



Request for Proposal

# The University of North Alabama

## Print Management

RFP# 20011-30

June 1, 2011

## Schedule of Events

Release of RFP.....	June 1, 2011
Deadline for Requests for Changes / Clarifications.....	3:00PM June 10, 2011
Proposal Due Date & Opening Event.....	2:00PM June 22, 2011
Presentations of Selected Contractors.....	June 28 <sup>th</sup> – July 9, 2011
Target Award Date.....	July 18, 2011
Target Contract Execution Date.....	Sept 1, 2011

*Note: All dates listed above are anticipated and not fixed. UNA may change any dates above, at its sole discretion.*

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### **PART I: INTRODUCTION AND GENERAL INFORMATION**

Background: The University of North Alabama currently manages the maintenance of network printers on campus through the Computer Services Department. Toner and all other supplies needed are procured by the individual departments hosting the printer.

It is the University's goal to consider an initial three year agreement, and an option to extend two more years, with the successful proposer to take over the maintenance, repair and supply for network printing across campus.

There are approximately 102 printers within at least 14 buildings between the main campus at One Harrison Plaza and East Campus located on Tune Avenue. This list could increase or decrease slightly dependent upon retention of machines in an area, budget changes, or any other reason that may cause a printer to be excluded from the list of managed printers. Hewlett Packard makes up the majority of networked printers by brand; however there are some Xerox, Brother, Cannon, Oki, Ricoh and others in use.

Reports from these 102 printers show an estimated printing count of ~130,000 per month total. Broken down as 118,000 B&W / 5,000 Blk on Color machine / 7,000 Color. These quantities are taken from a month in the middle of a semester and are as accurate as can be known +/- 5%. This number is likely to drop significantly (may be zero in some locations) for 4 – 4.5 months of the year when classes are not in session or not at full capacity.

## **Part II University of North Alabama Instructions to Proposers**

**Proposal Preparation and Submission:** Sealed Proposals for exclusive vending and concession beverage sales and services as described herein will be received at the Purchasing Department, Bibb Graves Hall, Room 21, University of North Alabama, Florence, Alabama, until 2:00 p.m. local time on June 22, 2011.

Proposers shall submit ONE (1) ORIGINAL AND TWO (2) COPIES of their complete proposal. Original shall be marked "ORIGINAL." Original copy shall contain original signatures on any pages where it is requested. Proposers who fail to submit the requested number of copies may delay the evaluation process by being required to submit additional copies for the evaluation team.

Envelopes containing the original proposal and 2 copies must be sealed, marked and addressed as follows:

ADDRESSED TO:(If via U.S. Mail)

**University of North Alabama  
Purchasing Department- RFP2011-30  
UNA Box 5025  
Florence, AL 35632-0001**

(If via commercial package delivery service)

**University of North Alabama  
Purchasing Department - RFP 2011-30  
Bibb Graves Hall, Room 21  
One Harrison Plaza  
Florence, AL 35632-0001**

Proposals must be received by the University of North Alabama Procurement Department at the location listed above prior to scheduled RFP closing date(s) and time listed in the Schedule of Events. It is the Proposer's responsibility to submit proposals in a timely manner, allowing plenty of time for delivery. The University of North Alabama will not be held responsible for late RFP delivery due to courier's inability to deliver the proposal in a timely manner to the proper physical address.

**Right to Reject:** The University of North Alabama reserves the right, in its sole discretion, to reject any or all proposals received as a result of this Request for Proposal (RFP).

**Questions and Request For Clarification/Change:** All clarifications or requests for change regarding technical information, procedural or contractual requirements, or other issues must be submitted, in writing (in hard copy or by email), no later than the date and time listed in the Schedule of Events to the same address posted above for submission of the final proposal, or if by email to [chconlon@una.edu](mailto:chconlon@una.edu). No information obtained in any conversation with any University of North Alabama personnel will serve to change the requirements and/or scope of the RFP.

