



Lehigh Carbon

COMMUNITY COLLEGE

Request for Proposal COPIER/COPIER/MULTI-FUNCTION PRINTERS

Lehigh Carbon Community College ("LCCC") extends an invitation to qualified Vendors ("Vendors"), with the necessary resources and experience to submit proposals to provide Copier/Multi-Function Printers ("Copiers/MFPs") to the College.

LCCC is a community college with its main campus in Schnecksville, Pa., and sites in Tamaqua and Allentown, Pa. Classes in the aviation program are offered at the Lehigh Valley International Airport.

The college was founded in 1966 and offers associate's degrees and certificates, as well as workforce training and community education. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs.

The college serves more than 10,000 credit and 4,300 noncredit students annually and employs more than 260 full-time staff, administrators and faculty, and more than 580 part-time employees and adjunct faculty.

Introduction

The College is requesting written responses to this proposal solicitation. The Request for Proposal (RFP) is part of a competitive process which will be undertaken in order to serve the College's best interests and allow Vendors with a fair opportunity for their professional services to be considered.

Representatives from the College will evaluate the proposals based upon a number of factors including, but not limited to qualifications, services, and fees. The final determination will be based on the proposal which, in the opinion of the selection committee and the College, best serves the interest of the College. The College reserves the right to reject any and all proposals or select a single item from any proposal or to cure any non-material oversight.

TABLE OF CONTENTS

	<u>Page</u>
Introduction	1
Table of Contents	2
General Instructions	3
General Information	4-5
Contract for Services	5
General Contract Terms	5-6
Evaluation Criteria/Contract Award	7
General Terms	8
Scope of Services and Specifications	9-11
Scope of Work/Proposal Content	12-14
Selection Process	15
Appendix A – Vendor’s Proposal Form	16
Appendix B – Non-Collusion Affidavit	17
Appendix C – Evaluation Criteria / Scoring	18
Appendix D – Independent Contractor Agreement	19-25
Appendix E – Proposed Equipment Pricing Form	26-27

Tentative Schedule

The following schedule outlines the approximate course of events to be followed in the evaluation and award of a Contract. This schedule is provided for the purpose of assisting in planning and does not constitute a guarantee that all dates will be adhered to. All Vendors will be notified, in writing, if there is a change in the schedule.

Date of Issue:	January	18, 2024
<u>Mandatory</u> Pre-Bid Walk-Through	January	31, 2024 (9:00 AM – Bldg. TC-203)*
Clarifying Questions Deadline:	February	7, 2024
Proposal Due Date:	February	21, 2024
Proposal Evaluation:	February	26-27, 2024
Interviews with Finalists (if needed)	March	4-5, 2024
Contract Award:	April	4, 2024
Contract Commencement Date:	April	26, 2024
Equipment Deployment:	May	1, 2024

*Technology Center – Room 203 / Google Maps Link:

<https://www.google.com/maps/place/40%C2%B039'51.2%22N+75%C2%B036'44.8%22W/@40.664211,-75.612453,3327m/data=!3m1!1e3!4m4!3m3!8m2!3d40.664211!4d-75.612453?entry=ttu>

Contact Information

Questions concerning the RFP should be directed in writing to:

Joe Hardenberg, Purchasing & Contracts Manager

jhardenberg@lccc.edu

Phone: 610-799-1151

Fax: 610-799-1566

General Instructions

- a. Pre-Bid Walk Through – ***This is mandatory for Vendors planning to submit a response to this RFP.*** During the walkthrough a discussion will take place with our Duplicating Staff regarding their desired replacement equipment. Proposal Content - A completed Pricing Proposal (Appendix E) needs to follow the numbered sections on pages 13-15 and also must contain the following:
 - Appendix A – Vendor's Proposal Form
 - Appendix B – Non-collusion Affidavit
 - Completed HECVAT Report - <https://library.educause.edu/-/media/files/library/2023/11/hecvatlite305.xlsx>
 - Three (3), current client references (preferably in higher education)
- b. Term & Renewal-The term of the initial Contract shall be for five (5) years. The College reserves the right to extend the Contract, thereafter, on a year-by-year basis if mutually agreed to, in advance, in writing, with the Vendor.

Submission of Proposal

The Purchasing Department of LCCC is the issuing department for this document and any subsequent Addenda relating to it. Written proposals are to be received no later than **2:00 p.m., EST on February 21, 2024** at the office of the Purchasing & Contracts Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Joe Hardenberg).

Ten (10) copies of the proposal must be in a sealed envelope marked “**RFP – Copier/Multi-Function Printers**”. Electronic files will not be accepted. No proposals will be accepted after the proposal due date. Hand-delivered proposals must be personally provided to a Finance Department staff member.

