

## STANDARD INSTRUCTIONS

All Requests for Proposals issued by Wesleyan University will bind bidders to the Standard Instructions listed below, unless specified otherwise in any individual RFP.

1. **Sealed Bids** – Bids must be received in sealed envelopes. Telephone or facsimile bids will not be considered. Reply envelope shall show the bidder name

### **Proposal submission**

- 5 copies of the vendor proposal and exhibit(s) must be submitted.
- 1 electronic copy of the vendor proposal and exhibit(s) must be submitted to Olga Bookas.
- Proposal must address all issues outlined in “Wesleyan Needs Specifications”
- Proposal must include “Wesleyan Copier Inventory” as Exhibit I.
- Proposal must include no less than 5 References.

2. **Authorized Signature** – Bids must be signed by a company officer or representative authorized to make contractual commitments.

### **Authorized signatures are required on:**

- Standard Instructions, page 2
- Contract Terms & Agreement, page 5
- Wesleyan Needs Specifications, page 8

3. **Late Bids** – Bids received after the date and time specified for public opening on Page 1 of this document will not be accepted.

4. **Bid Price** – Bidders shall submit pricing as outlined in the Proposal Specifications document. In the event of a price discrepancy between the unit prices and extension, unit prices will govern.

5. **Bid Offer Firm** – Responses to this RFP, including bid prices, must remain firm for a period of **120** days from the published date for submission of bids. Wesleyan University shall not be liable for any costs incurred by the bidder in the preparation of this bid.

6. **Rejection of Qualified Bids** – Bids are subject to rejection if they limit or modify any of the terms and or specifications set forth herein.

7. **Changes to Bid** – No additions or changes to the original bid will be allowed after the specified date and time. While changes are not permitted, clarification at the request of Wesleyan University may be required at bidder’s expense.

8. **Rejection for Default or Misrepresentation** – Wesleyan University reserves the right to reject the bid of any bidder that is in default of any prior contract or for misrepresentation.

9. **Award** – Bids will be evaluated and awarded to the lowest competitive bidder based on quality of the goods and services to be supplied, their compliance with specifications, price, administrative costs, ability to perform within the required time or without delay, skill, judgment and experience, past performance, and financial responsibility.

10. **Clerical Errors** - Wesleyan University reserves the right to correct inaccurate awards resulting from its clerical and administrative errors.

11. **Collusion** – In submitting a bid, the bidder implicitly states that the bid is not made in connection with any competing bidder submitting a separate response to the bid and is in all respects fair and without collusion or fraud.

12. **Presentation of Supporting Evidence** – If requested, bidder(s) must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth in the bid or those implied in the bid.

- 13. **Ownership of Bids** -Responses to this RFP are the sole property of Wesleyan University.
- 14. **Amendment or Cancellation of the RFP** - Wesleyan University reserves the right to amend, modify, cancel or otherwise change this RFP at any time if it deems it in the best interest of Wesleyan University to do so.
- 15. **Insurance** - An insurance certificate showing the following minimum requirements must be received by the Wesleyan University Purchasing Services Office prior to awarding the contract.
  - A. **Worker’s Compensation** - **CT Statutory Coverage required**
  - B. **Automobile Liability** - **\$1,000,000.00 (where applicable)**
  - C. **General Liability** - **\$1,000,000.00**
  - D. **Professional Liability** - **\$1,000,000.00 (where applicable)**
- 16. **Bidders must initial** the following remarks, attach forms where required, and sign the bottom of this offer in the space provided.
  - (a) \_\_\_\_\_ I have read, understand and accept all RFP requirements, including, but not limited to the Standard Instructions, Contract Terms and Conditions, and Wesleyan Needs Specifications.
  - (b) \_\_\_\_\_ The warranty on items leased under this bid shall be for a 36 month period.
  - (c) \_\_\_\_\_ Delivery of the items included under this bid shall be made within 14 calendar days from receipt of order.
  - (d) \_\_\_\_\_ Receipt of Exhibits I.

(Company Name)	Telephone #	Fax #
Business Address	City	State      Zip
Authorized Signature	Date	
Print Name	Title	

**NOTICE:** You must anticipate delays and allow sufficient time when delivering bids/proposals. Late bids/proposals, those received by the Purchasing Office after the date and time specified, will not be accepted.

## CONTRACT TERMS AND CONDITIONS

1. **Entire Agreement** - The terms and conditions of this contract constitute the entire agreement between parties hereto and supersede all previous agreements, promises or representations whether written or oral. This contract may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
2. **Acceptance** - The Contractor agrees to and accepts the terms and conditions stated herein.
3. **Payment Terms** - Payment for services provided to Wesleyan University are net 30 days upon receipt of invoice unless otherwise agreed to in writing by both parties. Maintenance CPC paid in arrears quarterly.
4. **Tax Exempt** - Wesleyan University is exempt from Connecticut Sales Tax.
5. **Applicable Law** - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to the services being provided under this contract.
6. **Contractor Default** - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, defaults or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, Wesleyan University may elect to pursue any one or more of the following remedies in any combination or sequence:
  - seek damages.
  - withhold or reduce payment(s) until the default is resolved to the satisfaction of Wesleyan University.
  - require the Contractor to correct or cure the default to the satisfaction of Wesleyan University.
  - suspend the execution of all or part of the services.
  - require that unexpended or improperly expended funds be returned to Wesleyan University.
  - recover any money owed to Wesleyan University from any future payments owing under this Agreement or any other Agreement between Wesleyan University and The Contractor.
  - terminate this Agreement effective upon a date specified in a written notice delivered to the Contractor.
  - any combination of the above actions.

