



Procurement Services

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November 19, 2018

Shepherd University intends to acquire services from a single vendor to provide multi-functional devices to be used in support of the institution's copier needs. The University currently has approximately 34 copiers across two campuses that are managed by different vendors.

Attached, please find the University's Request for Bid No. SUDL19-09. Please note that all responses are due no later than 3:00 PM local time on Thursday, December 13, 2018 to:

Shepherd University Procurement Services
301 N King Street
217 Ikenberry Hall
PO Box 5000
Shepherdstown WV 25443
Attn: Debra Langford

Thank you for your interest in Shepherd University. If you have any questions, please email me at dlangfor@shepherd.edu.

Debra Langford
Executive Director of Purchasing

REQUEST FOR BID

for

SHEPHERD UNIVERSITY'S
MULTI-FUNCTIONAL DEVICES
NEEDS

Issued by:

Shepherd University
Department of Procurement Services

November 2018

SECTION 1-INSTRUCTIONS TO PROPOSERS

1.1 SCOPE OF WORK

Shepherd University intends to acquire services from a single vendor to provide multi-functional devices to be used in support of the institution's copier needs. The University currently has approximately 36 copiers across two campuses that are managed by different vendors. The campus currently has copiers from different vendors, with different renewal terms, and with different functions. The University would like to enter into an agreement to acquire services from a single vendor in order to streamline services, supplies, and billing.

1.2 BID SUBMISSION

Sealed bids shall be enclosed in a sealed envelope and shall be identified as a "Request for Bid" including the RFB SUDL19-09, and the RFB opening time (3:00) and date (December 13, 2018). The vendor, by making a bid, represents that: (a) the vendor has read and understands the RFB terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the merchandise specified or an acceptable equivalent.

The envelope shall be addressed to Shepherd University Procurement Services, 301 N King Street, 217 Ikenberry Hall, PO Box 5000, Shepherdstown WV 25443 if sending regular mail. If sending express mail, please address to Shepherd University Procurement Services, 217 Ikenberry Hall, 308 N Princess Street, Shepherdstown, WV 25443. The bid must be submitted on or before Thursday, December 13, 2018 at 3:00 PM, local time.

Bids received after the time and date for the bid opening will be returned unopened. The vendor shall assume full responsibility for timely delivery at the location designated for receipt of proposals. Oral, telephonic, facsimile, or telegraphic proposals are invalid and will not receive consideration.

The bid must be signed by such individual or individuals who have full authority from the vendor to enter into a binding contract on behalf of the vendor so that a contract may be established as a result of acceptance of the bid submitted. By reference, the terms and conditions set forth in the Request for Bid shall serve as the contract terms and conditions. No other terms and conditions will apply unless submitted as a part of the bid response and accepted by the University.

The bid price shall include everything for the vendor to provide the merchandise on the Bid Form including the equipment identified, installation of the equipment, and training on the equipment. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

1.3 BID COPIES

One original, signed and completed, and five (5) copies of the bid shall be submitted to the University.

1.4 OFFER ACCEPTANCE PERIOD

Bid (offer) shall remain in effect for a minimum period of ninety (90) calendar days from the bid opening date unless otherwise indicated and is irrevocable.

1.5 REQUEST FOR BID SCHEDULE

November 19, 2018:	Request for Bid is issued
November 29, 2018:	Pre-Bid Meeting at 10:00 a.m. In the Information Technology Conference Room in the Lower Level of Ikenberry Hall
December 13, 2018:	Bid Due at 3:00 PM
December 18, 2018:	Evaluation Complete

1.6 TERM OF AGREEMENT

The successful bidder shall sign a contract that incorporates the requirements and terms of this RFB, the response to the RFB, and the negotiated and agreed upon terms between the bidder and Shepherd University. The initial term of the proposed agreement for copiers services and support shall be for three years with the option to renew for two (2) additional one-year time periods.

