



December 15, 2020

To: **Prospective Bidder**

Subject: **Request for Proposal – Copier & Print Bid**

Grand Valley State University is accepting competitive sealed proposals from qualified and capable firms to provide Print Management Services/Multi-Functional Peripherals for campus wide use (Including Convenience Copiers, Copy Center, and Lab Printers). This request for proposal (RFP) is for a three (3) year contract period. Grand Valley State University reserves the right to renew the contract for an additional four (4) years in one (2) year increment and two (1) year increments. Renewal(s) will depend on pricing and level of service received during contract period. Reference attached instructions, scope of work, specifications and terms & conditions. Respondent(s) should read the information contained in this RFP carefully and to prepare their response providing all information requested in strict accordance with the RFP instructions as set forth herein.

If you wish to bid on these chemicals, supplies & equipment, please submit your proposals for bid # 221-07 no later than 10:00 A.M. Monday, January 25, 2021. E-mail your proposal to: caccamo@gvsu.edu

Submit your proposal electronically to the above e-mail address by the bid due date and time. Grand Valley State University is not responsible for e-mail bids affected by spam or not received by the bid opening date & time. **No fax, verbal, or telephone proposals will be accepted.**

Before submitting proposal, check to be sure that:

1. The Proposal/Certification/Contract form is signed and witnessed.
2. All addenda received are acknowledged

Note: Electronic submission becomes your authorized signature

Thank you for your participation,

Aaron Caccamo, M.A., CPCP
Senior Strategic Sourcing Specialist

Procurement Services - 2036 Zumberge Hall - Allendale, MI 49401
Email: caccamo@gvsu.edu / Fax: 616/331-3287



INTRODUCTION

Grand Valley State University, established in 1960, is a four-year public university. It attracts more than 24,500 students with its high-quality programs and state-of-the-art facilities. Grand Valley provides a fully accredited undergraduate and graduate liberal education and has campuses in Allendale, Grand Rapids, and Holland and centers in Muskegon and Traverse City. Grand Valley is the comprehensive regional university for the state's second largest metropolitan area and offers 81 undergraduate and 29 graduate degree programs. The university is dedicated to individual student achievement, going beyond the traditional classroom experience, with research opportunities and business partnerships. This combination of educational offerings helps Grand Valley to fulfill its mission of educating students to shape their lives, their professions, and their societies.

As a model for sustainable development, Grand Valley State University fosters responsible economic growth. First-rate faculty and staff, who are attracted to the university's rich academic culture, liberal education, and state-of-the-art facilities, share their expertise, their time, and their knowledge with students. The university's outstanding students learn critical thinking skills and are transformed into enterprising individuals who are well prepared to take leadership roles in their professions and in their communities. The university community comes together to make Grand Valley a significant force on the area's economy.

Grand Valley's growth in size and prestige contributes to continued economic growth in the entire region. Grand Valley's more than 27,500 students, faculty and staff made a total estimated impact of \$680.4 million in Kent, Ottawa, and Muskegon counties during fiscal year 2009-2010. This reflects the ripple effect of university, employee and student expenditures, and related job creation in the area. In that year, more than 6,811 students participated in internships, practica, and student teaching, potentially saving area organizations some \$25 million. Grand Valley Community members participated in more than 920,000 hours of volunteer service work last year.

Grand Valley represents top performance and top value. The university has been recognized for 16 straight years as one of "America's 100 Best College Buys" because of the high-quality education opportunities it provides at an affordable tuition rate. Grand Valley State has been listed as one of America's top colleges in 2011 Forbes Magazine and The Princeton Review named Grand Valley as one of the best Universities in the Midwest.

