November 5, 1997

Furnish and install a Sharp SF-2050 PHOTOCOPIER or equivalent, as described and defined herein.

ALL BIDDERS MUST SUBMIT 2 COMPLETE SETS OF TECHNICAL SPECIFICATIONS SUFFICIENT TO REVIEW YOUR BID.

BIDDERS TAKE NOTE!!! This bid will be evaluated using a 5 year, life cycle cost analysis. Bidders must bid pricing for purchase, maintenance, supplies, overages, and annual maximum (not to exceed) increases in for maintenance and consumable supplies. Bidders will be required to honor the terms, conditions and specifications of this solicitation throughout the first five years of ownership. Bidders who attempt to increase the cost for supply items, maintenance or overages beyond the amount specified in your bid will be invoiced for any payments made above the amount contracted for herein. Any bidder who repeatedly violates the terms of this solicitation may be declared non responsible and future bids rejected on that basis.

ref. 20, 5-3-80101

TIMOTHY JOLIET 410-455-2318
I. SPECIFICATIONS: Bids must meet or exceed the following minimum specifications. Specifications are provided as a general guideline for purposes of brand comparison and bid equivalency. Bidders must meet or exceed all specifications listed below unless noted as an approximate requirement. Bidders are to respond to each of the following specifications and state (yes or no) whether or not the copier you are bidding equals or exceeds that specification. Features not otherwise specified below but which are part of the specified model are incorporated by reference into the bid specifications. Questions regarding proprietary and/or restrictive specifications must be submitted to the issuing office not less than five days prior to the bid deadline. To the extent that an otherwise restrictive/proprietary feature is not required by the using department, it will be waived. The Procurement Officer shall have sole authority to include otherwise restrictive/proprietary specifications in the bid.

1. **FIRST COPY OUT TIME:** APPX. 2.5 sec. with RADF: APPX. 4 sec.; **MULTICOPY SPEED:** 50 cpm. Multi-original using RADF speed: 47 cpm. Auto. Duplexing Job Time: with stapler sorter 1s:2s - 10 sets of 5, appx.: 2.3 min.; 2s:2s - 10 sets of 10, appx.: 4.3 min.

2. **PAPER:** From 5 ½" X 8 ½" to 11" X 17". 3 drawer (3 x 500), 3,000 sheet elevator tray, w/smart stack bypass (50), APSS loading while operating. 5 way paper feed.

3. **FEATURES:** AMS and APS via doc. feeder, auto page sizing and mixed size detection. Dual page/split page, erase key, editing, Job Programming, magnification, margin shift, paper vol indicator, photo mode, power saver, and toner saver. Toner loading while operating.

4. **CONTROLS:** auto exposure, guidance display, help key, interrupt key, auto job start from power saver, access control codes.

5. **COPY CONTROL/AUDITOR SYSTEM** up to 50 codes.

6. **COVER/SHEET INSERTION:** covers, front/back/both. Transparency inserts

7. **DOCUMENT FEEDER:** RADF w/SADF ode, 50 originals

8. **DUPLExING:** auto from 1s:2s, 2s:2s, 2s:1s and book:2s , tray holds 50.

9. **SORTER:** 20 bin stapler sorter, plus 250 sheet non-sort tray. Up to 50 sheet per bin, per set stapled.

10. **MINIMUM MAGNIFICATION RANGE:** 60 -150%

11. **Minimum warranty:** Thirty day, on site, parts and labor included. Warranty is to begin upon acceptance of a fully installed copier, which is in all respects ready for immediate use.

12. **MANDATORY MINIMUM COPY VOLUME:** The manufacturers' maximum copy volume for the copier being bid by your firm must equal or exceed **75,000 copies/mo.** All bidders specify:

   the manufacturer's recommended maximum monthly copy volume: __________ copies/mo.

II. REQUIREMENTS: Bids should be based upon an estimated monthly usage rate of 3,000 copies per month.

   All bidders must provide the following information:

1 A. **WARRANTY:** All bidders must complete the following (see Section III., item #5): The copier bid includes a ___________ day / month (circle one) warranty.