1.7 INQUIRIES

Communications with employees of Shepherd University concerning this request by the bidder or on behalf of the bidder, except as specified below would not be appropriate during the submission and selection processes. **Failure to comply with this requirement may disqualify a bidder.**

All questions and/or inquiries concerning this request shall be submitted in writing to:

Shepherd University Procurement Services
217 Ikenberry Hall

301 N King Street
PO Box 5000
Shepherdstown, WV 25443
Attn: Debra Langford, Executive Director
Dlangfor@shepherd.edu

Inquiries submitted after close of business on close of business on Tuesday, December 5, 2018, may be disregarded by the University at its discretion due to proximity to the opening date. Vendors should consider Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFB. If additional information is needed from any source, Procurement Services will work with the vendor and the various offices of the University to gather that information. Should any prospective proposer find discrepancies in or omissions from this RFB or be in doubt of the meaning, the bidder should at once request in writing an interpretation from the University as described above. All necessary interpretations will be made available to all recipients of this RFB in the form of addenda to the RFB and such addenda shall become part of this RFB. Failure of any recipient of this RFB to receive any such addendum or interpretation shall not relieve such recipient from any obligation under their proposal as submitted; copies of such addenda shall be available on the Procurement Office website. The University will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON Shepherd University, regardless of who made the statement.** Every official and binding interpretation made by the University will be made in the form of an addendum that, if issued, will be sent by the University to all interested parties by Shepherd University Procurement Services and posted on the website located at:

<http://www.shepherd.edu/procurement/current-bids>

The Department of Procurement Services can also be reached by:

Telephone: (304) 876-5216
Facsimile: (304) 876-5001

1.7 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFB

Any interpretation, correction or change in the RFB will be made by formal addendum by the University. Interpretation, corrections, or changes to the RFB allegedly made in any other manner will not be binding, and no bidder may rely upon any such interpretation, correction or change.

1.8 MODIFICATION OR WITHDRAWAL OF BID

At any time prior to the specified time and date set for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder with authority as set forth under paragraph 1.2 above and

shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.

1.9 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the bid must be initialed by the person(s) signing the bid.

1.10 REJECTION OF BIDS

The University expressly reserves the right to reject any or all bids, reissue a Request for Bids, and to waive informalities, or minor irregularities and discrepancies.

1.11 ACKNOWLEDGMENT OF AMENDMENTS OF RFB

Receipt of an addendum to this RFB must be acknowledged by a bidder on the Bidder Response Certificate (Attachment A).

1.12 VENDOR REGISTRATION

Prior to any award for purchases exceeding \$25,000 or an open-end contract, the apparent successful bidder must be properly registered with the West Virginia Department of Administration, Purchasing Division, and have paid the required vendor registration fee. At this time, the registration fee is \$125.00. Bidders are encouraged to not pay this fee until such time that they are notified by Shepherd University of intent to award contract.

1.13 NON-FUNDING

All service performed or goods delivered under this contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

1.14 PAYMENTS AND INTEREST ON LATE PAYMENTS

Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.

1.15 RESIDENT VENDOR PREFERENCE

A resident vendor preference will be granted upon written request in accordance with the West Virginia Code, as identified in Attachment C.

1.16 TAX EXEMPTION

The State of West Virginia, the Higher Education Policy Commission, and the Shepherd University Governing Board are exempt from federal and state taxes and will not pay or reimburse such taxes.

1.17 REJECTION OF BIDS

The University shall have the right to reject any and all bids, in whole or part; to reject a bid that is in any way incomplete or irregular; or to reissue a Request for Bids.

1.18 BID PRICE

The prices submitted in the bid shall include everything necessary for the completion of the contract including, but not limited to, providing the merchandise, delivery and installation of merchandise, removal of debris merchandise was shipped within, and training on the merchandise received.

The University may reject an offer if it is materially unbalanced as to process for the basic requirements. An offer is unbalanced when it is based on prices significantly less than cost for some items and prices, which are significantly overstated for other items.

1.19 AWARD OF CONTRACT

The award shall be made by the University to the responsible vendor whose bid will be most advantageous to the University with respect to price, conformance to the specifications, service, quality and other factors as evaluated by the University. Shepherd University has the right to accept, reject, change quantities, and delete items.

SECTION 2-INSTRUCTIONS FOR PREPARING BID

2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFB Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the

preparation and presentation of a response. Failure to comply may result in rejection of the bid response.

