TO:

RE: Request for Proposal – ePrint Solution
The University of Alabama in Huntsville
Proposal No. P00110

The University of Alabama in Huntsville is requesting proposals to secure a vendor to enter into a contract to provide ePrint Solution Services.

All Requests for Proposals must be furnished to Terence Haley in Procurement Services (P00110), Business Services Building (John Wright Drive), The University of Alabama in Huntsville, Huntsville, Alabama 35899 by 2 pm on June 2, 2017. Proposals may be express mailed to Procurement Services/Proposal P00110, Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, AL 35899.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, proposal number, name of the project, and date.

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, revisions will be posted in writing by Procurement Services on our website http://www.uah.edu/business-services/vendors/bid-opportunities. The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

In order to be considered for selection, vendors must submit a complete response to this request for proposal. One original and two copies of each proposal must be submitted to the University. The vendors shall make no other distribution of the proposals.

No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days. The University reserves the right to waive any informality and to reject any and all proposals.

All questions pertaining to this Request for Proposal should be addressed to Terence Haley via email: haleyt@uah.edu, (Subject: ePrint Solution Services Proposal P00110).

Sincerely,

Terence Haley

Terence Haley, Director
Procurement & Business Services
INTRODUCTION

The University of Alabama in Huntsville is seeking proposals from qualified companies to provide an ePrint Solution Service.

SERVICES

The University is looking for an ePrint Solution to provide the best possible service and reasonable pricing for the students. The information contained in this RFP represents the minimum required, however, vendors are encouraged to offer their best possible proposal. Initially, the University wishes to place 8-10 Kiosks (Library, Charger Union, Residence Halls, CTC, Engineering, and Tech Hall) with the option to add additional ones as needed (after about 6 months) and/or to remove the same as needed because of a lack of use.

Each Vendor is expected to submit a fully detailed proposal that adequately describes the advantages and benefits, which the University would realize, by acceptance of its proposal. If there are any costs to the University, it must be clearly addressed in your proposal.

All proposals must fully address the following items in detail:

1.0 General Services / Issues
1.1 Maintenance including stocking paper and toner plus troubleshooting
1.2 Staffing (the people that will be responsible for the maintenance)
1.3 Whether or not service is provided nights & weekends
1.4 Standard and User Price (also what can cause a price increase or decrease) and how the University is involved in price increases
1.5 Where the supplies will be stocked
1.6 Whether or not the University receives any percentage of printing revenue
1.7 Term (renewable with signatures each year)
1.8 Adding kiosks as needed after the initial six months
1.9 Removing kiosks for the lack of use or for other reasons deemed appropriate by the University
1.10 Branding requirements
1.11 Reports that you provide (canned or customizable)

2.0 Device Questions:
2.1 Kiosk print types (high-speed, low-speed, color, black & white, duplex)
2.2 Requirements at the kiosk location (network, power and environmental requirements)
2.3 What methods do you support for printing to the kiosk?
3.0 Payment Questions:
3.1 Forms and methods of payment accepted (credit card, debit card, UAH Charger Card)
3.2 Whether or not your company and device is PCI Compliant for credit Cards
3.3 Whether or not your Kiosk will work with Blackboard Systems
3.4 UAH utilizes local payment options for student payments using on campus methods, what options are available for your system to utilize this solution and also accept credit card transactions.

4.0 Security Questions:
4.1 If network connected, are the devices tested for network vulnerabilities?
4.2 When network vulnerabilities are discovered, how are they mitigated?
4.3 How often are updates required to the kiosk and how are they applied?
4.4 How are print jobs transferred to the printer and where are they stored.
4.5 Does the kiosk store the print jobs on media and, if so, how are they removed?
4.6 If you allow the use of USB drive, how do you protect against malware from USB drives?
4.7 If magnetic cards are used for payment, how is the reading device secured from attackers?

PROPOSAL PROCESS

Proposals including one original, one thumb drive, and two copies will be received from each vendor in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. The Vendor shall make no other distribution of the proposals. Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in that single document.

Sealed proposals will be received subject to the conditions cited herein until 2:00 p.m. on June 2, 2017. All proposals must be furnished to Terence Haley, Procurement Services Office, in the Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, Alabama 35899.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the Vendor, proposal number, name of the project, and date. No proposals may be withdrawn after the scheduled closing time for receipt of proposals for a period of sixty (60) days.

Ownership of all data, material and documentation originated, and prepared for, the University pursuant to the Request for Proposal shall belong exclusively to the University.

Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the Vendor and its staff, and cost. Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University.

Vendors submitting a proposal, should be prepared to come (at their expense) to the University to provide a demonstration / presentation of their service. The vendors that are requested to provide a demonstration / presentation will be determined by the University.