**Grand Valley State University
Request for Proposal
Information & Instructions to Bidders
Bid # 221-07**

1. Grand Valley State University's sales tax-exempt number is 38-1684280.
2. Reference attached Scope of Work, Specifications, Terms & Conditions and Evaluation Process/Criteria.
3. Prices in the proposal shall be FOB DESTINATION and shall include all charges associated with freight, shipping, handling, unloading, delivery and all other elements of cost. Vendor must also state how long purchase and lease prices on equipment are good for.
4. Include with your proposal a minimum of three (3) references from previous jobs of at least 100 machines that would be representative of that work requested and completed.
5. Vendors responding to this RFP must have experience in managing an account with a minimum of 100 machines in the field.
6. This request for proposal (RFP) is for a three (3) year contract period. Grand Valley State University reserves the right to renew the contract for an additional four (4) years with the renewal being for a one (2) year period and two (1) year increments. Renewal(s) will depend on pricing and level of service received during contract period.
7. *At Grand Valley State University, socially responsible procurement (defined as supporting diversity, participating and contributing to ethical purchasing, and sustainability) is highly valued.* These ideals are fundamental to our academic, research, and athletic excellence. Grand Valley promotes supplier inclusion that is reflective of the diverse business community, and is committed to purchasing environmentally friendly products, while remaining focused on socially responsible procurement methodologies.
8. *Grand Valley State University endeavors to buy products made in the United States of America whenever an American made* product is available that meets or exceeds the specifications requested and the price is equal to or lower than a foreign made product.* Vendors are requested to bid American-made products and/or services whenever available. Vendors may bid foreign made products or services when:
 - a. They are specified
 - b. They are identified as an alternate by the vendor as long as they are technically acceptable

*More than 50% of the product is manufactured or assembled in the United States

9. Questions concerning this RFP must be submitted in writing only (email) and submitted to Aaron Caccamo via email at caccamo@gvsu.edu. Please submit these questions **no later than Monday, January 11, 2021 by 10am**. If it is determined that questions necessitate a change to this RFP, the changes will be in written form in an addendum and posted on the Grand Valley State University Procurement Services website.
10. Each bidder must acknowledge receipt of addenda in their proposal, but the failure of a bidder to receive or acknowledge receipt of any addendum, shall not relieve the bidder of the responsibility for complying with the terms thereof.
11. Before submitting your proposals please check to be sure that the Proposal/Certificate/Contract form is signed and witnessed. All addenda received are acknowledged. Note: Electronic submission becomes your authorized signature.
12. Proposals shall represent a true and correct statement and shall contain no cause for claim of omission or error.
13. Please submit your proposal **no later than 10:00 A.M. Monday, January 25, 2021**. Your proposal must be received electronically by the bid opening date and time; late bids will not be accepted. Grand Valley State University is not responsible for e-mail bids affected by spam or not received by the bid opening date & time. **No fax, verbal, or telephone proposals will be accepted.** Email your proposal to caccamo@gvsu.edu.

14. Grand Valley State University reserves the right to accept or reject any or all proposals not withdrawn before the opening date and to waive any irregularity or informality in the proposal process. The University reserves the right to conduct discussions, request additional information and accept revisions of proposals from any or all bidders. The University reserves the right to negotiate with the bidder whose proposal is deemed most favorable.
15. Grand Valley State University reserves the right to terminate the contract for any reason upon written notice to the supplier. Supplier shall have 30 days to dissolve any problems that the department is experiencing regarding services rendered and/or quality of product received.

1. Scope of Work

1.1. Background-Overview

Grand Valley State University has traditionally retained a single contractor for its fleet of 165 multi-functioning peripherals (MFP's) serving departments and students at several campus locations, including Allendale, Grand Rapids, Holland, Muskegon and Traverse City. (Fleet quantities and segment estimates indicated in Section 2.7). The current fleet vendor has provided service and support for all 165 of these. In addition to maintenance and supplies (staples and toner), the contract with our current vendor provides for a full-time support person who maintains a routine schedule for filling copiers with paper and toner and provides basic maintenance functions.

It is required that all installed machines be able to scan and print, and color scan. Fax capability will most likely be installed on a case by case basis. Total copy volume for our fleet (aside from our copy centers) has run slightly over 15 million clicks per year in the past.