2.2 RFB RESPONSE OUTLINE

- A. Response Sheet: The Bidder Response Certification, Attachment A, shall be attached to the front of the bid and shall contain bidders certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Vendor Preference Certificate: The Vendor Preference Certificate, Attachment B, if applicable, should be completed and submitted.
- C. Purchasing Affidavit: The Purchasing Affidavit, Attachment C, acknowledges that neither the responding vendor nor any related party owes a debt to the State of West Virginia.
- D. Disclosure of Interested Parties to Contracts: A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. This form must be submitted as part of the bid prior to any award being made to the bidder.
- E. Price Submission: Section 3 will provide information regarding the Multifunctional Copier Devices equipment requirements. The current equipment being used by Shepherd University departments and the request to provide pricing for similar equipment including options for the machines is also included in this section. This information will be submitted as Attachment E in the bidder's response documentation.
- F. Descriptive Literature: Bidder is responsible for providing descriptive literature that provides a picture and specifications of the merchandise being offered. Please provide this in Section F of the bid submission.
- G. References: Bidders shall include at least three (3) references in a higher education institution or other similar background where such products have been provided (Attachment G). Please include organization, contact name, title, telephone number and email address.
- H. Vendor Exceptions: Describe any exceptions to the terms and conditions contained within this document. Add comments about the project or concerns the bidder (if any) may have regarding the bid in Attachment H.

- I. Problem Resolutions: Please describe the actions that will be taken to resolve issues related to new, broken, jammed, or networking issues. Also include information regarding issues related to damage that may occur while installation services are being performed, and any other issues that may arise that must be resolved expeditiously due to the time restraints of the installation of the equipment (Attachment I).

SECTION 3-TECHNICAL SPECIFICATIONS

3.1 COPIER EQUIPMENT AND SERVICES REQUESTED

Shepherd University intends to select a qualified vendor to provide all multi-functional copiers from one manufacturer, plus service, parts, labor and all supplies, including toner and staples (excluding paper) for all black toner multi-functional copiers and color copiers as specified in this document. The copier equipment will be rented from the successful vendor and will not become the property of the University. The qualified vendor will provide monthly pricing for

each copier that the University would be renting to replace the currently machine. renting. The current copier listing will be identified at the end of Section 3.

3.2 CURRENT COPIER LEASES

The success vendor will be required to cancel or terminate all of its copier contracts, if any, with the institution, or any department or unit thereof, existing at the time of the award of contract hereunder and to roll all copier equipment covered thereby into the new contract and to provide all new equipment. The exception would be that any copier equipment that the successful vendor has placed as new equipment in a department since January 1, 2017 and can be identified as such by dated delivery slip, may remain at that location only and will not require a new machine.

3.3 NETWORK CAPABILITIES

The equipment is to be installed with network printing components to be included in all equipment.

3.4 DEVICE LENGTH OF TIME

Regardless of the length of time a device has been in place at the end of the contract all devices must be removed at no penalty or additional cost to Shepherd University.

3.5 EQUIPMENT MOVING

Shepherd University reserves the right to physically move equipment without liability within Shepherd University. The vendor shall relocate copy equipment from one location to another as the University deems necessary at no cost to the University.

3.6 MINIMUM EQUIPMENT REQUIREMENTS

3.6.1 The successful vendor will provide copiers and related equipment, materials and services. Shepherd University departments will not be allowed to enter into any new agreements for copier equipment after the award of contract. Approval would only be granted if an unusual need and/or significantly reduced cost would not be met by the contract to be awarded hereunder.

- 3.6.2 The successful vendor will be required to provide copying, network printing, scanning, faxing components with the devices, install them, and provide these capabilities.
- 3.6.3 The successful vendor will make a master bill for the University to pay from so that all machines can be paid at the same time.
- 3.6.4 Vendors will provide their full suite of equipment and peripherals, per manufacturer, of multi-functional devices and functionality for those devices.
- 3.6.5 Devices must be new, not remanufactured or used.
- 3.6.6 Vendors cannot use 3rd party financing.
- 3.6.7 Following is the institution's definition of monthly copier volume per tier on average:

Level 1:	0-500 Table Top Models
Level 2:	0-3,999
Level 3:	4,000-9,999
Level 4:	10,000-16,999
Level 5:	17,000-35,999