General Information

1. Any exceptions taken to the terms, conditions, or specifications of the RFP must be clearly noted in the proposal as follows: **Exceptions to RFP – Copier/Multi-Function Printers.** If not so noted, then the Vendor expressly agrees to the terms, conditions and specifications of the Request for Proposal (RFP) in its entirety and any exception subsequent to the submittal of the proposal will be held invalid and/or cause for the College to reject the proposal, in whole or in part, at the sole discretion of LCCC.
2. Services shall not be subcontracted or assigned, in whole or in part.
3. It is the responsibility of each Vendor to become familiar with the requirements of this proposal. Lack of knowledge concerning the proposal’s requirements will not relieve the Vendor of conditions submitted in response to the proposal.
4. In the event that it becomes necessary to revise this proposal in whole or in part, Addenda will be provided to all Vendors on record. It is important to note, however, that it remains the responsibility of the respondent to determine if any Addenda have been issued and to obtain those Addenda prior to submitting their proposal.
5. An oral presentation by a Vendor to supplement their proposal may be requested by LCCC. Each Vendor should be prepared to give an oral presentation of their proposal and a detailed analysis of how each of the requirements described in this RFP will be addressed. LCCC will make a decision regarding presentations after the initial review of proposals and will notify a Vendor if a presentation is required. LCCC will not be liable for any costs that a Vendor may incur in the preparation of or presentation of the proposal. **If needed, interviews with finalists will be held March 4-5, 2024.**
6. Proposal must be dated and signed by an official authorized to legally bind the Vendor to its provisions. Proposal must remain in force for at least six (6) months from the date of submission.

7. No verbal communication will take place between Vendors and LCCC during the RFP process; all communications shall be in writing. LCCC shall not be obligated to return a Vendor's proposal once submitted, whether the proposal is withdrawn or not.
8. Questions regarding the RFP process should be emailed to jhardenberg@lccc.edu by **11:00 a.m., EST, February 7, 2024**. Responses will be compiled and shared by LCCC with all Vendors on record with interest in participating in this proposal process, at the earliest possible time. **You must return the Acknowledgement of Receipt – Appendix A, to be included in notifications.**
9. LCCC, at its sole discretion, reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposals as may be deemed in the best interest of LCCC, in its sole discretion.
10. Any proposal may be withdrawn at any time prior to the time specified herein for the opening of proposals, but no proposal may be withdrawn for a period of six (6) months, thereafter.
11. In all cases, no verbal communication will override written communication and only written communications from the Purchasing & Contracts Manager at LCCC or his authorized designee are binding.

Contract for Services

The Vendor must include all applicable documents, such as, but not limited to, Contracts and agreements to be signed by LCCC. LCCC retains the right to include these documents in the evaluation of the bid and to reject any bid where they are in conflict with the LCCC's specifications, terms or conditions of the Contract.

Proposals shall be evaluated on the principles and criteria identified on page 7 and pages 12-14, herein.

General Contract Terms

The Contract is scheduled to be awarded on April 4, 2024 with an effective Contract date of April 26, 2024.

LCCC shall not make any advance deposits.

The Vendor understands and agrees that its responsibilities will include all services, necessary and reasonably inferable in or incident to the proper execution of the comprehensive objective hereunder and shall be included and performed as if they were detailed herein.

Confidentiality

1. **Confidential Information.** A Vendor may restrict the disclosure of software codes, records relating to the configuration of computer components and/or the operation thereof, and intellectual property in which it has a proprietary interest but only if such information is defined as a "closed" record under Pennsylvania law. In order for any such information or record to be closed, each page of each such document must include in at least sixteen (16) point bold font the words "Proprietary Information." After either a Contract is executed pursuant to the RFP or all proposals are rejected, if access to documents so marked is requested under the Pennsylvania Sunshine Law, LCCC will notify the Vendor(s) of the request, and it shall be the burden of each Vendor to establish that the Vendor's documents are exempt from disclosure by law as aforesaid. If the Vendor shall not cooperate with LCCC after notice as provided herein, LCCC may, in its sole discretion, disclose the Vendor's documents/records/information to the requester without liability to the Vendor for any such disclosure under any theory of common or statutory law. Notwithstanding the foregoing, in response to a formal request for information, LCCC reserves the right to release any documents, records and/or information which LCCC determines is a public record subject to disclosure pursuant to the Pennsylvania Sunshine Law.

2. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, each party's obligations of confidentiality will not include information which at the time of disclosure was in the public domain other than by Vendor's or LCCC's breach of this Agreement; or which, after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Vendor or its employees, representatives, Managers, or Vendors; is rightfully furnished to Vendor or LCCC without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Vendor or LCCC without reference to Confidential Information; or which is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to LCCC in a timely manner in order to afford LCCC the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

3. **Remedies for Disclosure.** The Vendor understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this section may result in LCCC seeking injunctive relief. The Vendor agrees to give prompt notice to LCCC of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by LCCC to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Vendor hereunder relating to remedy shall be at its sole expense.

4. **Return of Confidential Information.** After expiration or termination of this Agreement, the Vendor must return all confidential information given to or generated by it hereunder within five (5) days of written request. The Vendor agrees that it will comply with the instructions LCCC identifies regarding the return or disposition of the confidential information, including any copies or reproductions.

