Request for Proposal
UK-1955-19
Proposal Due Date – 05/30/2019

Managed Print and Mail Operations Services
REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

<table>
<thead>
<tr>
<th>PROPOSAL NO.:</th>
<th>UK-1955-19</th>
<th>RETURN ORIGINAL COPY OF PROPOSAL TO:</th>
<th>UNIVERSITY OF KENTUCKY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date:</td>
<td>04/18/2019</td>
<td>PURCHASING DIVISION</td>
<td>411 S LIMESTONE</td>
</tr>
<tr>
<td>Title:</td>
<td>Managed Print and Mail Operations Services</td>
<td>ROOM 322 PETERSON SERVICE BLDG.</td>
<td>LEXINGTON, KY 40506-0005</td>
</tr>
<tr>
<td>Purchasing Officer:</td>
<td>Kenneth Scott</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/Email:</td>
<td>859-257-9102/kesc245@ukly.edu</td>
<td>IMPORTANT: PROPOSALS MUST BE RECEIVED BY:</td>
<td>05/30/2019 3 P.M. LEXINGTON, KY TIME.</td>
</tr>
</tbody>
</table>

NOTICE OF REQUIREMENTS

1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.

2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.

3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.

4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);

2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;

3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;

4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;

5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;

6. That I have fully informed myself regarding the accuracy of the statement made above.

SIGNED STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

<table>
<thead>
<tr>
<th>DELIVERY TIME:</th>
<th>NAME OF COMPANY:</th>
<th>DUNS #</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPOSAL FIRM THROUGH:</td>
<td>ADDRESS:</td>
<td>Phone/Fax:</td>
</tr>
<tr>
<td>PAYMENT TERMS:</td>
<td>CITY, STATE &amp; ZIP CODE:</td>
<td>E-MAIL:</td>
</tr>
<tr>
<td>SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED</td>
<td>TYPED OR PRINTED NAME:</td>
<td>WEB ADDRESS:</td>
</tr>
<tr>
<td>FEDERAL EMPLOYER ID NO.:</td>
<td>SIGNATURE:</td>
<td>DATE:</td>
</tr>
</tbody>
</table>
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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or “proposal” mean the offeror’s/offerors’ response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky’s appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

The term “E-Payables” means automated VISA Card payment.

The acronym “STEPS” means “Staff Temporary Employment Placement Services".
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky (UK) is soliciting proposals from qualified vendors interested in providing Managed Print Services (MPS) solutions and Mail Operations Services for the University’s main campus, UK Healthcare, off-site locations, and other University-run facilities. The University reserves the right to award a single contract or separate contracts for Managed Print Services and Mail Operations Services.

The MPS program includes, but is not limited to, multifunction devices (MFDs), copiers (black and white and color), laser printers (black and white and color), fax machines, networked and non-networked devices tailored to the individual department needs and all supplies and parts necessary for maintaining functionality of all contracted devices.

The following minimum services for Managed Print Services are required:

1. Selected vendor will provide a service solution that offers a single point of contact for managing the contract.
2. Selected vendor will provide new network printers at the start of contract and work with the current MPS vendor to ensure a smooth transition of devices so there is no interruption to printing services.
3. Selected vendor will provide a professionally staffed helpdesk for troubleshooting and problem resolution. A toll-free number to the printer support help desk will be provided for service calls and technical support.
4. Selected vendor will provide a web site to enter and view status of service requests, and manage printer assets.
5. Selected vendor will dispatch certified printer technicians to all University facilities as needed, to install, maintain, repair or remove contracted devises.
6. Solution must include a plan to erase any stored data and make such data unrecoverable, on any machine removed from University use.
7. Solution will include device-monitoring software to automate management of this program, including malfunction notification, automatic toner ordering, and monthly reports distribution.
8. Solution will include device and user management software to aid the University’s efficient operational practices. Application must interface with the University’s ‘Active Directory’ to apply user-based or group-based policies or use parameters.
9. Solution should include ‘RIGHTFAX’ software or a similar software and server support and maintenance plan. Software will be paid for by the selected Offeror.
10. Solution should support mobile and virtual print functions.
11. Solution should support the security requirements of standard campus and healthcare operations.
12. Solution should include roll-up billing and one monthly invoice for charges. Prefer integration within SAP and bill through SAP.
13. Summary and detailed monthly dashboard reports will be generated automatically for each school and department.
14. Quarterly and annual business reviews.
15. The University’s default method of payment is through the E-Payable’s Program. The selected vendor must be able to process such payments. Selected vendor should include a printing method for students and public (Pay to Print) to print and pay individually (not billed) at the time of service.
Payment methods would include using credit/debit cards via NFC readers capable of reading HID Seos, Android, and/or Apple Wallet mobile credential. This includes NFC hardware and firmware upgrades to support these credential types.