- 3.6.8 Requirements of Equipment
 - A. All equipment must be the current model for this technology at the time of installation. If during the contract term technology changes or models are added/removed/replaced by the manufacturer, the newest model shall be used. The new equipment will be bound by the same terms, conditions and prices as the original equipment.
 - B. Produce 8 ½ x 11 and 8 ½ x 14 and 11 x 17 from the same size original with these sizes on line at all times, except level 1 where 11 x 17 can be handled through the by-pass tray.
 - C. Print at 600 x 600 true DPI from electronic or hardcopy original.
 - D. Must also be able to print/scan at a lower resolution than 600 x 600, if needed.
 - E. Have Auto Image rotation or Automatic image orientation at all levels except level 1.
 - F. Reduce or enlarge 25%-400%, except at level 1 where 50% to 200% is acceptable
 - G. Have Automatic document feeders that have a minimum capacity of 50 sheets except at level 1 where 30 pages are sufficient.
 - H. Feeder must scan originals at no less than 80% of rated prints per minute of the unit.
 - I. Unlimited duplexing for all sizes originals 8 ½ x 11 to 11 x 17. 1:2 and 2:2 capacities.
 - J. Automatic duplexing must not reduce the rate of copies per minute more than 30%.
 - K. Console model or equipped with stand or cabinet with option to lock.

- L. Internal copy control feature that provides a method to assign access codes to all walk up and networked print jobs.
- M. Have sufficient surge protectors to handle problems relating to power surges.
- N. If internal/external hard drives are required for additional features, then they must be present and of sufficient capacity to fulfill the requested customer need.
- O. Security feature that prevents files remaining on the hard drive of the unit from being accessible.
- P. Have one operator's manual per unit.
- Q. Have the book copy feature that produces single and two sided copies from book originals.
- R. Be capable of all levels of N-up printing.
- S. Have cable of adding PCL 6-E and Adobe Postscript 3 or Postscript 3 emulator as long as the emulator is 100% compatible with Adobe Postscript 3 files.
- T. Be capable of providing network printing components, installing them and then providing network printing in the standard environments defined.
- U. Provide a feature that prevents a network-printing job from automatically running when submitted, except at Level 1. There is to be a mechanism that allows a user to submit a job and only upon entering a code or card will the job print. There is to be a no recall option for any job to be reprinted or copied after the original job is completed.
- V. Contain a setting that allows a walk-up user to have the next priority after the current job is completed. This would mean that the walk-up job would be run before the next pending print job.
- W. Capable of walk up printing even though network printing problems exist.
- X. Capable of scanning to PC/file, email or FTP at all levels except 1.
- Y. Scanning to create PDF files.
- Z. Options for faxing must be available, if requested.
- AA. All multi-functional devices, unless otherwise noted in levels 1-5 shall be a type that can image and feed cut size, 20 lbs dual purpose premium #4 sulphite bond recycled paper with 20% post-consumer waste, grain long, white and all colors of paper, letterheads, or pre-printed paper.
- BB. All devices shall be the stationary flatbed platen type.
- CC. As new devices/options become available, the vendor will make them available under the same terms of the contract. Software/memory updates will be the responsibility of the vendor and provided in a timely manner, and at no additional cost. At any time during the contract period that the equipment originally bid is no longer produced, the vendor must substitute a new model which meets or exceeds all original bid specifications at the originally bid price.

3.6.9 Minimum Specifications per Level 1-5

Level 1-Must meet minimum requirements as listed previously plus

Copy Speed: Under 20 pages per minute

Paper Trays: Hold minimum of 500 total sheets

Level 2-Must meet minimum requirements as listed previously plus

Copy Speed: 20 pages per minute

Paper Trays: Must hold a minimum of 1000 sheets

At least 16 to 24 lb. paper weight range

Internal Copy Control: Minimum of 100 codes capable of tracking printing and copying counts.

Finishing: Capable of offset sorting/stacking and multi-position stapling

Level 3-Must meet minimum requirements as listed previously plus

Copy Speed: 30 pages per minute

Paper Trays: Must hold a minimum of 2000 sheets

At least 16-32 lb. bond paper weight range

Internal Copy Control: Minimum of 100 codes capable of tracking Printing and copying counts.

Finishing: Capable of offset sorting/stacking and multi-position stapling.

Level 4-Must meet minimum requirements as listed previously plus

Copy Speed: 40 pages per minute

Paper Trays: Must hold a minimum of 4000 sheets

At least 16-32 lb. bond paper weight range

Internal Copy Control: Minimum of 100 codes capable of tracking, printing, and copying counts.

Finishing: Capable of offset sorting/stacking and multi-position stapling.

Level 5-Must meet minimum requirements as listed previously plus

Copy Speed: 50 pages per minute

Paper Trays: Must hold a minimum of 4000 sheets

At least 16 bond to 70 lb. text paper weight range

Internal Copy Control: Minimum of 100 codes capable of tracking, printing, and copying counts.