Evaluation Criteria/Contract Award

LCCC reserves the right to conduct discussions with any or all respondents, or to make an award of a Contract without such discussions based only on evaluation of the written proposals. LCCC reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated.

LCCC has designated a review committee to evaluate the proposals according to the criteria set forth under this section (see Appendix C). LCCC may make a written determination showing the basis upon which the award was made, and such determination shall be included in the procurement file. LCCC reserves the right to award this Contract based upon what is in the best interest of LCCC, with LCCC being the sole judge thereof.

Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that Vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to LCCC, in the sole judgment of LCCC.

Proposals shall be evaluated on, but not limited to, the following considerations:

- The Vendor's ability to assist LCCC in meeting the overall goals.
- The quality and range of services the Vendor proposes to provide.
- The extent to which the services meet LCCC needs.
- The Vendor's overall experience, reputation, expertise, stability and financial responsibility.
- The Vendor's past relationship with LCCC, if any.
- The experience and qualifications of the staff that will be assigned to service LCCC's account.
- The ability to provide service in an expedient and efficient manner.
- Information reporting and customer service technological capabilities.
- Vendor's financial terms offered.
- The training proposed.
- Any other relevant factor that a business entity would consider in selecting a Vendor.
- Responses from references.
- The quality of the device selected.

A Vendor may be requested to provide a verbal presentation and/or demonstration of its proposed services' features to the LCCC evaluation team. Failure to do so may result in a proposal not being considered. Upon award of Contract(s), successful Vendor will be asked to provide a transition plan and timeline and obtain LCCC's input and concurrence before moving forward.

Proposals will be scored based on the weighted criteria identified in Appendix C.

Contract Award Document

The proposal received from the successful Vendor, along with the RFP, will become an exhibit to the Independent Contractor Agreement (Appendix E) between LCCC and the awarded Vendor and all provisions therein shall be provided by the awarded Vendor in accordance with the requirements of the proposal, unless superseded by the terms and conditions of the Agreement, RFP or any subsequent Amendment(s).

Entire Agreement

The Agreement, together with all Exhibits, constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, discussions and other agreements that occurred prior to the date of the execution of the written Agreement and may not be amended, waived or discharged except by agreement in writing executed by a representative from LCCC and the Vendor who is authorized to so execute.

LCCC reserves the right to waive any informality, reject any or all proposals and/or cancel this RFP, all without any obligation to LCCC. LCCC may select a winning bid based on initial proposals received without discussion of such proposals. Accordingly, each proposal must be submitted based on the most favorable terms, from a price and services standpoint, which the Vendor can submit to LCCC. **No Contract award shall exist until the Independent Contractor Agreement (Appendix E) is executed by both parties.**

Indemnification

The Vendor agrees to indemnify, defend and hold LCCC, its trustees, officers, employees, representatives, and Managers harmless from and against any and all claims to which LCCC becomes a party to due to, in whole or in part: a) any acts, errors, or omissions of the Vendor or its directors, officers, employees, representatives, or Managers; b) costs and/or expenses due any Vendors; c) failure to pay tax liabilities for its personnel; d) copyright, trademark, or patent infringement.

Insurance

Contractor shall at all times hereunder maintain general liability insurance of not less than \$1,000,000.00 combined single limit coverage, and professional liability insurance of not less than \$1,000,000.00 combined single limit coverage, with the College and its employees listed on each such insurance policy as additional named insureds. Prior to commencement of the term of this Agreement, and thereafter upon reasonable request, Contractor shall provide the College with a Certificate of Insurance reflecting the aforesaid insurance coverage requirements. Contractor shall notify the College in writing within thirty (30) days of any change in said coverage, and within three (3) business days of receiving any notice of termination of said coverage.

Governing Law

The Agreement is governed by and constructed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws provision.

SCOPE OF SERVICES AND SPECIFICATIONS

The College currently leases all Copier/Multi-Function Printers ("Copiers/MFPs"). Copiers/MFPs offer the ability to print, copy, scan to e-mail, and FAX. Copiers/MFPs are located strategically in buildings where each department has at least one unit. Students have access to a coin-operated machine in the Library and other specific areas on campus. Additionally, the Duplicating Center provides services to the entire campus community. A full listing of Copiers/Copiers/MFPs appears in Appendix F, herein.

Some larger, high-capacity units offer the added features of multiple paper trays, collation options, double-sided printing, and various stapling choices. In the last several years some larger high capacity Copiers/MFPs have also included color, mainly in our Duplicating Center.

The Duplicating Center has production level Copiers/MFPs, one for faculty walk-up use and three booklet or brochure quality machines for large-scale print production both in color and black and white. Additionally, the Duplicating Center has various devices for binding, cutting, and stitching.