16. Selected vendor should include supply necessary equipment and software that must be able to communicate with CSGold software currently used by the University.

17. For student and public printing, the paper must be supplied by the vendor. With daily checks on the equipment for operating issues and for paper re-fills. The locations are in campus computer labs, libraries and other public/student spaces.

18. Must provide an easy method for refunds to students and public.

19. Selected vendor should provide coin option copy devices for the WT Young Library.

20. Selected vendor will be responsible for costs associated with any facility they manage and any maintenance costs regarding infrastructure.

2.2 Current Environment

MPS Current Contract Highlights:

- Equipment, toner supplies and delivery, preventive maintenance, parts and repair.
- Guaranteed service level response times.
- On-site support office.
- Detailed account usage and simplified billing utilizing a cost per page model.
- Equipment upscaling and downscaling flexibility – Assessments.
- Ease of managing contract terms and conditions.
- Printing services throughout campus (student), Document Service Center (DSC), and 3D printing at the College of Design.
- Rightfax 10 Enterprise Suite support and maintenance.
- Annual student scholarships.
- Annual MPS start-up costs.
- Utilizes a ‘Cost Per Click’ cost model. No volume commitment.
- A Document Service Center (DSC) that processes roughly 65-70 print jobs per month, with free delivery.
- For pay for print, paper is supplied by the current vendor. Daily checks on equipment and paper re-fills.
- Healthcare printing that involves various non-standard devices.

Average Monthly Print Statistics University-Wide (1/1/2018 - 12/31/2018):

- Average Monthly B&W Prints: 8,341,987
- Average Monthly Color Prints: 1,684,932
- Current Number of Print Devices: 2430
  - Number of B&W MFPs: 923
  - Number of B&W Printers: 557
  - Number of Color MFPs: 823
  - Number of Color Printers: 123
Mail Room Operations:

The University of Kentucky Mail Centers currently operate as a USPS Contract Postal Units (CPU) and they receive $25,000 annually from USPS for these operations. There are multiple zip codes serviced through these operations and they are open to the public.

University of Kentucky has three mail facilities:

- **Angliana Avenue:**
  - Primary facility acts as central mail hub; USPS delivers here daily
  - Campus and Student Mail and Packages are sorted here
  - Mail Routes begin from this location
  - Outgoing Standard (Bulk) Mail is processed here

- **Whitehall:**
  - USPS picks up outgoing in the afternoon
  - Accountable student mail and packages requiring signature
  - Outgoing business reply mail processed here
  - Outgoing mail and shipping services
  - Incoming mail for departments in this building (mail boxes for each)

- **Medical Center:**
  - Outgoing business and personal (includes patients) mail
  - Incoming mail for departments in building and for Medical students (PO Boxes for each)
  - Outgoing mail and shipping services

- **Staff 17 full-time employees:**
  - Mail Services Manager
  - Mail Services Assistant manager
  - Angliana Avenue Location – 11 FTEs (Non-Management)
  - While Hall Location – 2 FTEs / 1 STEP
  - Medical Center Location – 2 FTEs

- **Campus Mail and Packages (USPS):**
  - Received at Angliana
  - Sorted (“cased”) into carts for packages and department bins for mail
  - UK Postal Vans used to conduct mail routes on campus