Grand Valley State also operates a Copy Center that services the University for its higher volume printing. This operation utilizes two black and white copiers and two-color copiers. The two black and white machines are located on the Allendale Campus along with one of the color machines. The second color machine is located on our Grand Rapids Campus. The current vendors provide complete maintenance and supply services on all these machines.

2. Copier & Printing Bid Specifications

- 2.1. Grand Valley State University is requesting proposals to establish guaranteed pricing with a short list of vendors who specialize in providing sales, lease, maintenance and management services for:
 - 2.1.1. 1) Management Solution for printing/copying/scanning and faxing for GVSU department's printer and copier fleets, 2) lease and/or purchase of copiers, printers, and Multi-Functional Peripherals (MFP: combined copier/printer/scanner/fax) including full coverage maintenance and supply options, and 3) related services and/or equipment. It shall include but not be limited to complete maintenance and repairs and all operating supplies.
 - 2.1.2. Grand Valley State University has developed this RFP for the purpose of selecting the best vendor to provide a complete service offering for Print Management, document output technology and related services specifically for Grand Valley State University.
 - 2.1.3. Grand Valley State University seeks a solution to maximize technical, functional and service needs while providing exceptional cost of ownership. The Print Management Solution will yield the following benefits:
 - 2.1.3.1. Reduce total cost of ownership.
 - 2.1.3.2. Leverage secure technology capabilities.
 - 2.1.3.3. Centralize document process flow.
 - 2.1.3.4. Reduce device quantities, makes and models.
 - 2.1.3.5. Maximize value by providing flexible business & financial models that adapt to a changing environment.
 - 2.1.3.6. Increase ROI.
 - 2.1.3.7. Improve communication campus-wide.
 - 2.1.3.8. Improve asset utilization.

- 2.1.3.9. Improve attainment of service level objectives and increase end-user productivity.
- 2.1.3.10. Reduce outside spend and marshal resources to reengineer applications, processes, and equipment as appropriate.

2.2. Vendor and not Grand Valley State University will arrange for lease financing as required with lease charges to be included in the overall click charge.

2.3. Contract Options

2.3.1. We are requesting that the bid be segmented to offer a variety of options:

- 2.3.1.1. Option 1: Replacement and service for MFP's, Production & Color Copiers, and Printers with service for those listed as remaining machines.
- 2.3.1.2. Option 2: Replacement and service for all MFP's with service for those listed as remaining machines.
- 2.3.1.3. Option 3: Replacement and service for the two (2) Production B&W copiers and MFP's and two (2) Color copiers.
- 2.3.1.4. Option 4: Service for all equipment listed in section 2.9 below. (please breakout service charge into two costs (HP Models, other models))

- All options must include removal and recycling (or scrapping) of all existing equipment being replaced, along with removal of the hard drives.

2.3.2. For all options please state:

- 2.3.2.1. Equipment purchase cost per unit
- 2.3.2.2. Equipment lease cost per print
- 2.3.2.3. Service cost per print for duration of contract including renewal periods (including full-time paper/toner fulfillment for MFP's and Printers)

2.4. Location of Vendor

2.4.1. Grand Valley State University strives to heighten awareness of all Michigan suppliers with products and services that are produced in Michigan. Therefore, special consideration in the evaluation process will be given to vendors that are located in the state of Michigan and must have an office presence in the greater Grand Rapids, MI area.