   B. **SPECIFY: MFG. NAME & MODEL BEING BID:**

   "____________________________": $ ____________________________

   C. **TRAINING:** (See sect. III., item 3):

   $ ____________________________

(see Item III. 12. A. additional quantities)
2. **OPTIONS/ACCESSORIES/MISCELLANEOUS:**

   A. 20 bin stapler sorter option $__________________________

   **OTHER: (BIDDERS SPECIFY ADDITIONAL OPTIONS NECESSARY TO SATISFY THIS REQUIREMENT):**

   D. $__________________________

   E. $__________________________

3. Shipping & Installation charges (if applicable): $__________________________

III. **Maintenance:**

1. **OEM Certified Technicians:** To be responsive, bidders must include with their bid current copies of the Original Equipment Manufacturer (OEM) training certificates for all technicians to be assigned to the account. UMBC reserves the unilateral right to independently confirm that all vendor service technicians are currently certified by the Original Equipment Manufacturer to service any and all copiers available for sale by the bidder. No other certification will be accepted. Certification must be current and include the model being bid. Failure to comply with this specification, as stated, will result in bid rejection.

2. The annual and monthly maintenance fees for the copier being bid by your firm (including all attachments). Provide pricing for at least one of the following options. You may provide pricing for more than one option, however your bid will be evaluated based on the lowest annual cost. UMBC reserves the right to select on any option from the successful bidder.

3. **OPTIONS:**

   A. "Periodic maintenance" Cost: $_______ per /month / qtr / year (circle one), which includes ________ copies.

   Additional copies to be billed at the rate of $0.0____ per copy, per /month / qtr / year (circle one).

   B. "Per Copy" maintenance (i.e., maintenance is $0.00 based). Customer to be billed $0.0____ for each copy up to a minimum / maximum (circle one) of ________ copies per month / quarter / year (circle one); after which copies will be billed at $0.0____ per copy.

3. In the space provided, specify all services, parts, and supplies (excluding paper) which are not included in the maintenance program: ______________________________________________________

________________________________________________________________________

4. The **maximum increase per year** that will apply to the **maintenance cost and consumable supplies**, for the 2nd through 5th years (see "Pass Through Price Increases", Section III, item #4F for exceptions):

   YEAR 2 _____ %; YEAR 3 _____ %; YEAR 4 _____ %; YEAR 5 _____ %

   This information will be used to evaluate the full 5 year life cost of the copier bid by your firm. **FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN REJECTION OF YOUR BID.** This information will be the basis for maintenance rates in future years. Bidders hereby agree and commit to extend to the UMBC the lesser of either the then current published list price for annual maintenance or the above maximum increases from the then current published list price for maintenance.

   For purposes of evaluation of this bid, the cost of maintenance and supplies for 5 years will be included in the life cycle cost analysis.

5. All vendors must offer guaranteed service/parts availability for a minimum period of seven years for the copier bid.

6. All bidders must include 1 month's worth of supplies (excluding paper) for the copier being bid by your firm. Supplies must be delivered with the copier. Training is to include instructions on how to properly install/replace supply items.
Specify: Based on the estimated monthly volume of 3,000 copies (minimum), the cost of supplies for the first month of operating the copier is:

*** $___________. These supplies consist of (specify items, part numbers and quantities to be provided):
____________________________________________________________________________________
____________________________________________________________________________________

*** Note: This price will be included in the bid evaluation and become part of any award made as a result of this solicitation. The purpose of this action is to be sure that when the machines are installed, the user is able to produce at least 1 month's copy volume.

7. Specify the cost of all consumable supply items not otherwise included in annual maintenance (item II.5. A-C). DO NOT INCLUDE PRICES FOR THOSE ITEMS WHICH ARE INCLUDED IN MAINTENANCE COVERAGE. All costs specified below will be included in the life cycle cost analyses. All consumable supplies not specified below will be provided at no additional charge to the UMBC throughout the life of the copier.

Provide pricing for a single unit of usage (e.g., 1 cartridge, 1 drum, etc.). Next to the unit price, specify the guaranteed MINIMUM number of copies that unit of usage will produce. Finally, specify the number of units contained in a standard package, and the manufacturer's name, model and part #.

**DO NOT SPECIFY PRICES WHICH ARE CONTINGENT UPON MANDATORY QUANTITY PURCHASES!** Prices must be based upon minimum purchase quantities. Bidders who quote prices based upon quantity purchases will be declared non-responsive and their bids will be rejected! You may attach a volume purchase schedule to your bid for informational purposes only. Prices listed below are subject to Section II.6 above (annual increases). All bidders must submit prices which they are able to maintain for one year from contract award and which will not exceed the quoted not to exceed annual increases listed above.

**MANUFACTURERS PASS THROUGH PRICE INCREASES:** UMBC recognizes that the Original Equipment Manufacturer may pass onto the contractor price increases for repair parts and/or consumable supplies during the life of the contract. UMBC will consider requests by the contractor to allow OEM "pass-through" price increases, in addition to the not to exceed amount shown above, when accompanied with proof of such price increases. Only OEM price increases will be considered. UMBC reserves the right to accept or reject all such requests and/or to cancel and rebid this requirement any time. UMBC will not allow price increases that are greater than the amount passed on by the OEM, nor will it allow the successful bidder(s) to decrease the discount from the OEM price schedule.