- **Standard (Bulk Mail):**
  - Metering, addressing, folding, inserting, and tabbing at Angliana
  - Large standard mail jobs go to United Mail Services (Presort Vendor) for varying levels of service through Mail Room with the exception of Alumni and Athletics who use their own vendors and have indicated that this will not change
  - Departments are up charged for bulk/standard mail services to offset costs
  - Personalized laser printing

- **Business Reply mail:**
  - All processed at Whitehall
    - Manual Spreadsheet with cost center and dollar amount
    - Spreadsheet sent to Finance for reconciliation
Main Mail Center Information:

**Angliana – Main Location:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours of Operation</td>
<td>7:30 am – 4:30 pm</td>
</tr>
<tr>
<td>FTEs</td>
<td>13 *Includes Managers</td>
</tr>
<tr>
<td>USPS Arrival Time</td>
<td>7:30 am</td>
</tr>
<tr>
<td>FedEx / UPS Arrival Time</td>
<td>Currently packages are Delivered directly to student residence halls, departments and apartments from the respective vendor.</td>
</tr>
</tbody>
</table>
| Morning Routes, all depart at 8:30am (buildings have 1 stop each) 2 – 2 ½ hrs per route | Agriculture (28 stops)  
McVey (26 stops)  
Walking (not actually walking; 21 stops)  
Medical Center (21 stops)  
Service (21 stops)  
Medical Center (8 stops) |
| Afternoon Routes (buildings have 1 stop each) | Medical Center (10 stops)  
Service (6 stops)  
Resident Halls (9 stops)  
North Resident Halls (5 stops) |
| Tracking Software                 | WTS (Web Tracking System), NeoPost                                     |
| Credit Slip Pick Up               | Every afternoon – pick up from Medical Center and drop off at Whitehall |
| Standard (Bulk) Mail Fees         | $675 annually (1 permit: #51 – used by vendors, as well)                |
| Business Reply Mail Fees          | $915 annually                                                           |

Monthly Mail Volumes:

- **Incoming**
  - Letters Flats - 106,120
  - USPS Packages – 10,050
  - Accountable Letters / Flats - Unknown
  - Inter-Office Mail - 3,724
  - Mystery Mail - 1,862
  - Package Inquiries - 350

- **Outgoing**
  - USPS Packages - Unknown
  - USPS Mail - 103,286
  - International Mail - Unknown
  - Accountable Mail - Unknown
  - Business Reply Mail Pieces (Whitehall) - 1,436
2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship Research University. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK’s campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK’s research faculty, staff and students are establishing UK as one of the nation’s most prolific public research universities. UK’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK’s research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people.
In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer’s Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation’s finest academic medical centers and includes the University’s clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children’s Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country’s largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK’s agenda remains committed to accelerating the University’s movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University’s fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

### 3.0 PROPOSAL REQUIREMENTS

### 3.1 Key Event Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>04/18/2019</td>
</tr>
<tr>
<td>Pre-Proposal Conference (Optional)</td>
<td>04/26/2019 1:00 Eastern Time</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>3 p.m. Eastern Time on 05/3/2019</td>
</tr>
<tr>
<td>RFP Proposals Due</td>
<td>3 p.m. Eastern Time on 05/30/2019</td>
</tr>
</tbody>
</table>

*projected dates
3.2 **Offeror Communication**

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror’s firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Ken Scott – Strategic Sourcing Manager  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 257-9102  
Fax: (859) 257-1951  
E-mail: kesc245@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.

3.3 **Pre-Proposal Conference**

A Pre-Proposal Conference will be held in Lexington, Kentucky on 04/26/2019 at 1:00 p.m., in Room 379, at the Peterson Service Building, to allow prospective Contractors an opportunity to ask questions, and clarify the University’s expectations. This conference provides Offerors an opportunity for oral questions.

The following items should be noted in reference to the Pre-Proposal Conference:

- Attendance at the Pre-Proposal Conference is **optional**. At this conference the scope of services will be discussed in detail.

- Offerors are encouraged to submit written questions after the Conference by the date listed in Section 3.1 Key Event Dates.

The University will prepare written responses to all questions submitted and make them available to all Offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful Contractor. Oral answers given at the conference are not binding.
3.4 **Offeror Presentations**

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.5 **Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

3.6 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University’s General Terms and Conditions. Each exception to the University’s General Terms and Conditions shall be individually addressed.