2.5. Service and Supplies

- 2.5.1. Must have a dedicated technician assigned to Grand Valley State University; Provision for full-time support for paper/toner fulfillment. (Include extra person for first week of the Fall & Winter Semesters)
- 2.5.2. Must include an average response time of 2 hours or less for all service and emergency calls. For service requests placed online we require a return phone call within a half an hour of the service request being ordered online.
- 2.5.3. Must include PM in early August on high volume machines
- 2.5.4. Describe program for 24/7 after hours support/service and after-hours response time.
- 2.5.5. Describe (required) service solutions for regional campuses: Traverse City, Muskegon and Holland.
- 2.5.6. If necessary, describe subcontracting for any purpose at any campus location.
- 2.5.7. Shall provide to Grand Valley State University a central contact number for all service calls to be placed with a live operator to accept all service calls rather than an answering service.
- 2.5.8. Must include all parts to repair and keep copying system in excellent working order.
- 2.5.9. All parts and supplies are to be from the OEM.
- 2.5.10. Must include qualified labor to perform all repairs and service.
- 2.5.11. Must schedule cleaning and preventative maintenance work on all equipment and machines.
- 2.5.12. Must include timely, accurate readings and billings for all machines on a monthly basis.
- 2.5.13. Must include and provide storage of equipment if needed and necessary for Grand Valley State University.
- 2.5.14. Shall provide on-site training to users for all new equipment during the length of the contract period.
- 2.5.15. Must include in the RFP response the cost of installing and relocating machines for length of lease.
- 2.5.16. Incorporate service solution for relocating MFP's across campus based on volume redistribution.

2.5.17. Provide service solutions for temporary loaner machines for occasional special events.

2.6. Service-Addendum

2.6.1. Include cost per copy for one full-time position to replenish paper/toner & provide basic service for the Allendale and Grand Rapids campuses only.

2.7. Current MFP Quantities (Convenience Copiers)

Category	Paper Size	B/W or Color	Total Machine Count	Existing Machines Remaining*	Machines Being Replaced
MFP 35-40	8.5x14	B/W	19	19	19
MFP 55-60	11x17	B/W	114	113	113
MFP 75-85	11x17	B/W	25	19	19
Production MFP 100	11x17	B/W	5	0	0
Printer	11x17	B/W	2	2	2
Total			165	153	153

*Model numbers of Machines remaining that will need to be serviced. (5 Xerox D95's, 6 Xerox B8075, & 1 Xerox B8055)

Current Average yearly volume: 16 million prints
Estimated average yearly volume for contract duration: 12 million prints

2.8. Copy Center Quantities

2.8.1. Two (2) Black and White Production Copiers

Copier Required Features:

- * High-capacity Production Black & White Copier
- * Minimum 105 pages per minute
- * Print/Copy/Scan Capabilities
- * B & W scanning. Quote color scanning capability as an alternate
- * Document Storage
- * High Capacity Feed Drawers (Minimum-4)
- * Multi-drawer by-pass Insertion (Minimum 2 sources)
- * Capable of running NCR forms
- * Capable of running 250 gsm paper
- * Quote vacuum feed/air assist feeder as an alternate option.
- * 3-hole punch
- * Saddle-stitch Finisher/Stapler
- * Finisher paddles
- * Must interface with Print Shop Pro (EDU Business Solutions)
- * Volume between both copiers is:
 250,000 / month typical
 600,000 to 800,000 / month peak one month of the year

2.8.2. One Production Color Copier (Allendale)

Copier required features:

- * Minimum 80 pages per minute
- * Print/Copy/Scan Capabilities
- * B & W and color scanning capabilities
- * Document Storage

- * Include high-capacity paper drawers
- * Capable of running 250 gsm paper
- * Include 3-hole punch and stapling capabilities
- * Include Booklet Maker
- * Must interface with Print Shop Pro (EDU Business Solution)
- * Estimated Volume per year 1.0 million 100,000 black and 900,000 color clicks

2.8.3 One Color Copier (Grand Rapids)

Copier required features:

- * Minimum 55 pages per minute
- * Print/Copy/Scan Capabilities
- * B & W Scanning capabilities (color optional)
- * Document Storage
- * 11 x 17 paper capabilities
- * 3-Hole punch and stapling capabilities
- * Must interface with Print Shop Pro (EDU Business Solution)
- * Estimated Volume per year 400,000 (200,000 B&W and 200,000 Color)

1. Dimensions of equipment and power requirements (as well as receptacle specifications) to be included.
2. State paper capacity for all drawers and by-pass sources.
3. Indicate (reasonable) expected life of machine in total clicks and years. (including parts being available)
4. Indicate maximum monthly volume for reasonable performance expectations.
5. Quote maintenance agreement click charge to be fixed for a minimum of 3 years.
6. Click charge to include all toner, OEM parts and maintenance by a certified technician.
7. Must include an average response time of 4 hours or less for service calls.
8. Quote to include regular cleaning and preventative maintenance.
9. Quote to include on-site training for users.

