of any data in a way that meets the requirements of the University.

## **SECTION 5.0: EQUIPMENT SPECIFICATIONS FOR COPIER FLEET MANAGEMENT LEASE/RENTAL**

### **5.1 GENERAL**

- 5.1.1 All equipment placed shall be new with recommended volumes consistent with the manufacturer's recommendation.
- 5.1.2 New equipment shall be equipment, which contains no used parts, and which has never been used prior to installation. All copier models proposed must have a commonly published introduction date to the American market no earlier than **January 1, 2021** and shall be in current production as of the start date of the contract. For purposes of this proposal, "current production" shall mean that the copier model is being manufactured as new equipment.
- 5.1.3 Any equipment not meeting these requirements must be submitted and clearly identified as an alternate proposal. The University reserves the right to accept or reject any or all proposals or parts thereof. The University reserves the right to approve or to reject any article the submitted proposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therein.
- 5.1.4 Please describe in detail your quality, inspection, certification programs for the equipment that you manufacture or distribute.
- 5.1.5 Vendor is expected to provide loaner equipment at no cost to the University if installed units are down more than 8 hours.

### **5.2 REQUIREMENTS**

- 5.2.1 It is imperative that all copiers produce clear, clean copies on a routine basis. It is also important that the equipment is "user friendly" and similar in use with an uncomplicated keyboard and the ability to have minor paper jams easily cleared by the everyday user.
- 5.2.2 ATTACHMENT A is a listing of the copiers currently used by Samford University within the Copier Fleet Management Program.

### 5.3 MINIMUM COPIER SPECIFICATIONS

5.3.1 The equipment proposed by the Vendor must meet or exceed each of the following specifications and requirements. Specifications listed are for comparison purposes only. We will accept any recommendations based on the vendors evaluation of our situation.

- digital multifunction
- scan once print many technology
- 512mb of memory
- network print
- network color scan
- scan to e-mail
- optional hard drive
- true Adobe Postscript level 3, PCL5/6(32 and 64 bit)
- locked print or internal mail boxes (must be optional except group 1)
- internal document server
- LDAP compatible (except group1)
- be plain paper
- have fixed platens
- be equipped to handle 5 1/2 x 8 1/2" through 11 x 17" capabilities (except group1 or where otherwise noted)
- have reduction and enlargement features
- have manual and selectable automatic exposure settings
- be manufactured of environmentally safe components
- be either console models or desk-top models equipped with cabinets
- have a total copy count meter, which is clearly visible to University Personnel.
- all common paper sizes shall count and bill as a single copy.
- have the ability to accept multiple programmable PIN account numbers, to assist the University in billing individual departments/division/agency on a monthly cost-per-copy basis.
- all copiers to operate on standard voltage with no special or dedicated lines.

**Vendor shall note any exceptions to the above.**

**Production COLOR:****70+ Copies per Minute in Color****General Multifunctional Minimum Specifications: 70+ Color cpm**

Document Feeder (RADF)	50 sheets
Memory	2GB RAM, 160 GB hard disk space
Standard Paper Supply	4 Paper Trays, 100 sheet bypass
Multitasking	Network Print/Scan to Folder/Email
Protocol Support	Standard: 10/100 Base-TX Ethernet (RJ45), USB 2.0
Printer Language	PCL, True ADOBE PS3
Max Paper Weight	140lb Index
Scan Resolution	Up to 600 X 600 dpi optical, color scan
Scan	Single side or two sided
File Format	TIFF, JPEG, PDF, High Compression PDF

**Production COLOR:****80 Copies per Minute in Color****General Multifunctional Minimum Specifications: 80 ppm Color**

Document Feeder (RADF)	250 sheets
Minimum Monthly Volume	40,000 Per Month
Paper Flexibility/Weights	Up to 300 GSM, plus glossy paper, labels, tabs & synthetics Papers up to 13x19.2 size
Standard Paper Supply	3 x 550 sheet trays that hold up to 13x19.2
Printer Server	Memory 2 GB, External Fiery or Equivalent
Print Resolution	1200 x 1200 dpi
Scan	Single side or two sided
File Format	TIFF, JPEG, PDF, High Compression PDF

**Group 5:****110+ Copies per Minute****General Multifunctional Minimum Specifications:  
110 ppm**

Document Feeder (RADF)	250 sheets, up to 11x17
Memory	80 GB hard disk drive, 512 GB RAM
Standard Paper Supply	4 Paper Drawers, (4,000 Total)
Oversize Paper Supply	4,000 Sheets 13x19
Multitasking	Network Print/Scan to Email/Folder
Protocol Support	TCP/IP, SNMP, APPLE TALK
Production Print Server	250 GB HD SATA, Intel Pentium Processor E5300 or Equi
Security	HDD Overwrite Standard
Scan Resolution	Up to 600 X 600 dpi optical, color scan
Finishing Options	Booklet Making, GBC Punch, Face Trimming
File Format	TIFF, JPEG, PDF, High Compression PDF