3.7 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed copies in a single package, separate from the Financial Proposal.

- **Financial Proposal:** Two (2) copies on an electronic storage device (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed copies in a single package, separate from the Technical Proposal.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable. The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.
Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.8 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.9 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.10 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror’s liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.
3.12 **Disclosure of Offeror’s Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University’s administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.13 **Restrictions on Communications with University Staff**

From the issue date of this RFP until a contractor is selected and a contract award is made, offeror’s are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror’s presentations. If violation of this provision occurs, the University reserves the right to reject the offeror’s proposal.

3.14 **Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offeror. The University will provide no reimbursement for such costs.

3.15 **Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.16 **Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 **Questions**

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.
3.18 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 – Account Management
- Criteria 4 – Technical Specifications
- Criteria 5 – Training and Communication
- Criteria 6 – Implementation
- Criteria 7 – Financial Proposal
- Criteria 8 – Evidence of Successful Performance
- Criteria 9 – Other Additional Information
4.2 **Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form**

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 **Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

- A statement that identifies the confidential information as described in Section 6.23.

4.4 **Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.5 **Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposal for a Managed Print and Mail Operations Services solution.

**Demonstrated Stability**

1. Provide a company overview, including dates of incorporation, of all affiliates or third parties, and number of employees. List the number of people your company employs by function; e.g., development, finance, management, marketing, operations, etc.

2. If you are part of a larger company, briefly describe the degree of corporate support provided by the parent company.
3. Provide certified, audited financial statements, including full set of notes as follows:
   
   i. For the past three (3) fiscal years, include at a minimum, income statements, balance sheets, and statements of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible for the reasons why, if they are not available.
   
   ii. For a privately held company, when certified audited financial statements are not prepared; a written statement from the company’s certified public accountant, stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions.

4. Provide the company’s most recent debt rating from Standard & Poor’s, Moody’s or Dunn & Bradstreet.

5. Briefly describe the number of customers you support, the industries these customers represent, and the services you provide.

6. Has the Offeror had a contract terminated for cause in the last five (5) years? If so, describe such incident. Submit full details for the default, including the other parties’ name, address, and phone number. Present the offeror’s position on the matter. If the Offeror has experienced no such termination for default in the past five years, so indicate.

7. Has the offeror’s company or companies ever filed for bankruptcy, been in loan default? Are there any pending liens, claims or lawsuits against the company? If so, please describe. If not, so indicate.

8. Describe your company’s mission or corporate policy with respect to providing Managed Print and Mail Operations Services? What is your company’s focus (cost, quality, etc.) in the Managed Print and Mail Operations Services solutions provided? With respect to these services, what differentiates your company from your competitors?

9. From what regional office or warehouse will equipment be dispatched from? From what regional office or service location will service/maintenance be dispatched from? Where is your corporate headquarters located?

10. What is the strategy that your organization uses to assess the needs of the various departments and schools that comprise an educational institution similar to University of Kentucky when developing a Managed Print Services solution?

11. What is the strategy that your organization uses to assess the needs of the various departments and schools that comprise an educational institution similar to University of Kentucky when developing a Mail Operations Services solution?

12. In addition to office equipment, what other products and/or solutions does your organization provide that could help University of Kentucky reduce and recover operational costs?
4.6 Criteria 2 – Services Defined

4.6.1 Managed Print Services

Please provide details on your ability to actively manage the UK print fleet:

1. Describe the Managed Print Services solution being proposed to the University. Include a list of detailed services that will be provided for a multi-vendor fleet of printers, faxes, and copiers.

2. Describe your proactive service management plan in detail. Plan should include preventive maintenance solutions, on-site repairs, break-fix, site inspection diagnostics and supply management of parts.

3. Describe your proactive consumable replenishment plan in detail.

4. Describe capability for utilizing a Managed Print Services Solution with existing University-owned hardware. Identify the manufacturer(s) of Managed Print Service hardware that is supported.