*(EXAMPLE: Toner cartridge (1 ea.), @ $24.00/ea., with a yield of 20,000 copies.)*

Specify: **Pack 24/carton, Mfg. ACME COPIER CORP, Part/model # CRT-2196**

A. **Toner cartridge (1 cart.):** @ $_________/ea., with a yield of ____________ copies

   Specify: **Pack: ___________/bx., Mfg. ________________, Part/model # ______________.

B. **Developer (1 unit):** @ $__________/unit, with a yield of ____________ copies

   Specify: **Pack: ___________/bx., Mfg. ________________, Part/model # ______________.

C. **Drum (1 ea.):** @ $__________/ea., with a yield of ____________ copies

   Specify: **Pack: ___________/bx., Mfg. ________________, Part/model # ______________.

D. **Oil (1 unit):** @ $__________/unit, with a yield of ____________ copies

   Specify: **Pack: ___________/bx., Mfg. ________________, Part/model # ______________.
E. **Staples**: (1 unit) @ $ ___________/unit, with a yield of ___________ copies

Specify: Pack: ___________/bx, Mfg. ________________, Part/model # ____________.

F. **Other**: (1 unit) @ $ ___________/unit, with a yield of ___________ copies

Specify: Pack: ___________/bx, Mfg. ________________, Part/model # ____________.

* Staples will not be included in the cost analyses.

G. The price for consumable supplies must remain fixed for not less than 3 months from the bid due date. All bidders complete the following: Prices for consumable supplies are firm for ___________ months from date of award (but not less than 3 months).

III. GENERAL TERMS AND CONDITIONS:

1. Bid a **NEW AND UNUSED** copier only. Bids for copiers that are: used, refurbished, demonstration, "as new/like new", etc., will be rejected. All bidders must specify the brand name and model number of the items offered in the spaces provided. Multiple bids will be rejected.

2. Two sets of descriptive literature and specifications **MUST** accompany all bids for equivalent items bid. Failure to comply with this requirement may result in rejection of your bid.

3. **WARRANTY**: To be considered responsive to this bid, a minimum 30 day warranty must be provided (on site, including all parts and labor, 1 working day response time). If you are providing a warranty for an extended period of time, please specify what that time period is. This information will be included in the five year life cycle cost evaluation. In order for a warranty period to be incorporated in the life cycle cost analysis, it must include the same level of coverage required for the 30 day minimum warranty.

4. **Qualified Service Technicians**: Bidder agrees to assign only technicians who are certified by the Original Equipment Manufacturer (OEM). Assignment of non-certified technicians is grounds for a declaration of default. Third party certifications, "O.J.T." certifications, self certifications and vendor certifications are not acceptable under any circumstance.

5. **Default**: If declared to be in default, the contractor may be required to remove any and all copiers from the University. The University will replace all such copiers and the vendor will be charged the cost of such replacement, less the prorated value of the copier(s) to be removed, based upon a five year period of ownership. The contractor will be liable for any increased maintenance costs for the remainder of the guaranteed five year maintenance contract. An invoice will be sent to the contractor via the State of Maryland Collections Bureau. The above is in addition to any other legal rights and/or remedies (liquidated damages, etc.) which might otherwise be due to the University.

4.A. **MAINTENANCE**: The following requirements are in addition to the successful bidder's standard service policy. To the extent that the following terms and conditions conflict with the contractors standard service policy, the following shall prevail. Maintenance shall begin upon expiration of warranty and continue for 1 calendar year. Maintenance shall be full service, on site, parts and labor, with a 24 hour maximum on site response time. Maintenance shall be performed by a fully qualified technician. Preventive maintenance shall be performed at the sole option and discretion of the contractor, the University will provide reasonable access and opportunity for preventive maintenance services. In the event that a copier remains out of service for 4 or more working days after the initial request for service and upon University request, a loaner of equal or better value must be provided. Said loaner must be installed and operational within 48 hours of the initial request for its placement. Failure to provide maintenance services may constitute vendor default. This requirement may be modified, negotiated or waived with the prior written approval of the Procurement department.