Issues with Current Arrangement

There are several disadvantages to the current arrangement:

- Users have to select a specific printer or MFP when sending a print job.
- Printing waste is high. Users print multiple jobs and often to the incorrect printer or MFP.
- There is no accountability of the amount of printing requested by one user. IT cannot set quotas on printers and has limited ability on Copiers/MFPs.
- Lack of multiple methods to secure scan or print.
- Work is only done once a machine is broken. There is no proactive plan to perform preventative maintenance work on Copiers/MFPs.
- There are too many printers, as well as rogue, unauthorized ink-jet printers.
- IT has to maintain several print servers to accommodate the various print options.
- No method to allow a "guest" device to easily print to an MFP.

Desired Features

The following features and capabilities are considered desirable:

- Manage printers through a centralized, web-based service.
- Ability to track print/ copy jobs.
- Ability to release print requests at any printer with a College card or passcode.
- Use of quotas.
- Document scanning with the ability to attach images to a database or file share.
- Color scanning and controlled color printing.
- A Contracted service to proactively maintain and train our users.

Budget

Currently, the pricing model for all leased printers and Copiers/MFPs is based on monthly minimum level of prints.

Primary Contract Goals

The goal of the Contract is for one Vendor to provide all MFP capabilities, service all units, and establish service level agreements. Additionally, the proposal should include a BOM for any servers, networking equipment or software needed to manage all Copiers/MFPs. A HECVAT report is required for review of all application and software services.

To accomplish this goal, LCCC expects the awarded Vendor to provide adequate training and documentation to the College staff. The successful Vendor will be required to work cohesively with staff in the Duplicating Center, IT, and within various administrative and academic offices, at all LCCC locations.

The College wishes to take advantage of the latest advances in technology for Copiers/MFPs. The Vendor should consider user-friendly functionality, supplies replenishment, and equipment service as critical components of the RFP. Copier/Multi-Function machines will be right-sized as deemed appropriate by the College's point of contact and the Vendor during the term of the Contract.

Additional Information

Any and all enterprise-wide licenses for any and all software, hardware, and connectors required to perform copy, print, scan, and fax functions must be included in your pricing structure so that all College employees can utilize the devices without additional costs. It is expected that all Copier/Multi-Function machines and printers will be connected to the respective networks and that all employees will utilize them. Any software, hardware, or connector's necessary for all employees to utilize all aspects of the equipment must be included in your proposal.

If your solution requires any additional servers, computer hardware, and/or software it must be included in your proposal and pricing structure and should be clearly identified as additional equipment required for your solution. The proposal should include a BOM for any servers, networking equipment or software needed to manage all Copiers/MFPs. A HECVAT report is required for review of all application and software services.

Department count volumes given in this RFP are approximate; no minimum number of impressions per machine or for the total Contract is implied or guaranteed. Historical volumes are offered to aid in the forecasting of equipment needs and the cost of fulfilling the Contract. Annual volumes over the past three fiscal years are provided in Appendix F.

The College will separately Contract services for any electrical or network needs at the beginning of the Contract. All locations that may need the higher 20-amp outlet must be identified within the RFP response. The appropriate College IT point of contact must approve, in writing, all new equipment installations requiring any changes to monthly charges for the College. If the College requests a change in equipment requiring changes in electrical outlets, the cost to perform the electrical work of network connection will be the responsibility and expense of the College.

It is essential that the Vendor understand the needs of the College as departments may change over the Contract period. The successful Vendor must reflect a plan for moving and changing equipment to meet these changing needs as they occur, without additional cost for the services provided. The College must have the ability to add or delete machines from the Contract and modify machine requirements as our internal needs change over time. All additions must be new and meet the definition of Copier/Multi-Function machines/printers.

The Vendor is solely responsible for maintaining and servicing all equipment installed at the College and seeing that all features of the machine are in working order at all times during the term of the Contract with the College.

The awarded Vendor shall be responsible for replacing the present equipment with very minimal disruption to College operations, in conjunction and coordination with the IT and Duplicating departments. **This includes not having the "old" (incumbent) hardware removed before the new equipment is in place and ready to set up.**

SCOPE OF WORK/PROPOSAL CONTENT

To be considered as a qualifying Vendor, your proposal submission MUST address, in numbered order, each of the following sections below (pages 12-14).

1. Technology/Equipment

If there is the possibility that the equipment your company specifies in this RFP would be replaced by newer models available at the time the Contract would start, LCCC would be interested in signing a Non-Disclosure Agreement in the hopes of seeing the most current equipment that is available.

- All equipment must be new equipment and supported by the Vendor; no remanufactured or rebuilt units.
- All equipment must have scan once, print many technology.
- All machines must have server less scanning capability as part of the minimum functionality.
- All equipment must be consistently capable of utilizing plain bond paper and recycled paper.

2. Service Capabilities

All requests for service to the MFP fleet will be present on a device sticker and allow the end user to directly call in issues with an MFP to the Vendor. The vendor will notify the IT department Help Desk staff via email or call in that the device requires service.