Finishing: Capable of offset sorting/stacking and multi-position stapling.

3.7 Additional Requirements of Self-Serve Copiers

- Meet minimum requirements as listed previously, plus:
- Copy Speed: 20-35 pages per minute
- Paper Trays: Must hold a minimum of 2000 sheets

- Must include booksaver and binderminder.
- Each machine needs to be equipped to take a swipe card, cash or coin, and provide change for coins up to a quarter.
- Locations of copier and vending/debit card readers will be determined by Shepherd University.
- Vendor will assume all risk of loss due to theft or counterfeiting of vending/debit cards. Shepherd University agrees to cooperate with vendor in investigation of fraudulent use.

3.8 Requirements for Color Devices

Must meet minimum requirements as listed previously plus

- Full color
- Copy Speed: 30 pages per minute
- Paper Trays: Must hold a minimum of 2000 sheets
- At least 16-32 lb. bond paper weight range
- Internal Copy Control: Minimum of 100 codes capable of tracking printing and copying counts.
- Finishing: Capable of offset sorting/stacking and multi-position stapling.
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3.9 Network Printing Minimum Requirements:

Must work for PC and MAC environments

Level 1 Must be able to connect to network via NIC card.

Level 2 & 3 Must have at least 233 MHz or greater print controller.

Level 4 & 5 Must have at least 600 MHz print controller

- If there is not hard drive in the stand-alone unit then the print controller must have a hard drive large enough to perform the requested workload.
- Print Controller memory must be at least 256 MB except Level 1 where 128 MB is sufficient.
- PCL 6-E and all software are required. If needed, Postscript level 3 emulators are required.
- Print drivers must be able to support standard environment.
- All firmware upgrades are to be included and installed by the vendor including those available from the internet.
- 90% of the unit features are to be available, but must include full functionality of finishing, paper selection, and stapling.
- Must allow the user to see the status of the multi-functional device from their computer including but not limited to the following: Printer error, paper jam, door open, machine offline, toner and paper low, add toner and staples, and job complete.
- Network cards required where necessary.

- Network Protocols: TCP/IP, LPR/LPD/Raw IP, Netbios SMB, IPX/SPX, Net BEUI, IPP, NDPS.

3.10 Operational Requirements

Shepherd University expects vendor support in its continuance towards a completely digital environment through acquiring and implementing leading edge digital multifunctional technology.

3.11 Multifunctional Device Installation, Training, Removal and Relocation Requirements:

Successful vendor will work with Shepherd University representatives to install new devices. All installations and removals of equipment are to be coordinated with the departmental representative after notification from Procurement Services. Orders to install or remove equipment and network printing components are to be completed within 31 calendar days after the request is received by Procurement Services. The cost of these services is to be included in the monthly rental rate. All installation costs are to be included even when stairs, additional equipment, etc. are required.

- The Vendor shall provide training for each specific copier location at the University upon placing the device. The service technician must be able to provide training if needed. Follow-up training may be set up for a later date after initial training has been done upon delivery. Departmental staff will be trained in the removal of simple misfeeds, the addition of supplies and toner, the cleaning disciplines required by the specific device, and how to provide meter readings as required. Departmental staff must also be instructed in the routine necessary to acquire service, phone numbers to call, and people to reach. Training will need to be repeated from time to time due to new and transfer employees and shall be provided by the vendor during the entire term of the agreement.
- Under no circumstances shall a removal fee be charged if the equipment is removed because of unsatisfactory performance.

3.11 Loaner Devices

The vendor must be prepared to provide loaner equipment. Loaner equipment is to be charged at the same prices as the original equipment.

3.12 Service Requirements

It is required that at least one service technician be dedicated solely to the Shepherd University campus. Regular work hours for the campus are 8:00 a.m. to 4:30 p.m. on business week days.

Physical response time will be monitored on all equipment and is not to exceed two (2) hours for emergency (down equipment) calls, and four (4) hours for incidental/preventative maintenance calls. Response time is defined as the time from the point the call is placed until the technician responds to the equipment. If the problem cannot be resolved in the above time frame, the service technician must notify the department with a plan of resolution. Recurring problems with a particular machine may result in a detailed review. Successful vendor must obtain their own parking permit and can do so by contacting the Shepherd University Police Department. It will be the sole responsibility of the vendor to maintain response times with adequate technical personnel. The vendor will provide a toll free dispatch number for call to be used by the Shepherd University staff twenty-four (24) hours per day, seven (7) days a week.