2.9. Estimated Student Computer Lab Laser Printer Quantities

Model	Existing Machines	Machines Being Replaced
HP 9050	10	4
HP M806	22	0
Xerox 5550DT	20	3
Xerox W5875 (MFP)	1	0
Xerox 7760GX	1	0
Xerox XC7800	3	0
Xerox C8000	1	0

**Estimated current yearly volume on above: 7.5 million prints
(breakdown of annual volume 6 million prints on HP's and 1.5 million prints on rest)**

- 2.9.1 Remaining Xerox Printers and MFP will need to be serviced. (Include cost to service HP Printers separately)
- 2.9.2 Seven (7) Printers being replaced must be replaced with comparable Printer.

2.10. MFP Feature Requirements

- 2.10.1. All equipment must be network compatible and ready to print.
- 2.10.2. All equipment to be quoted with (color) scanning capabilities and a minimum of 600 dpi.
- 2.10.3. All equipment (except MFP 35-40) to be quoted with finishing capability: stapling and hole punching.
- 2.10.4. All equipment (except MFP 35-40) to support duplexing.
- 2.10.5. All equipment (except MFP 35-40) to provide 11 x 17 capability.
- 2.10.6. All equipment to be quoted with the following minimum paper capacities:
 - 2.10.6.1. Category MFP 35-40 minimum 500 sheet capacity
 - 2.10.6.2. Category MFP 55-60 minimum 1000 sheet capacity
 - 2.10.6.3. Category MFP 75-85 minimum 3000 sheet capacity
 - 2.10.6.4. Category MFP over 100 minimum 3500 sheet capacity (with option quoted for large capacity tray & 7000 total sheet capacity)
- 2.10.7. Dimensions must be quoted for all equipment (including extra drawers and large capacity trays if required for minimums).

2.11. MFP Feature Requirements-Addendum

- 2.11.1. Vendors shall quote the cost of adding fax capability to equipment at Segments 4 & 5 (unless standard).

2.12. MFP Security Requirements

- 2.12.1. DOD-3 **MINIMUM** / DOD-7 available
- 2.12.2. Provide provisions for replacement of hard drives at the end of contract.
- 2.12.3. Describe embedded security features for scan to network capability.
- 2.12.4. Describe user authentication features to access MFP functions.

2.13. Software

- 2.13.1. Any print management software must be compatible with Microsoft Active Directory.
- 2.13.2. Must be compatible with Pharos print management system.
- 2.13.3. Windows print driver requirements:
 - 2.13.3.1. Microsoft Windows Server 2016 using Microsoft Clustering to implement Virtual Print Spoolers.
 - 2.13.3.2. Printers are installed with drivers pushed down from server using Point and Print.
 - 2.13.3.3. Driver only injectable into Windows driver store (no setup.exe or full software package install).
 - 2.13.3.4. Microsoft Certified printer drivers only.
- 2.13.4. Macintosh print drivers for operating systems 10.15.6 or higher.
- 2.13.5. MFP must be capable of scanning to e-mail addresses
- 2.13.6. Describe capabilities of system for tracking toner supplies and calculating actual cost per copy
- 2.13.7. MFP must be capable of scanning to third party software (OnBase) with network authentication and compatible security settings.

2.14. Software-Addendum

2.14.1. Include proposal for recommended Print Tracking/Print Release program (Pharos, Equitrac, Papercut or similar) to track student copying/printing by ID # and must be compatible with Microsoft Active Directory and Macintosh operating systems 10.15.6.