The successful vendor will be required to provide proof of insurance.
The University of Alabama in Huntsville requires that all vendors, sub-contractors and service providers adhere to all federal and state environmental, health and safety regulations and local fire and building code ordinances when performing any work on The University of Alabama in Huntsville property or delivering any service to the University. The University reserves the right to suspend any work or delivery that violates any federal or state regulation or local ordinance until further notice.
EXECUTION OF PROPOSAL

By submitting this proposal, the potential vendor certifies the following:

1. This proposal is signed by an authorized representative of the firm.

2. The costs associated with performing the service described herein have been determined and included.

3. The potential vendor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

Therefore, in compliance with this RFP and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the services.

VENDOR: ________________________________

ADDRESS: ______________________________

CITY, STATE, ZIP: __________________________

FEDERAL EMPLOYER IDENTIFICATION NUMBER: __________________________

BY: ________________________________

TITLE: ________________________________

(Signature)

____________________________________

(Typed or Printed) (Date)
1.0 GENERAL INFORMATION

1.1 **Time for Acceptance**: Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays.

1.2 **Vendor’s Representative**: Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.

1.3 **Subcontracting**: Vendor may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

6.0 CONTRACT TERMS AND CONDITIONS

(Contractual and Consultant Services)

6.1 **Governing Law**: This contract is made under and shall be governed and construed in accordance with the laws of the State of Alabama.

6.2 **Situs**: The place of this contract, its situs and forum, shall be Alabama, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

6.3 **Standard of Performance**: The Vendor shall give its best effort to the performance of its undertaking under this contract, shall perform all services to be provided hereunder consistent with the highest standards of care, skill, and diligence, and shall employ sound, business-like, effective, and exemplary practices.

6.4 **Interest of Vendor**: The Vendor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of this proposal no such person having such interest shall be employed or engaged.

6.5 **Key Personnel**: The Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University’s Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Vendor’s proposal.

6.6 **Force Majeure**: The Vendor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall not be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of God, governmental action, etc., but it will be liable for all other delays, including specifically that caused by its own fault or negligence.
In case of default by the Vendor, The University of Alabama in Huntsville may procure the services from other sources and hold the Vendor responsible for any excess cost incurred thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful vendor without expense to the University. Upon the entering of a judgment of bankruptcy or insolvency by or against the Vendor, the University may terminate this contract for cause.

6.7 **Termination:** If either party shall be in material breach of a provision of this Agreement and such breach shall not be cured within sixty (60) days after receipt of written notice thereof, then, in addition to all other remedies available to it, the non-breaching party may elect to terminate this Agreement. Notwithstanding the foregoing, neither party shall be considered to have breached a provision hereof if performance is prevented or delayed by act of God or other circumstance beyond a party’s reasonable control.

6.8 **Additional Termination Rights:** Vendor may terminate this proposal at any time by notice to the University without further liability, if any of Vendor’s permits or other approvals required from any governmental authority or any licenses required from any third party to operate its business is canceled, expires, or is withdrawn or terminated without fault on the part of the Vendor, or if the University fails to have authority to enter in this contract. Upon such termination, the University shall be paid any amounts owed by Vendor as of the date of termination; however, Vendor will be relieved of all other obligations under this proposal.

6.9 **Conduct on Premises:**

a) The Vendor agrees that all persons working for and on behalf of it whose duties bring them upon the University’s premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University’s officers. The University reserves the right to have any employee of the Vendor that does not comply to appropriate behavior, removed from the premises (Campus) and not to return.

c) The Vendor shall be responsible for the acts of its employees and agents while on the University’s premises and for all injury to persons and damages to property located on University premises caused by its employees and agents. Accordingly, the Vendor agrees to take all necessary measures to prevent such injury and damage. The Vendor shall promptly repair, to the specifications of the University’s Physical Plant Director, any damage that it, or its employees or agent may cause to the University’s premises or equipment. In the event the Vendor fails to do so, the University may repair such damage and the Vendor shall reimburse the University promptly for the cost of repair.

b) The Vendor agrees that, in the event of an accident of any kind on the University’s premises involving any of its employees or agents, the Vendor will immediately notify Laurel Long, Associate Vice President, Human Resources, and thereafter furnish a full written report of such accident.

6.10 **Availability of Funds:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to The University of Alabama in Huntsville for the purpose set forth in this agreement.
6.11 **Assignment:** No assignment of the Vendor’s obligations or the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing procurement authority, the University may:

a) Forward the contractor's payment check(s) directly to any person or entity designated by the Vendor, or

b) Include any person or entity designated by the Vendor as a joint payee on the Vendor’s payment check(s).

In no event shall such approval and action obligate the University to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all contract obligations.

6.12 **Compliance with Law:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

6.13 **Nondiscrimination:** Operator agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this Agreement, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex (including marital or parental status), pregnancy, sexual orientation, gender identity, age, disability, citizenship, genetic information or status as a disabled veteran, a recently separated veteran, an active duty wartime or campaign badge veteran, and an Armed Forces services medal veteran. The equal opportunity clauses required under Executive Order 11246 and regulations issued thereunder are made a part of this Agreement by reference.