3.13 Supplies, Parts, and Service

All supplies and parts, except paper and transparencies, including replacement parts such as but not limited to the following: Toner, developer, drums, blades, organic photo conductors, safety retrofits, rollers, belts, corona wires, platen, sensors, lenses, lubricants, PM kits, software, programming, emergency calls, staple wire including staples is to be supplied by the vendor and included as part of the monthly charge. An appropriate level of parts and supplies must be available. Vendor is responsible for the performance and compatibility of the supplies and parts to the equipment. Delivery of the requested supplies and parts must be made within a two (2) days of the order.

3.14 Preventative Maintenance Service

The vendor will provide on-going preventative maintenance for all devices to avoid unnecessary down time.

3.15 Record Keeping Service

The vendor will provide an electronic filing of all copiers machines and their identification numbers indicating the machines location by campus, building and room number. The vendor will also maintain and provide a copy of the service records and preventative maintenance records on each device as least once a quarter for the duration of the contract.

3.16 Invoice Requirements

The vendor shall provide invoicing twelve (12) times per fiscal year (July through June 30) based upon the monthly pricing for the rental provided by the monthly closing dates. All devices will appear on one (1) invoice every month, the billing/invoice summary will show the following: Model number, serial number, location of device, billing period, meter reading to ensure that the number of copies of are within the allocated allowance. All meter readings will be taken and submitted by the department. Invoices are to be sent no later than 15 days after the end of the billing period. This will ensure that the invoice expenses can be recorded in the appropriate billing period for Shepherd University's financial statement purposes.

An example of billing/invoice must be provided as an example with the bid submission.

3.17 Vendor Master Billing

Prorating will be expected on equipment that has not installed for an entire month. It is requested that billing be made prior to the monthly end cycle. Each month shall be considered an entire month, regardless of the number of days in the month and the billing shall start on the date that the machine was installed and continue through the end of the month. Billing shall be on a monthly basis with no payments being made prior to equipment being installed.

Vendor invoicing shall correspond to the same twelve (12) periods specified. Vendor invoice shall be prepared such that each device location is listed separately along with the beginning meter reading and date, ending meter reading and date, and the number of copies made by location. The master vendor invoice shall show the total copies made by all devices and bill. This will ensure that the responsible department is within the allocated copy allowance per the machine.

3.18 Administrative Requirements

3.18.1 Vendor must participate in quarterly meetings or more often as requested. Written reports are to be provided with the following:

- Monthly average response time to service calls, listing how many individual service calls met expected response time.
- Plan of action for any devices with more than three calls.

- Report detailing service calls per unit.
- Report of any irregularities in copy volume, or specific service needs.

3.18.2 The vendor shall, when requested, will meet with personnel of the University to communicate information about changes or advancements in the Copier Equipment Industry, which could affect the University or a specific department within the University. In addition, when requested, the vendor shall meet with any department, or any employee of the University to rectify any situation which may occur which could potentially be harmful between the University and the vendor.

3.19 ADDITIONAL INFORMATION

Additional requirements are being placed on this bid:

- A. Time is of the essence, and delivery may be considered in making an award. Merchandise must be delivered within the timeframe indicated in the bid.
- B. Brands, models, and functions identified in the current equipment spreadsheet are shown are to be used to indicate the level of performance and quality of the equipment required. Pricing identified should include the monthly base price of the machine. Pricing should also include options that could be exercised for the machine as this will be dependent upon the University department's use and needs of the machine.
- C. Please include descriptive literature of the equipment being offered.
- D. Failure of successful proposer to make delivery as quoted herein will be considered sufficient cause for cancellation.

3.20 RESOLUTION OF ISSUE(S)

Vendor should describe the action(s) that will be taken to resolve the items that are damaged when delivered, any issues that arise when installing equipment, damage that may occur to any building, or any other issues that arise related to the contract.