2.15. Sustainability

2.15.1. All products must be Energy Star compliant.

2.15.2. Vendors that are ISO 14001 certified will be given special consideration in the evaluation process.

2.15.3. Vendor must show a significant commitment to sustainability and demonstrate this commitment by providing products and services that will reduce environmental impact and energy consumption.

2.16. Hazard Insurance

2.16.1. Hazard insurance must be provided for all equipment by vendor awarded the bid.

2.17. Implementation

2.17.1. Describe your implementation plan and process for this RFP and contract.

2.17.1.1. Grand Valley State University's tentative implementation timeframe would be May 1, 2021 through June 30, 2021.

3. Evaluation Process/Criteria

- 3.1. All Bidders will receive equal consideration, with Grand Valley State University reserving the right to award proposal in the manner that will bring the best value to the University.
- 3.2. The evaluation process and criteria considered includes, but is not limited to, the following:
 - 3.2.1. Service
 - 3.2.2. Price versus Best Value
 - 3.2.3. Technical Capabilities and quality of equipment
 - 3.2.4. Location
 - 3.2.5. References
 - 3.2.6. Copy Machine Specifications and Size
 - 3.2.7. Corporate Sustainability and Commitment to Sustainable Practices
 - 3.2.8. Technical Expertise and Knowledge
 - 3.2.9. Creativity, including Completeness and Thoughtfulness, in Response to RFP



GENERAL TERMS & CONDITIONS (REV. 4.19.19)

1.0 The Supplier shall comply with the University's policy and procedures (<http://www.gvsu.edu/purchasing>) and any additional instructions issued from time to time by the University.

1.1.1 During the period of contract, no change is permitted to any of its conditions and specifications unless the Supplier receives prior written approval from the University.

1.1.2 Should the Firm find at any time that existing conditions make modification in contract requirements necessary, it shall promptly report such matter to the University for its consideration and decision.

1.1.3 The Firm shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated which apply to the operation herein specified.

1.1.4 The Firm's performance may be evaluated by a designee or an Advisory Committee of the University meeting from time-to-time during the period of contract. It will be the responsibility of the Firm to respond, in writing if so requested, to inquiries, requests for change, and recommendations.

1.1.5 The Firm shall provide the University, with telephone numbers and addresses of management personnel and shall arrange for at least one such person to be available during the University's normal working hours by telephone. The Firm shall also provide sufficient backup in times of staff shortages due to vacations, illnesses, and inclement weather.

1.1.6 The Firm shall maintain applicable insurance coverage with appropriate coverage limits. The Firm shall provide the name of the primary insurance carrier and their trade rating which may apply to the operation herein specified.

2.0 Termination

The University may terminate this agreement for any reason, including but not limited to, changes in the market price of the products and non-appropriation of federal or state funding to University, by delivering not less than thirty days prior written notice to Supplier.

If termination is due to default by Supplier, Supplier shall have ten days from receipt of notice to cure the default. If Supplier fails to cure within the ten-day period, university may terminate this agreement immediately.

The failure of university to exercise its rights of termination for default due to Supplier's failure to perform as required in any one instance shall not constitute a waiver of termination rights in any other instance.

3.0 General Terms and Conditions

The terms and conditions shall govern any agreement issued as a result of this solicitation.

Additional or attached terms and conditions which are determined to be unacceptable to the University may result in the disqualification of proposals. Examples include, but are not limited to: liability for payment of taxes, subjugation to the laws of another state, and limitations on remedies.

3.1.1 Interpretation, Enforcement and Forum of Laws

For disputes between University and Supplier, this agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the State of Michigan and the venue shall lie in Kent County.

3.1.2 Compliance with Law

Supplier warrants and certifies that in the performance of this agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3.1.3 Funding Provided by Federal Contracts or Grants

Where federal contracts or grants provide funding to University, it is the responsibility of the Supplier and University to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When federal contract or grant funds are used on purchases under this agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

3.1.4 Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, University may cancel this agreement without prior notice and without incurring any liability whatsoever to Supplier.

3.1.5 Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without University's prior written consent. Any purported assignment made without prior written consent shall be void and of no effect.