If you have an exception or a concern with anything in this RFP, including any of the proposed Agreement terms and conditions, it is important to raise that issue, in writing, by the deadline date for Request for Changes/Clarifications, listed in the Schedule of Events. By doing so, you afford yourself the maximum opportunity to discuss and potentially change that language. Any change made by The University of North Alabama in response to a Request for Changes/Clarifications shall be communicated to all parties who receive this RFP and shall not extend the Proposal Due Date as listed in the Schedule of Events.

The purpose of the Request for Changes/Clarifications is to permit UNA to correct, prior to the opening of proposals, technical or contractual requirements that may be unlawful, improvident, or which unjustifiably may restrict competition. This will allow UNA to make needed corrections through the issuance of an addendum, prior to the Proposal Due Date. This will help eliminate the waste of time which is inherent in protests and in the possible rejection of all proposals.

Envelopes or Emails containing Requests for Changes/Clarifications shall be clearly marked as such and shall concisely and descriptively explain the requested change or clarification.

Change or Modification/Addenda: Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFP and will be made available to Proposers. **Proposers who receive the original RFP must email the Director of Procurement Cindy Conlon at [chconlon@una.edu](mailto:chconlon@una.edu) as an acknowledgment of receipt so that any subsequent notifications or addenda may be transmitted as necessary.** Only documents issued as addendums by the University of North Alabama shall change the RFP in any way. Proposers are not required to return addendums with their proposal; however, Proposers are responsible for incorporating all addenda and changes into their final proposal. Failure to do so may, in effect, make the Proposer's proposal non-responsive, which would cause the Proposer's proposal to be rejected.

Information Provided by the University of North Alabama: The University of North Alabama is providing information in this RFP relating to UNA, its objectives, current estimates of number of printers and usage.

The University of North Alabama assumes no responsibility or liability for the adequacy, accuracy, or completeness of any information provided in this RFP or otherwise, by UNA, its agents, employees, or representatives. The Proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of a printer maintenance agreement.

It is critical that UNA receives quality, creative, and comprehensive responses in order to make the best informed decision. Toward that end, through written questions, site visits, and this RFP process, all Proposers are encouraged to ask questions and seek whatever information is necessary to accomplish this goal.

Information Submitted in Proposal: The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that the University of North Alabama is under no obligation to solicit such information if it is not included within the Proposer's proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposer's proposal.

Proposers must complete all applicable information and provide all information requested in the RFP. Failure to comply may be grounds for proposal rejection.

Proposer should also name its Contract Administrator by listing the individual's name, title, and phone number, and who is assigned the responsibility of answering questions and resolving problems related to the proposal. The Contract Administrator shall be the sole party with whom the University of North Alabama will negotiate if such proposer progresses to the negotiation stage.

**In addition, Proposers must be aware that, with the exception of trade secrets, all information submitted by them in response to this RFP may be subject to open review under Alabama Law.**

RFP Preparation Costs: The University of North Alabama shall not be liable for any costs incurred in the preparation and presentation of proposals.

Alternate Proposals: Proposers may submit more than one (1) proposal. All proposals must comply with the requirements of the RFP except that additional proposals may incorporate, by reference, repetitive information which is provided in the complete proposal. Each should be labeled such as Alternate 1, Alternate 2, etc.

Proposal Opening Procedure: All proposals received in response to this RFP shall be opened at the scheduled time and date. Proposers who attend the opening will be informed only of the names of Proposers submitting proposals. No other information will be available. Proposals will be available for public inspection only after an award has officially been made.

Evaluation of Proposals: Proposals will be evaluated by representatives of the University of North Alabama. The University has the discretion to evaluate the qualitative as well as financial aspects of each proposal and make its selection based on what it considers to be in the best interest of the University as a whole, or to make no contract award at all from this RFP.