- The Vendor shall provide a dedicated, qualified specialist to the College's account that is certified by the equipment manufacturer on all equipment installed on campus. The College reserves the right to request a change in representative(s) for the positions outlined if service is unsatisfactory.
- Provide Original Equipment Manufacturer (OEM) certification papers.
- The service technician(s) will wear a company name badge when on campus.
- The Vendor will provide a 15-minute follow-up call with the campus end-user after the initial call for service/assistance.
- The Vendor will provide a table of SLA options at various price points (tiers) for the college to select. SLA's should include but not be limited to remote response times, on-site response times and hardware defect rates. Clearly defined penalty fees for missed SLA's must be present.
- At the time of award and throughout the Contract period, the Vendor must be a manufacturer authorized dealership for the machines supplied with manufacturer trained service technicians, fully qualified to service all of the installed machines with genuine factory parts.
- The manufacturer and service provider must guarantee the availability of parts (including drums, rollers, circuit boards, software/driver updates, etc.) for the duration of the Contract. If parts are unavailable for any equipment placed during the Contract, within 48 hours the Vendor shall place a comparable piece of equipment upon approval of LCCC IT or Duplicating departments.

- If, during the course of the Contract, the Contracted Vendor loses its authorized dealer status for the installed equipment, availability of factory authorized parts, supplies, software and software updates must continue in a timely fashion. If the continued availability of those items cannot be sustained, LCCC has the option to cancel the agreement per the cancellation for cause terms in the Contract.
- No third-party maintenance will be acceptable for the duration of the Contract without prior approval.
- If equipment is inoperable for 48 hours or more, the chosen Vendor will contact the LCCC IT Department and provide a similar piece of equipment at no charge until the existing equipment is operable.
- The Vendor will provide service call history reports to LCCC Purchasing and/or IT departments, as requested.

3. Customer Satisfaction

- Vendor's performance shall be closely monitored throughout the Contract period. If delivery, service, or support proves to be unsatisfactory, or other problems arise, the Contract may be canceled for cause. Failure of the College to exercise its right of termination for cause due to the Vendor's failure to perform as required in any particular instance shall not constitute a waiver of termination rights for any other instance of failed performance.
- The awarded Vendor, at its expense, will provide a method for LCCC to provide end user feedback regarding customer satisfaction. The results of which survey will be shared with the Purchasing, IT, and Duplicating staff on a quarterly and/or annual basis.

4. Training & Implementation

As the copier/MFP industry changes, we would like our employees to stay up to date on the capabilities and benefits of using office equipment efficiently. Because of this we believe training is an important part of proper equipment utilization and cost containment.

- The chosen Vendor will provide documentation and in-person training on an as needed basis to the IT Services department, Duplicating department, department administrators and to end users upon installation and as requested.
- Infographics for basic use will be placed at the MFP. Templates should be provided to the LCCC IT department for placement.
- As employees may change within a department, the Vendor will provide training as requested by the department.
- The initial equipment must be installed and operational between June and July 2024. After that, any new equipment must be installed and operational within 30 days after order.
- Equipment will be installed, operational, and properly secured with training taking place within 5 days of the new MFP being installed in that area. Written notification (email is acceptable) will be supplied if the 30-day window cannot be met. Documentation and infographics will be available on date of installation.
- All existing units must be accessed prior to conversion. All data and configurations must be copied from the old MFP units and transferred to the new MFP units during setup.

- Vendor shall provide and pay for all material, labor, tools, transportation and handling and other facilities necessary for the furnishing, delivery assembly plus inspection before, during and after installation of all items specified herein.

5. Billing/Reporting

- Through centralized reporting, we would like to run reports on all machines or selected machines without having to visit a web page for each device individually.
- Reporting metrics should contain accurate and unique data for individual users.
- Invoices must indicate separate lease and click charges for each machine.
- The College expects the correct Contract pricing will be entered into our customer profile immediately upon notification of award and invoiced accordingly, thereafter.
- The Vendor will provide reports and information at no additional charge.
- The Vendor agrees to supply the College with monthly usage and performance reports as may be further defined at a later date. These reports would accompany the monthly statements and would minimally include:
 - Equipment location including campus address and location within the building
 - Serial number
 - Service history including date and time of call, response time, repair completion time
 - Uptime calculation per unit
 - Copies per month
 - Copies between service calls
 - Listing of service calls per unit along with any SLA's

6. Disposal and/or Relocation

- The Vendor will remove all crates, wrapping and other waste material or trash from the building.
- After the equipment has been placed and all training and documentation has been completed, acceptance will not be considered complete until a specified, IT and Duplicating departmental representatives' signs-off on the equipment and the equipment has operated with consistent quality for a period of 10 consecutive days.
- The Contract will also apply to LCCC satellite campuses. This includes offices in our Allentown (Donley Building), Tamaqua (Morgan Campus) and Lehigh Valley International Airport (Airport) locations.
- The Vendor is responsible for any damage to the premises of any College site as a result of the installation, removal, or relocation and shall repair and restore to the original condition any area so damaged within the time frame designated by the College.
- LCCC uses a Print Server for assignment of printer drivers to users' computers. For any new piece of equipment that is placed, print driver installation is the responsibility of the Vendor in conjunction with the LCCC IT department.