UMBC reserves the right to renew maintenance annually, for up to 5, 1 year periods, at the rates, terms and conditions specified herein.
B. The **maximum service response time** is the maximum amount of time before a qualified repair technician appears on site and fully prepared to effect all necessary repairs. For emergencies (excluding weekends and holidays), the maximum response time is 8 hours; for normal requests, the maximum response time is 24 hours. All bidders must specify their firms policy regarding response time. Include any charges for emergency responses, and specify items which are not covered under normal maintenance.

C. Bidder agrees to provide a loaner copier of equal or better quality if warranty repairs cannot be completed within 5 working days from initial service request. If requested, said loaner will be installed and ready for use with in 3 working days of request for its placement.

D. In the first year, bidder agrees to replace a copier at no cost when any of the following circumstances occur: 1) When a copier cannot be repaired within 14 calendar days of a request for service, 2) When more than 10 legitimate service requests are placed in any rolling 3 month period, 3) After the 18th service request, 4) After a total of 40 "out of service" (work) days, 5) After the 4th occurrence of the same problem.

E. **SERVICE RESPONSE TIME:** Service response time is the length of time between the initial customer request for warranty or maintenance services and the time when a qualified technician arrives at the client site, ready and able to perform repair service (note: for purposes of this bid, the words "maintenance" and "service" are used interchangeably). All vendors must provide an emergency service response time of 8 hours or less; and normal service response time of 24 hours or less; therefore, be specific when responding to General Terms and Condition # 4, as failure to guarantee a response time meeting stated requirements may result in rejection of bid.

F. **PASS THROUGH PRICE INCREASES:** UMBC recognizes that the Original Equipment Manufacturer (OEM) may pass onto the contractor price increases for repair parts during the life of the contract. UMBC will consider requests by the contractor to allow OEM "pass-through" price increases when accompanied with proof of price increases. Only OEM price increases will be considered. UMBC reserves the right to accept or reject all such requests. UMBC will not allow price increases that are greater than the amount passed on by the OEM. If approved, such pass-through increases shall be in addition to the annual maintenance contract fee.

8. **SUBMITTAL OF TERMS AND CONDITIONS:** Any proposed terms and conditions including any for contracts which the bidder proposes to use, shall be submitted by the solicitation closing date as part of the bid. Vendor terms and conditions must be reviewed, and amended as necessary, to comply with Maryland Law and University policies and procedures. This bid, the terms and conditions contained herein, along with the bid submitted by the successful bidder (including appropriate bidders terms and conditions) and the resulting University of Maryland Purchase Order(s) shall constitute the "contract" between the parties, and no other terms and/or conditions shall apply. Terms and conditions submitted by a bidder after the solicitation closing date shall not be accepted.

9. It is an expressed condition of this request for bids that all bidders shall provide demonstration units of the same make, model and design as the copier they are bidding, for a period of not less than 15 calendar days. Said demo. unit must be installed at the client location within 10 calendar days of notification by the UMBC. Upon satisfactory completion of the demonstration, and with the explicit authorization of the UMBC Department of Procurement, the copiers will be accepted, a Purchase Order will be immediately issued, and warranty protection shall begin.

10. All bids submitted for the items specified herein will be evaluated on the basis of a five (5) year Life Cycle to determine the low bid offered for each item.

The following factors will be used to evaluate each item to determine low bid based on a life cycle of five (5) years:

A. Purchase price of the copier  
B. Purchase price of accessory items  
C. The cost of training  
D. Trade-in(s)
E. Shipping and Installation charges
F. Maintenance for 5 years (including annual cost increases)
D. The projected cost of all consumable supplies (excluding paper) for 5 years
E. The real cost of supplies for the first month's usage (to be delivered with the machine)

11. Bid prices quoted are to remain firm for a minimum period of 90 days as stated in the "Standard Terms and Conditions of Solicitations" on the reverse side of the bid cover sheet. If your firm is willing/able to extend the "price firm" period beyond 90 days, please specify what that extended time period is:

____________________________________________________________________________________
____________________________________________________________________________________

12. **Additional Quantities:** The University reserves the right to purchase additional quantities of any or all of the copiers specified herein to satisfy additional requirements as needs dictate, throughout the price firm period. Bidder further agrees to extend the bid prices to any UMS facility throughout the price firm period. Shipping charges may be added for locations outside of the Baltimore/Washington area.

A. The prices bid herein shall remain firm for a period of ____________ days. During that time, UMBC reserves the unilateral right to purchase additional quantities as needs dictate.

B. If additional quantities are purchased during the price firm period, please specify the minimum quantity which must be purchased to gain a volume discount and what the discount will be.

A price discount of _________% will be given after the purchase of a total of _______ copiers have been purchased.

- L A S T  P A G E -