The evaluation will determine if the proposal meets needs of the University of North Alabama vending and concession requirements. The following process will be used:

- A. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. Incomplete proposals or those which do not specifically address the requested information may be rejected. The University of North Alabama reserves the right to waive what are, in the University's opinion, minor informalities.
- B. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, Proposers may be asked to provide written clarification.
- C. Proposals that meet all requirements will be evaluated on their comprehensive value to the University as well as the ability to meet all requirements. At the option of the University, Proposers may be asked to provide written clarification and/or to provide a presentation to clarify their proposal to aid the University in an award decision.
- D. The University of North Alabama will negotiate and select for Contract the Proposer with the overall best final proposal.

Qualified Participants: In addition to the general State of Alabama requirements to support a State University the proposer must also meet the following requirements:

- Local enough to provide necessary turnaround time for maintenance and service calls.
- Existing experience with at least three large organizations who have similar multi-building support needs and similar quantities of printers.

### **Part III - General Terms and Conditions of Contract**

Contract Documents: The contract between the University and the Contractor shall consist of (1) the Request for Proposal (RFP), and any amendments thereto; (2) the Contractor's response to the RFP; and (3) a contract signed by both parties addressing matters not contained in either (1) or (2). In the event of conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Request for Proposal shall govern. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's response. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.

For purposes of this contract, the term University shall be interpreted to mean, and shall include, the members of the Board of Trustees of the University of North Alabama, the President, employees, agents, officers and the designees of the University of North Alabama.

Amendments to Contract: Any change in the contract including the Scope of Work described herein, whether by modification and or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the University. Any amendment to the contract shall (1) specify an effective date, (2) specify any increases or decreases in the amount of the Contractor's compensation, if applicable, (3) describe changes, if any, to the provision of the contract, (4) be entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

Applicable State Laws: The contract shall be construed according to the laws of the State of Alabama. The Contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. Violation of any local, state or federal law and/or regulation shall be considered a material breach of this contract. The Contractor must be registered with and maintain good standing with the Secretary of State of the State of Alabama and other regulatory agencies, as may be required by law or regulation.

Contractor Status/Relationship: The Contractor represents himself or herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the University. Therefore, the Contractor shall assume all legal and financial responsibility for employee payroll, taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, permits, licenses, etc. The Contractor is solely responsible for employee recruitment, promotion, transfer, lay off and termination. The Contractor agrees to indemnify, save and hold the University its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Contractor Liability: The Contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death) or property damage suffered as a result of the Contractor's negligence, or its failure to promptly notify the University of a defective or unsafe condition, the Contractor assumes the obligation to save the University, including its employees and assigns, harmless and to indemnify the University, including its employees and assigns, from every expense, liability or payment arising out of such negligent act. The Contractor also agrees to hold the University, including its employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

Assignments: The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without prior written consent of the Purchasing Office.

University Trademarks: The Contractor shall understand that the University names and logos are trademarks of the University. Any use of such trademarks must be approved by an appropriate University representative.

Rights: The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the University of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States and of the State of Alabama for which causes of action have accrued or will accrue as the result of, or in relation to the particular goods or services purchased or procured by the Contractor in the fulfillment of the contract with the University.

FORCE MAJEURE: Neither the University of North Alabama nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, the University's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract.

Remedies: No provision in this document or in the Contractor's response shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract made by the Contractor.

Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceeding against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee or assignee for the benefit of creditors, the Contractor must notify the University Purchasing Office immediately. Upon learning of the action herein identified, the Purchasing Office reserves the right at its sole discretion to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Conflict of Interest: In accordance with all applicable provision of the Revised Statutes of the State of Alabama, no official or employee of the University or its governing body and no other public official of the State of Alabama who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the Contractor or proposed contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interests shall be employed or conveyed any interest, directly or indirectly, in the contract.