THE SELECTION PROCESS

A. Award of Contract:

- Upon review of proposals, the College will select a single Vendor to provide the services sought within the content of this RFP. The College will award a Contract to the Vendor that submits the best overall proposal, as determined by the College. Negotiations may be undertaken with the Vendor whose proposal is the best overall and whose understanding, qualifications, experience, technical approach, and financial terms show them to be qualified, responsible and capable of providing the services.
- The Contract awarded as a result of this RFP will be selected based on the most advantageous and best meets the needs of the College. The Contract will not necessarily be awarded to the respondent with the lowest overall cost proposal or lowest overall cost per copy.

B. Selection Criteria:

- Provision of deliverables for RFP as noted in the General Instructions-Proposal Content section on page 3.
- The evaluation committee may conduct conversations with a Vendor to clarify information provided in their proposal. A Vendor will be notified if a clarification interview is needed.
- Proposals will be reviewed and scored by an evaluation committee (see Appendix D), on the basis of the criteria identified in the Evaluation Criteria/Contract Award section on page 7.
- The College will make a final selection based on the evaluation committee's recommendation and other factors the College deems to be in its best interest, which factors shall be recorded.
- The evaluation committee will present its recommendation to the Board of Trustees to vote upon as whether to approve or disapprove of the recommendation.
- Once a final decision is announced to the successful Vendor, the College will issue its standard, Independent Contractor Agreement (see Appendix D) to establish the formal, Contractual arrangement with the Vendor.

APPENDIX A

VENDOR'S PROPOSAL FORM

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named Vendor, have thoroughly reviewed and understand the terms and conditions of the RFP, and am submitting the proposal accordingly.

Dated this _____ day of _____, 20____.

Authorized Representative Signature _____

Authorized Representative Printed Name _____

Authorized Representative Title _____

Company Name _____

Company Address _____

City, State, Zip Code _____

Phone Number _____

FAX Number _____

Email Address _____

APPENDIX B

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____: s.s.

I state that I am the _____ (Title) of _____ (Name of Vendor) and that I am authorized to make this affidavit on behalf of my Vendor, and its owners, directors, and officers. I am the person responsible in my Vendor for the prices(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other Vendor or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any Vendor or person to refrain from proposing on this Contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my Vendor is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Vendor or person to submit a complementary or other noncompetitive proposal.
5. _____ (Name of Vendor) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public Contract, except as follows:

I state that _____ (Name of Vendor) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the Contract(s) for which this proposal is submitted. I understand and my Vendor understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

(Signature)

(Signatory's Printed Name)

(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires _____

APPENDIX C

EVALUATION CRITERIA

(To Be Completed by LCCC)

	Maximum Points to be Assigned	Assigned Points
1. Technology/Equipment	15	_____
2. Service Capabilities	5	_____
3. Customer Satisfaction	5	_____
4. Training & Implementation	5	_____
5. Billing & Reporting Capabilities	5	_____
6. Disposal and/or Relocation	5	_____
7. Financial Considerations	60	_____
TOTAL POINTS	100	_____

APPENDIX D

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the XX day of XXXXX, by and between LEHIGH CARBON COMMUNITY COLLEGE, with its principal office at 4525 Education Park Drive, Schnecksville, PA 18078, (the "College"), and XXXXX, of XXXXXXXX (the "Contractor").

BACKGROUND

WHEREAS, Contractor has extensive expertise and training in XXXXX; and

WHEREAS, the College desires to engage Contractor to provide XXXXX to the College upon the terms and conditions set forth herein; and

WHEREAS, Contractor is willing to provide XXXXX to the College upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated herein as if fully set forth at length.

2. **SERVICES.** Contractor hereby agrees to be retained by the College, as an independent Contractor, to provide XXXXX to the College as set forth on Schedule "A" attached hereto and incorporated herein.

A. Contractor shall supply, at Contractor's sole expense, all equipment, materials and/or supplies required to perform the duties and responsibilities of Contractor hereunder, and shall determine, in Contractor's discretion, but subject to the rules and requirements of the College, the times, daily schedule, itinerary and hours Contractor shall devote to the duties of Contractor hereunder.

B. Contractor hereby represents and warrants to the College that Contractor has, and will at all times hereunder have, the requisite certifications, expertise, experience, personnel and equipment to perform the services required hereunder.

3. **COMPENSATION.** The Contractor's compensation for services rendered hereunder shall be as set forth on Schedule "B" attached hereto. Contractor shall not be entitled to reimbursement for any expenses incurred by Contractor in performing Contractor's services hereunder except for those expressly set forth on Schedule "B" attached hereto.

4. TERM AND TERMINATION.

A. Term. The term of this Agreement shall commence on XXXXX and end on XXXXX unless otherwise terminated by either party in accordance with this Agreement.