3.1.6 Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold University, its officers, agents, servants, and employees harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

3.1.7 Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this agreement or use University logo or trademarks in any advertising material of any kind without expressed written permission. University agrees not to make reference to this agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

3.1.8 Indemnification

Supplier agrees to indemnify and hold University harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to University by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of University or its employees. Supplier, at the request of University, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against University or its respective officers, agents, servants, and employees.

3.1.9 Insurance

The Supplier will procure and maintain, at all times during the term of this contract, the following minimum insurance coverages:

(a) Commercial General Liability Insurance: including Bodily Injury and Property Damage, Independent Contractors Liability, Product Liability, and Completed Operations Liability in limits of not less than \$1,000,000 per occurrence and \$2,000,000 policy aggregate.

(b) Workers Compensation: Statutory limits

(c) Employers Liability: \$500,000 each incident and each disease

(d) Umbrella or Excess Liability: \$5,000,000 per occurrence and in the aggregate. Coverage will sit excess over Supplier's Commercial General Liability, Employers Liability, and Auto Liability

Additional Coverages which may be required, per the scope of work

(e) Auto Liability: \$1,000,000 Combined single limit, except Charter transportation companies who will maintain \$10,000,000 - Only and always applicable to Suppliers who will drive on GVSU property, except Charter transportation companies who are providing chartering services

(f) Professional Liability: \$1,000,000 per claim, except Architects and Engineers who will maintain \$2,000,000 - Only and always applicable to Suppliers with professional designations or licenses, who are providing professional services to GVSU

(g) Environmental Liability \$5,000,000 per claim and aggregate - Only and always applicable to Suppliers who perform environmental remediation, or work with hazardous substances or waste

(h) Liquor Liability: \$2,000,000 - Only and always applicable to Suppliers who will furnish alcohol

(i) Technology Errors & Omissions: \$10,000,000 – Only and always applicable to Suppliers who use, store, or have access to private, confidential or protected data

(j) Privacy & Network Security Liability: \$10,000,000 – Only and always applicable to Suppliers who use, store, or have access to private, confidential or protected data

The Supplier shall name Grand Valley State University as Additional Insured on a primary and noncontributory basis under the following policies: Commercial General Liability, Umbrella or Excess Liability, Auto Liability, and Liquor Liability. The Supplier shall waive rights of subrogation against Grand Valley State University on any policy where said waiver is legally permitted.

The Supplier shall provide Grand Valley State University with Certificate(s) of Insurance which evidence all required coverages, as well as copies of all applicable Additional Insured, Primary and Noncontributory, and Waiver of Subrogation Endorsements. Failure to provide a Certificate of Insurance, or the relevant Endorsement(s) does not waive the Supplier's obligation to carry the required coverage.

3.2.1 Licenses/Permits/Taxes and Tax-Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

University is a 501(c) (3) not-for-profit corporation and is exempt from state sales and use taxes imposed for services rendered and products, equipment or parts supplied.

All prices listed and discounts offered are exclusive of sales and use taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from University (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the tax requirements of the State of Michigan. University shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

3.2.2 Americans with Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

3.2.3 Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the University. University reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings at all University locations are tobacco-free. Use of tobacco products is not permitted in any area inside any buildings. Smoking is prohibited within twenty-five (25) feet of any building, within twenty-five feet of any bus stop on University property and within twenty-five feet of the Little Mac Bridge on the Allendale campus. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this agreement. University reserves the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

3.2.4 Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this agreement unless this agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

3.2.5 Non-Discrimination

In the provision of goods and/or services to Grand Valley State University, the parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination and Grand Valley State University's Commitment to Inclusion and Equity and Equal Opportunity/affirmation Action Policy. In the performance of a contract to provide goods or services to Grand Valley State University, the vendor agrees to not discriminate on the basis of age, color, disability, familial status, height, marital status, national origin, political affiliation, race, religion, sex/gender (including gender identity and expression), sexual orientation, veteran or active duty status or weight.