Prior to invoking any of the remedies for default specified in this paragraph, Wesleyan University shall notify the Contractor in writing of the facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such default and/or non-compliance to the satisfaction of Wesleyan University and submit written documentation of the correction to Wesleyan University. If Wesleyan University finds that the default has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing default and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.

7. **Controversies or Claims** - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable state and federal law. The Contractor shall notify Wesleyan University of any claim or controversy brought against it by any person or entity during the term of this agreement.
8. **Warranty** - The Contractor agrees that all goods and services provided hereafter will conform to specifications furnished or adopted by Wesleyan University, and that such goods and services will be fit and sufficient for the purposes intended.
9. **Final Inspection** – All services provided pursuant hereto shall be subject to final inspection by Wesleyan University before acceptance thereof by Wesleyan University is affected. Wesleyan University reserves the right to reject services that are not provided in compliance with the purchase order.
10. **Delay** - If services are not provided within the time specified or within a reasonable time if no time is specified, Wesleyan University may exercise its options as outlined in Paragraph 6 herein.

11. **Contingencies** - Neither party hereto shall be liable to the other for default or delay in delivering or accepting services hereunder if such default or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to Wesleyan University of any such unavoidable delays or defaults.
12. **Non-Waiver** - Failure of Wesleyan University to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies that Wesleyan University may have, nor deemed a waiver of any rights or remedies Wesleyan University may have for any subsequent default.
13. **Equal Opportunity** - Wesleyan University is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, or age.
14. **Governing Law** - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.
15. **Cancellation** - This contract may be canceled by Wesleyan University for non-performance upon 30 days written notice to the Contractor. In the event of cancellation, all monies due shall be prorated against the value of services accepted by Wesleyan University.
16. **Contract Period** - The contract period shall be for 36 months.
17. **Contract Price** - Prices must remain firm during the contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties.
18. **Contract Amendments** - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.
19. **No Joint Venture** - Nothing contained in this contract shall be construed as creating a joint venture, partnership, or employment relationship among the parties hereto, nor shall any party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of any other party.
20. **Indemnification** - The Contractor hereby agrees to indemnify and hold Wesleyan University, its agents, employees, officials and representatives harmless from any and all claims, causes of action, demands for damages, or liabilities of any kind, including the reasonable costs to defend such action regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising from any act, error, or omission of the Contractor and or its employees during or resulting from Contractor's activities (including those of its subcontractors) under this contract.
21. **Notice of Litigation** - The Contractor agrees to notify Wesleyan University if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.
22. **Confidentiality of Records and Computer Files** - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors, and assigns that (1) they may only access such Wesleyan University data, files, records, computers, or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Wesleyan University contract, if any, and, (2) they may only disclose, advertise, advertise for sale, sell, or rent, in any form or use any information obtained or created from, or by the work performed, pursuant to this Wesleyan University contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Wesleyan University records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use, or disclose information not specifically authorized by this contract. Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors, and assigns from work performed pursuant to this Wesleyan University contract, shall subject the Contractor to

the indemnification provisions of this contract in addition to all other rights and remedies available to Wesleyan University pursuant to this contract and law.

- 23. **Record Keeping and Access** - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract.
- 24. **Reporting** - The Contractor shall provide detailed reports to Wesleyan on a quarterly basis at no additional charge. Contractors shall submit quarterly activity reports in Microsoft Excel no later than twenty (20) days after the end of each calendar quarter this contract is in effect. The reports shall be provided in electronic format and shall provide but not limited to the following:
  - Number of service calls per month
  - Average response time per service call
  - Average downtime per service call
  - Service history, including all service calls and corrective actions taken
  - Details of major service problems and service reports shall be provided upon request
  - Reports shall clearly show the quantity/volume per machine

(Company Name)	Telephone #	Fax #
Business Address	City	State      Zip
Authorized Signature	Date	
Print Name	Title	

# WESLEYAN NEEDS SPECIFICATIONS:

## I. BACKGROUND:

Wesleyan University currently leases a fleet of digital copiers from Ricoh. The University operates at over 100 buildings throughout the city of Middletown, Connecticut. The needs of the various office sites as well as copier technology have changed greatly since the current equipment was installed. A spreadsheet of locations and the estimated average number of copies run monthly over the last 43 months is included herein as Exhibit I. These are estimates only, based on reports from the servicing dealer. Numbers were not available for all locations. Copiers may not be replaced on a one to one basis. Wesleyan reserves the right to downsize its fleet by 15% per year, should conditions warrant.