B. Termination. The College or the Contractor may terminate this Agreement by giving the other party at least sixty (60) days prior written notice of such termination. Upon termination hereunder, all obligations, duties and responsibilities of the parties shall immediately cease except as follows: (1) the College shall remain obligated to pay any compensation earned by Contractor prior to the date of termination; and (2) any obligations, promises or covenants in this Agreement that are expressly made to extend beyond termination of this Agreement shall remain in effect.

5. AFFIRMATIVE COVENANTS OF CONTRACTOR. During the term of this Agreement, Contractor shall:

A. Provide and perform the services required of Contractor hereunder in accordance with all federal, state and local laws and regulations;

B. Identify Contractor as being an independent Contractor associated with the College;
and

C. Maintain and keep current all licenses and certifications necessary for Contractor to provide and perform the services required of Contractor hereunder.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the College that: (a) there are no restrictions, by law, regulation, or otherwise, which would prevent or make unlawful Contractor's execution of this Agreement, Contractor's engagement hereunder or the performance of Contractor's services hereunder; (b) Contractor's execution of this Agreement and Contractor's engagement hereunder do not constitute a breach of any other Contract, agreement or understanding, oral or written, to which Contractor is a party or by which Contractor is bound; and (c) Contractor is free and able to enter into this Agreement with the College, and to perform all of Contractor's duties contemplated hereby. Contractor hereby agrees to indemnify, defend and hold harmless the College from and against all claims, judgments, losses, damages, settlements, costs and expenses incurred or suffered by the College as a result of a breach by Contractor under this Section.

7. INDEPENDENT CONTRACTOR. It is hereby understood and agreed that Contractor in performing the services pursuant to this agreement is acting in the capacity of an independent Contractor, and that Contractor is not an agent, servant, partner, joint venture, or employee of the College. Contractor shall be solely responsible to pay all employment taxes, all withholdings, unemployment compensation contributions and other employment related matters applicable to any of Contractor's employees. Notwithstanding the foregoing, Contractor shall devote the appropriate amount of time necessary to provide the services described herein, and will operate within the rules and policies of the College as may be amended from time to time. Contractor shall maintain such child abuse history and/or criminal history background checks for Contractor, and any other individuals who may be providing services to the College pursuant to this Agreement, as may be required by the

College and by Pennsylvania law. The College acknowledges that as an independent Contractor, Contractor may, during the term of this Agreement, be engaged in other business activity rendering the same or similar services to other organizations.

8. INDEMNIFICATION. Contractor hereby agrees to defend, indemnify, protect and hold harmless the College from and against any and all claims, suits, damages and liabilities of any kind arising as a result of, or caused by, the negligence of Contractor, Contractor's agents, officers, employees or Contractors, and/or the breach by Contractor of any of Contractor's obligations hereunder.

9. INSURANCE. Contractor shall at all times hereunder maintain general liability insurance of not less than \$1,000,000.00 combined single limit coverage, and professional liability insurance of not less than \$1,000,000.00 combined single limit coverage, with the College and its employees listed on each such insurance policy as additional named insureds. Prior to commencement of the term of this Agreement, and thereafter upon reasonable request, Contractor shall provide the College with a Certificate of Insurance reflecting the aforesaid insurance coverage requirements. Contractor shall notify the College in writing within thirty (30) days of any change in said coverage, and within three (3) business days of receiving any notice of termination of said coverage. **Lehigh Carbon Community College must be named as "Additional Insured"**.

10. CONFIDENTIALITY. Contractor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Contractor for the benefit of the College. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the College, including but not limited to education records, and Contractor acknowledges that the College would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor for the sole benefit of the College. Therefore, during the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except to such persons designated in writing by the College. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the College, or for Contractor's personal gain or benefit outside the scope of Contractor's engagement by the College hereunder. The Contractor shall take all reasonable action that the College deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the College's interests in, such confidential information.

A. Contractor acknowledges and agrees that any and all technologies, documents, lists, software, systems, disks, tapes, designs, inventions, processes, enhancements, improvements, theories, discoveries, materials and/or creations, whether or not confidential information, made or created, in whole or in part, by Contractor, in the course of or relating to Contractor's engagement with the College (individually a "Creation" and collectively "Creations") were, are and shall each be treated as and shall remain a "work for hire" by Contractor for and on behalf of the College.

B. Contractor shall and does hereby unconditionally and irrevocably assign to the College any and all right, title and interest that Contractor, had, has and/or from and after the date hereof may have in or to any of such Creations, without any additional compensation, and free of any and all liens, interests and/or encumbrances of any form, nature or type. Upon discovery and/or conception of any Creation, Contractor shall, at the request and cost of the College, sign, execute, make and deliver any and all such deeds, assignments, documents and other instruments, and do any and all such acts and things, as the College may reasonably require, (i) to apply for, obtain and/or vest in the name of the College alone (unless the College otherwise so directs in writing) letters, patent, copyrights and/or any other analogous protection in the United States of America or any other country; and, when and as so obtained or, vested, to renew and restore the same; and (ii) to defend any opposition proceedings in respect of any such applications and any opposition proceedings or petitions or applications for revocation of any such letters patent, copyright and/or other analogous protections. Contractor further covenants and agrees that the compensation and benefits to which Contractor may be entitled pursuant to this Agreement includes payment for Contractor's assignment of any and all such rights, title and interests to the College, including any and all copyrights, patent rights, patent applications, and any and all other intellectual property rights of Contractor in and to any of the Creations.