3.2.6 Sexual Harassment and Bias Incidents

Federal law and the policies of the University prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If University in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this agreement to cause such person to be removed from University's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

3.2.7 Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to University inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to University. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

3.2.8 Gratuities

University may, by written notice to Supplier, cancel the agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of University with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this agreement.

3.2.9 Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, or employee of University to secure or influence the decision to award this agreement to Supplier.

3.3.1 Suspension or Debarment

University may, by written notice to the Supplier, immediately terminate the agreement if it is determined that the Supplier has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

3.3.2 Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither University nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

3.3.3 Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this agreement, University shall have the right to make alternative arrangements to insure the satisfactory performance of the agreement during the time Supplier is unable to perform the required duties. Any costs incurred by University, as a result of such job action, shall be reimbursed by the Supplier.

3.3.4 Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

3.3.5 Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by University and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

3.3.6 Continuation of Performance through Termination

Supplier shall continue to perform, in accordance with the requirements of this agreement, up to the date of termination, as directed in the termination notice.

3.3.7 Proprietary/Confidential Information

University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure. Supplier is hereby notified that University adheres to all statutes, court decisions and the opinions of the State of Michigan regarding the disclosure of proposal information.

All information, documentation, and other materials submitted by Respondent in response to this solicitation or under any resulting contract may be subject to public disclosure under the Freedom of Information Act.

3.3.8 Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

3.3.9 Entire Agreement

This agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

3.4.1 Addendums

If any vendor addendum(s) and/or exhibit(s) conflict with GVSU's specifications, terms and conditions, GVSU's terms and conditions will prevail.

EXPORT CONTROLS. It is Grand Valley State University policy to remain compliant at all times with all U.S. export control regulations, including but not limited to the International Traffic in Arms Regulations and Export Administration Regulations. Before furnishing goods, software, services or technical data that are on the U.S. Munitions List (22 CFR 121) or in the 500- or 600-series of the Commerce Control List (15 CFR 774), [named Agreement party or any other party to this agreement] must notify Grand Valley State University's Office of Research Compliance and Integrity that such items are export-controlled. [Named Agreement party or any other party to this agreement] will ship export-controlled items only after Grand Valley State University's Office of Research Compliance and Integrity has furnished written confirmation that Grand Valley State University is prepared to accept delivery of such items.



CERTIFICATION/PROPOSAL/CONTRACT

Convenience Copier Bid Request for Proposal # 221-07

I. The undersigned certifies that to the best of his/her knowledge:

- There is no officer or employee of Grand Valley State University who has, or whose relative has a substantial interest in any contract award subsequent to this proposal.
The names of any and all public officers or employees of Grand Valley State University who have, or who's relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

Name(s) _____

II. The undersigned further certifies that their company ___ IS or ___ IS NOT currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

III. Bidder declares the following legal status in submitting this proposal:

- A partnership
A corporation organized and existing under the laws of the State of _____
An individual doing business as (DBA) _____

IV. Bidder declares that company is at least 51% owned, controlled and actively managed by (check all that apply):

- African-American, Native American, Woman/Women, Asian American, Multi-Racial, ADA Disabled Person(s), Hispanic American, Veteran Owned

V. Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

VI. The undersigned proposes to furnish all items accordance with the bid document(s) listed herein, including all addenda issued pertaining to same, for the sum or sums as stated, and agrees that these document(s) will constitute the contract if accepted by Grand Valley State University via. submission of a purchase.

Company Name _____

Address _____ City/State/Zip Code _____

Office Phone No. _____ Cellular Phone No. _____ Fax No. _____

Authorized Agent Signature

Name & Title

Witness Signature

Name

Tax Identification No.

Date

VIII. **ACCEPTANCE:** This bid is accepted by Grand Valley State University

Authorized Agent Signature

Name & Title

Witness Signature

Name

Office Phone No.

Cellular Phone No.

Fax No.

38 1684280
GVSU Tax Identification No.

Date

Bid Due, January 25, 2021 at 10:00 AM