Cancellation for Breach: The University may cancel the contract at any time for a breach of any contractual obligation by providing the Contractor with a written notice of such cancellation. Prior to issuing such a notice, the University will, if appropriate, provide the Contractor with an opportunity to cure the breach within a reasonable period of time.

Should the University exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

Right to Terminate Contract: The University reserves the right to terminate the contract, with or without cause, for the convenience of the University without penalty or recourse by giving written notice to the Contractor at least sixty (60) days prior to the effective date of such termination.

The Contractor may terminate the contract by giving the Director of Procurement written notice of such termination at least 60 days prior to termination.

Communication and Notices: Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid and addressed to the Contractor at its address, posted as a pdf file attachment via email with receipt verification and/or carried and presented to an authorized employee of the Contractor at its address.

Insurance: The Contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the Contractor, employees, or its agents against any liability incurred or arising as a result of any activity of the Contractor's employees, or its agents related to the Contractor's performance under the contract.

Therefore, the Contractor must acquire and maintain adequate automobile liability, comprehensive fire and theft, and collision insurance sufficient to protect the University, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense. The insurance coverage shall include general liability.

***Written evidence of the insurance shall be provided by the Contractor to the University.***

The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name; policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of other alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the University must be notified immediately.

#### **Part IV - Contract Requirements (Scope of Work)**

General Requirements: The Contractor shall provide the following list of requirements as a minimum service level expectation. This list is not considered to be complete but only to represent a :

- Organize a print management solution that provides the most cost efficient solution for UNA.
- Perform routine maintenance checks on all printers.
- Supply toner through a managed inventory process that eliminates down time
- Supply replacement parts through a managed inventory process that eliminates down time
- Recycle toner cartridges and provide receipts of recycling activity
- 24 hour troubleshooting assistance from a help-desk providing "live" interaction.
- On site response within the next 4 active business hours from time of request.  
Example: Morning call response that afternoon; afternoon call the following business morning
- Management of all printers currently on site regardless of brand.
- The Contractor shall keep and maintain all records for a minimum of Seven (7) years.



Specific Personnel and Service Requirements: The Contractor must have trained competent repair personnel who are easily identifiable as Contractor Employees while on campus. They should be wearing a name badge within clear line of site.

All service employees of the Contractor must comply with all applicable University rules of conduct, policies and procedures while working on the University premises.

Routine maintenance, all service calls and any other campus visit made by contractor should be logged and maintained as an auditable record. The department of Computer Services must be notified regarding all visits to campus with details of date, time, and purpose.

Waste and Sanitation: The Contractor must dispose of waste through an agreed upon means between UNA Facilities Department and Contractor to meet standards of health and sanitation required by federal, city and/or state law or regulation.

Delivery of Products: The Contractor shall coordinate with University personnel or its designee as to day and time for delivery of product and supplies. All deliveries shall be scheduled to ensure authorized University personnel are available for check-in procedures.

***The Contractor is expected to provide a comprehensive and creative proposal using these guidelines as minimum suggestions only.***

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For any questions regarding services required for the maintenance agreement  
Contact Computer Services, Randy Horn (256)765-4210; email [rkhorn@una.edu](mailto:rkhorn@una.edu)

For questions regarding RFP submission  
Contact the Office of Procurement, Cindy Conlon (256)765-4293; email [chconlon@una.edu](mailto:chconlon@una.edu)

**APPENDIX**

**State of Alabama**  
**Disclosure Statement**  
(Required by Act 2001-955)

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ENTITY COMPLETING FORM

Agreement Number

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ADDRESS

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CITY, STATE, ZIP

TELEPHONE NUMBER

(       )

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STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

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ADDRESS

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CITY, STATE, ZIP

TELEPHONE NUMBER

(       )

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This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to RFP

☐

Grant Proposal

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Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes

☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of good or services previously provided, and the amount received for the provision of such goods or services.

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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes

☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to RFP, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to RFP, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to RFP, or grant proposal:

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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Notary Expires

*Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, BID's, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*