Wesleyan University expects the number of copies to grow, with much of the increase coming from network printing applications. Electronic document distribution is expected to grow during the term of the contract. Fax capabilities are expected from new machines in volume areas, with a portion of departments continuing to handle faxing with stand-alone units.

## II. HARDWARE and TECHNICAL REQUIREMENTS:

As outlined in Exhibit I, “Wesleyan Copier Inventory”, Wesleyan currently maintains 123 copiers campus-wide. All equipment proposed must be New, any Reconditioned, factory produced or Remanufactured machines will not be allowed. Any recommendations of new equipment must meet the following minimum specifications.

### Copier requirements

- Digital
- Duplex up to 8 ½ x 14 for desktop machines up to 11 x 17 on all other models
- Paper sizes: 5 ½ x 8 ½ | 8 ½ x 11 | 8 ½ x 14 | 11 x 17 | A4 | A5
- Reduction and Enlargement capabilities
- Staple Finisher on all models other then desktop

### Printer requirements

- Support PCL, PDF and Postscript printing (No Postscript emulation)
- Stable network interface which supports DHCP
- Easy to use configurations tools (preferably web-based)
- Paper sizes equal to copier requirements
- Standard driver installation
- Machines must have Data Security Kit with encryption and hard drive erase.

### Fax requirements

- Simple, reliable manual fax capabilities (on all models less the 50 pages per minute)

### Supporting Operating Platform System requirements

- Windows XP
- Macintosh OS X
- Linux
- They must also support Stream Printing.

A. Do MFPs come with OCR software?  Yes  No

B. If yes, specify type of OCR software and cost of licensing. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. What software, if any, is included in the cost of the unit? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

D. Use the space below to discuss individual specifications, alternative solutions, or any additional information you would like the Evaluation Committee to be aware of regarding the Wesleyan University’s stated specifications.  
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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**III. VENDOR SERVICE REQUIREMENTS:**

A. Can the vendor provide Wesleyan with a dedicated, on-site Service Technician? (check one)

- Yes
- No

Should additional assistance be required, please attach a list of Service Technicians that would be available to service Wesleyan University equipment. The list should indicate hierarchy of technicians, give multiple contact numbers, and discuss different expertise.

B. How many CNEs (Certified Network Engineers) are employed by the vendor? \_\_\_\_\_

C. Does your company have archiving capabilities?  Yes  No

If yes, discuss below whether it is vendor specific (proprietary) versus third party, and can cross platforms

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

D. Can your company respond to a service call within a 4 hour period, or better? A response is defined as a service representative arriving on-site and working on the specific unit. (check one)

- Yes
- No

E. What is a standard length of time between receipt of a service call and resolution of the problem? \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

F. Will you provide loaner equipment, if the technician is unable to resolve a problem within 2 business days? (check one)

- Yes
- No

G. Can you provide training as deemed necessary by Wesleyan University? (check one)

- Yes
- No

H. Use the space below to discuss any additional information you would like the Evaluation Committee to be aware of regarding service to be provided to Wesleyan University.

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Confirm your ability to meet all of specifications, contained herein, by signing below.

(Company Name)	Telephone #	Fax #
Business Address	City	State      Zip
Authorized Signature	Date	
Print Name	Title	



**IV. PRICE QUOTE:**

Please complete Exhibit I, Columns AI - AL.

- Additional paper capacity configurations and desktop OCR software should also be priced. Prospective vendors may add additional equipment options by listing the option and showing the monthly price to add that option
- Pricing includes parts, labor, toner and staples, for 36 month lease period. Pricing should also include full training on each machine based on its specific configuration. Training must be delivered within 1 day of equipment installation.

Indicate net prices (property taxes will be the responsibility of Wesleyan University), for all proposed equipment that include delivery, installation, training and network installation, when applicable. All prices must be FOB destination. Unit price, amount and total should be clearly specified, or bid may be rejected. Since Wesleyan is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, do not include such taxes.

Use the space below to discuss any additional information you would like the Evaluation Committee to be aware of regarding Pricing being quoted to Wesleyan University.

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**V. REFERENCES:**

Please submit reference information from five (5) customers with the most locations throughout the state as part of the proposal.

1. Customer Company Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Contact \_\_\_\_\_ Title \_\_\_\_\_  
Number of Locations in CT \_\_\_\_\_ Number of Copiers \_\_\_\_\_

2. Customer Company Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Contact \_\_\_\_\_ Title \_\_\_\_\_  
Number of Locations in CT \_\_\_\_\_ Number of Copiers \_\_\_\_\_

3. Customer Company Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Contact \_\_\_\_\_ Title \_\_\_\_\_  
Number of Locations in CT \_\_\_\_\_ Number of Copiers \_\_\_\_\_

4. Customer Company Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Contact \_\_\_\_\_ Title \_\_\_\_\_  
Number of Locations in CT \_\_\_\_\_ Number of Copiers \_\_\_\_\_

5. Customer Company Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Contact \_\_\_\_\_ Title \_\_\_\_\_  
Number of Locations in CT \_\_\_\_\_ Number of Copiers \_\_\_\_\_