3.21 CURRENT COPIERS

The list of current copiers that are being used at the Shepherd University campuses is identified below:

Location / department	Make	Model	Notes
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Martinsburg Center in Martinsburg	Ricoh	MPC5502	
Library 2nd floor	Xerox	WorkCentre 7120	Pay to Copy
Library 2nd floor	Xerox	WorkCentre 4250	Pay to Copy
Moler / SUPD	Ricoh	C2003	
Martin / Honors	None		
Wellness Ctr. room 112	Ricoh	MP C3503	
Butcher 218B / Athletics & HPERs	Ricoh	Aficio MP 6002	
Frank 113 / Music	Xerox	AltaLink B8055	
Miller / Res. Life	Ricoh	MP C4504	
CCA I room 218 / Art and Theatre	Xerox	AltaLink C8045	
Facilities	Konica Minolta	Bizhub C253	
EOB 226	Ricoh	MP C4504	
Dining Hall Upstairs	Ricoh	MP401	
Dining Hall G1A	Ricoh	MP C3004	
Gardiner 109	Ricoh	MP C3004 ex	
Gardiner G18	Ricoh	MP C3004	
Gardiner G13	Ricoh	MP C307	
Ikenberry L07	Ricoh	Aficio MP 2852	
Ikenberry 107	Ricoh	MP C4504	
Ikenberry 212	Ricoh	Aficio MP 301spf	
Ikenberry 217	Ricoh	Aficio MP 2852	
Student Center 122	Ricoh	MP C4503	
Student Center 216	Ricoh	Aficio MP C3001	
Human Resources	Ricoh	MP C3503	
White Hall 230	Ricoh	MP 6002	
White Hall 330	Xerox	WorkCentre 5955i	
Knutti 105	Ricoh	MP 4054	
Knutti 220	Ricoh	MP 5054	
McMurrin	Ricoh	MPC 2551	
Byrd Science 212	Lanier	LD122	Grad Studies
Byrd CHE Main Office	Xerox	Phaser 8560 MFP	
Byrd CHE 2nd Floor Workroom	Xerox	WorkCentre M118	Copy only/ not networked

Academic Support Center - Library	Ricoh	MP 3544	
Student Center	Ricoh	MP C5502A	

SECTION 4-EVALUATION CRITERIA

To be considered responsive, the bidder must complete the Bid Form located in Section 3.

The University reserves the right to drop from consideration:

- Those items that not all bidders submitted a bid;
- Those items that were not bid as specified.

In addition, the University will consider:

- The ability, capacity, and skill of bidder to perform the contract or provide the services required;
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

The University reserves the right to make calculations to allow comparisons. Comparison may be made among the three different areas listed in Section 3 to evaluate the most cost advantageous Bid being offered to the University.

SECTION 5- GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. ACCEPTANCE: Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract; including, without limitation, the validity of this Purchase Order/Contract.
3. ARBITRATION: Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
4. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.

5. BUYER: For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
6. CANCELLATION: The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
7. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
8. DELIVERY: For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. HOLD HARMLESS: The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law; therefore, such a provision is void and of no effect.
10. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. NON-FUNDING: All services performed or goods delivered under this Purchase Order/Contract are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
15. REJECTION: All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. SELLER: For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, proposal, proposal or expression of interest has been accepted and has received a lawfully issued purchase Order from the Buyer.
17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.

18. TAXES: The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. TERMINATION: In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

ATTACHMENT A
BID RESPONSE CERTIFICATION
SHEPHERD UNIVERSITY

DATE

The undersigned, as bidder, declares that he/she has read the Request for Bids and the following bid is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers _____ to _____ have been received and were examined as part of the RFB document.

Name of Bidder

Signature of Bidder

Title

Firm Name

Street Address

City, State, Zip

Telephone

Facsimile Number
ATTACHMENT B

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code, §5A-3-37*. (Does not apply to construction contracts). *West Virginia Code, §5A-3-37*, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:
____ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
____ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked:
____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked:
____ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the Bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. Application is made for 5% vendor preference for the reason checked:
____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-59* and *West Virginia Code of State Rules*.
____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. Application is made for reciprocal preference.
____ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(f), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-26-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/16/2018)

ATTACHMENT D-DISCLOSURE OF INTERESTED PARTIES

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised October 7, 2017

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: _____ Address: _____

Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised October 7, 2017

ATTACHMENT E

PRICE SUBMISSION FOR REPLACEMENT MACHINES ON A PER MONTH BASIS

INCLUDE OPTIONAL FUNCTIONS AS SEPARATE PRICING

ATTACHMENT F

DESCRIPTIVE LITERATURE OF ALL EQUIPMENT BEING OFFERED

ATTACHMENT G

REFERENCES

ATTACHMENT H
VENDOR EXCEPTIONS

ATTACHMENT I
PROBLEM RESOLUTIONS