11. SURVIVAL. Sections 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.

12. MISCELLANEOUS.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the College, its successors and assigns, and upon Contractor, Contractor's successors, heirs, executors, administrators and legal representatives.

B. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

C. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or commitments between the parties. This Agreement may only be modified by a written agreement signed by both parties hereto with the approval of the Board of Directors of the College.

E. Notices. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered (i) in person, or (ii) by nationally recognized courier including (but not limited to) FedEx, UPS or USPS via a delivery confirmation service, to the parties at the addresses first set forth herein, or at such other address as either party may designate in writing. All notices hereunder shall be deemed delivered when received by the party to whom it was sent.

F. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by said party.

G. Headings. The headings of the Sections herein are for reference only; they form no part of this Agreement and shall not in any way affect its meaning or interpretation.

H. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

I. Budget Approval. The College obligation hereunder is subject to approval by its Sponsor of the annual budget. The College covenants to include in its annual budget for approval for the term hereof the amounts payable hereunder. The College does not guarantee approval of the budget.

J. Conflicts. In the event of a conflict between the terms of this Agreement and the terms set forth on any attachment or schedule, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth above.

COLLEGE:

LEHIGH CARBON COMMUNITY COLLEGE

By: _____

Title: _____

Date: _____

SERVICE PROVIDER:

By: _____

Title: _____

Date: _____

SCHEDULE "A"
SCOPE OF SERVICES

SCHEDULE "B"
FEES

APPENDIX E

PROPOSED EQUIPMENT PRICING FORM

(CURRENT MFP EQUIPMENT & HISTORICAL VOLUMES ARE INCLUDED FOR YOUR REFERENCE)

Make	Model	Location	Proposed Make/Model	Monthly Payment	Copies Incl.	Overage CPC
Xerox	B7035H	ARC 3rd Floor				
Xerox	WC5325P	Institutional Advancement SSC112				
Xerox	WC5325P	Financial Aid-SSC118				
Xerox	WC5335PT	Tech Center TC231				
Xerox	WC5325PT	Human Resources-SSC106				
Xerox	WC5325PT	Enrollment Services-SSC122				
Xerox	WC5325T	Ed. Support-coin-SH150				
Xerox	WC5325PT	Academic Services-SSC108				
Xerox	WC5325PT	Admissions-SSC122				
Xerox	WC5325PT	Educational Support-SH150				
Xerox	WC5325T	Rothrock Library-Upper level- coin				
Xerox	WC5335PT	Tech Center TC116				
Xerox	WC5325T	Rothrock Library-Lower level- coin				
Xerox	WC5335PT	Math Dept-SH7A				
Xerox	WC5335PT	Administrative Svcs. SSC104				
Xerox	WC5325PT	Healthcare-SH32				
Xerox	C75M2	Central Duplicating-SSC5				
Xerox	D110CPC	Central Duplicating-SSC5				
Xerox	D95CP	Central Duplicating-SSC5				
Xerox	W5225P	Community Svc Bldg. CSC102				
Xerox	W5225P	Berrier Hall BH5 Student Life				

Make	Model	Location	Proposed Make/Model	Monthly Payment	Copies Incl.	Overage CPC
Xerox	WC3550X	Central Duplicating-SSC5				
Xerox	WC3550X	Rothrock Library-Staff				
Xerox	W5135PT	Finance Dept-SSC101				
Xerox	W5150PT	ARC 1st Fl ARC107				
Xerox	5775PT	Central Duplicating-SSC5				
Xerox	W7535P	Presidents Office-SSC113				
Xerox	XC550V	Word Processing-SSC9				
Xerox	CQ8700X2D	Early Childhood Lab-own-S11122				
Xerox	WC5325P	Donnelly Center				
Xerox	WC5325PT	Donnelly Center				
Xerox	WC5325T	Donnelly Center				
Xerox	WC5325T	Morgan Center				
Xerox	WC5325T	Jim Thorpe High School				
Xerox	WC3550X	LV Airport Site				
Konica Minolta	Bizhub 364e	Community Svcs 104				
Konica Minolta	Bizhub 364e	Morgan Center				
Konica Minolta	Bizhub 364e	Donnelly Center				
Konica Minolta	Bizhub 364e	Jim Thorpe High School				
			Totals:			
Historical Volumes	B&W	Color	Total			
FY 2020-21	95,183	17,153	112,336			
FY 2021-22	102,712	25,762	128,474			
FY 2022-23	150,545	50,170	200,715			