6.14 **Insurance:** The Vendor is only responsible for general property risks of accidental loss to the building, and/or other equipment or furnishings owned by the University and provided to the Vendor under this contract, except when caused by Vendor negligence.

The Vendor shall maintain in force at all times during the terms of this proposal, with responsible insurance carriers, the following:

a) Workers’ Compensation Insurance, required by the laws of Alabama, in the amount of the statutory limits, covering all of the Vendor's employees engaged in any work hereunder and, in case any work is sublet, the vendor shall require the insurance for all of the subcontractor’s employees unless such employees are covered by the protection afforded by the Vendor’s insurance.

b) Automobile liability insurance in the amount of $300,000 per person and $500,000 per occurrence, if the use of an automobile by the Vendor is involved in or related to its performance under the contract.

c) General liability insurance, in appropriate amounts as mutually agreed by Vendor and University.
The Vendor shall provide annually a Certificate of Insurance to the University with respect to one (1) or more of the foregoing coverages. The University shall be made an additional insured on any of such policies of insurance.

6.15 **University Name – Limitations on Use:** The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of Laurel Long, Associate Vice President, Human Resources. However, the Vendor shall be allowed to include the University on its routine client list for matters of reference.

6.16 **Entire Agreement:** This proposal and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the vendor’s proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

6.17 **Amendments:** This proposal may be amended only by written amendments duly executed by The University of Alabama in Huntsville and the Vendor.
In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

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* Your company reference number, if applicable with this bid quotation.

**NOTE: Please indicate your company classification in the appropriate box above:** Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

**Certification Pursuant To Act No. 2006-557**

**Alabama Law (Section 41-4-116, Code of Alabama 1975)** provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

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The University of Alabama in Huntsville prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval. Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a “No Bid” response in accordance with Alabama Competitive Bid Law 41-16-24 sub-part b.

The University of Alabama in Huntsville will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

REV. 8/12
State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Getting Started” for information about the program, requirements, and enrollment process.
- Click “Enroll in E-Verify” and begin enrollment process.
- When enrollment process is complete, click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the E-Verify Quick Reference Guide.

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _________________________________ (Company) certifies to the Board of Trustees of the University of Alabama that the Company does not employ an individual or individuals within the State of Alabama.

_____________________________________
SIGNATURE OF COMPANY OFFICER

_____________________________________
PRINT COMPANY NAME

_____________________________________
PRINT NAME OF COMPANY OFFICER

_____________________________________
PRINT TITLE OF COMPANY OFFICER

_____________________________________
DATE

REV. 6/12
In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed for all contracts, such as proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted (“Agreements”). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions
For the purposes of this form, the following terms shall have the following meanings:

- **“Agreement.”** Any agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **“Family Member.”** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse’s parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **“Public Official.”** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentality, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentality, including governmental corporations.
- **“Relationship.”** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under Board Rule 106.
- **“UAS.”** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **“You.”** Includes, (1) the entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

| 1. Name of Entity or Individual Completing this Form (proposed contracting party) |
| Entity Name: | |
| Individual Name: | |
| Title: | |
| Address Line 1: | |
| Address Line 2: | |
| City, State, Zip: | Telephone: |

| 2. UAS Entity with which you propose an Agreement? (i.e. University, College, Department, etc.) |
| |

| 3. Describe the proposed Agreement: |
| Goods and services to be provided: | |
| Grant or proposal number (if applicable): | |
| Amount or anticipated amount: | |
| Term: | |

Is the proposed Agreement the result of a competitive or bid process?  
[ ] Yes  [ ] No
4. Have "You" (See definition above) previously provided goods and/ or services to UAS within the current or last fiscal year?  
☐ Yes  ☐ No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services:
Campus and Department:
Type of Goods/Services:
Amount Received:

Entity Providing Goods or Services:
Campus and Department:
Type of Goods/Services:
Amount Received:

*If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.*

5. Did the amount of goods and/or services identified in response to Question 4 total $1,000,000 or more?  
☐ Yes  ☐ No

6. Do you have a relationship with a UAS employee, UAS Trustee, or Public Official who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit?  
☐ Yes  ☐ No

If yes, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official:
Campus/department where employed or position held:
Nature of relationship:
Potential Benefit:

Name of UAS employee, Trustee, or Public Official:
Campus/department where employed or position held:
Nature of relationship:
Potential Benefit:

*If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.*
7. Have any paid consultants and/or lobbyists assisted in obtaining the proposed Agreement? □ Yes □ No
   If yes, please provide the following information for each consultant or lobbyist:
   Name:
   Address:

   Name:
   Address:

   If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.

   By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

Signature                                      Date