5. Describe the fleet refresh strategy your company will employ.

6. Describe the process for continued assessment and optimization of managed print services to ensure fleet optimization.

7. Provide information concerning any “green” initiatives and how these initiatives would relate to the proposed solution.

8. Describe your ability to provide secure printing to all users:
   i. Follow-me printing
   ii. Proactive service management
   iii. Dashboard reporting
   iv. Secure printing via card reader and/or PIN code
   v. Release print jobs via LinkBlue ID
   vi. Secure payment for pay to print

9. What is your ability to provide real-time data (dashboard reporting) with actionable insights? For example, ad-hoc reporting is desired, but the University would like to have real-time data dashboards that would allow the ability to make business decisions more quickly.

10. Please describe how you would support and integrate two environments (Higher education / Healthcare) while providing a dashboard for two separate systems with the ability to combine the dashboard into a single enterprise-wide dashboard.

11. Please describe your support model (on-site, remote, hybrid) and what would you recommend for the University of Kentucky. The University is willing to negotiate on-site space and rent payments with the selected vendor.

12. Please describe your ability to provide consolidated billing and invoicing for the fleet of printers and copiers.
13. Please describe your support model for the Document Service Center. In-depth details of your proposed turnkey, web-to-print workflow solution that must include:
   
   i. A web-based standard job submission tool
   ii. Customer friendly features
   iii. Billing capabilities
   iv. Production efficiencies

14. Please describe your support model for the 3D print lab. In-depth details of your proposed turnkey, web-to-print workflow solution must include:
   
   i. A web-based standard job submission tool
   ii. Customer friendly features
   iii. Billing capabilities
   iv. Production efficiencies
   v. Staff support to assist with 3D printing

15. Provide information concerning any “green” initiatives and how these initiatives would relate to the proposed solution.

16. Describe levels of service:
   
   i. Types of service provided for each level
   ii. Support options to system and technical administrators
   iii. Hours of availability including 24X7 and emergency after hours support
   iv. Response time
   v. Ability to provide on-site assistance in the form of a service technician or other personnel and availability of that service
   vi. Automatic supply fulfillment and service dispatch
   vii. 24/7 device monitoring and automatic supply ordering
   viii. Emergency response

17. Provide metrics comparing performance with contracted service standards.

18. Describe service capability throughout the state of Kentucky. If same services are not available throughout the state, please list exceptions.

19. Describe the optimal support model in terms of 24X7 device monitoring, on-site technical support, etc. What measurements are tracked to assess quality and effectiveness of support? Provide an organization chart that would represent the support structure for the University.

20. Describe the process for requesting service and supplies including by telephone, web portal, etc., the proposed shipping method and lead-time for receiving products. How are users notified of confirmation of a request? What methods are available for users to track requests for service or supplies?

21. Provide statistics regarding average service response time during regular business hours/after hours and weekends.

22. Describe policies regarding escalation of support issues.
23. Provide the following information about the service technician staff employed by your company:

i. Number of service technicians employed, number in our regional area
ii. Average years of experience of current staff of service technicians
iii. Minimum training, educational requirements, required certifications, background checks, bonding etc. for all service technicians
iv. Ratio of service technicians to number of devices deployed/supported. Ratio in our regional area. Company goal for ratio of technicians to devices supported
v. Describe incentives technicians/employees receive to provide superior customer service

24. If any part of the service will be subcontracted please provide a listing of locations that would be subcontracted along with the information on the subcontractor and contact information (as per listed above). How is compliance to service levels and competency measured?

25. Describe process for monitoring equipment performance, duty cycle, and usage. What is the procedure for resolving a device with frequent problems including replacement guarantee? At what point and degree would a device be replaced due to continuous maintenance needs? How long will an existing device be out of service when being replaced? Describe spare parts inventory maintained by technicians. Describe any “user replaceable” components that can help maintain uptime and minimize service technician intervention.

26. Some business areas, specifically UK HealthCare, require quick turnaround on repair and replacement of devices. Describe how urgent needs can be accommodated including availability of on-site replacement devices. What, if any, is the role of IT staff in the support model? What is the normal turnaround time from request to installation of a short-term rental?
4.6.2 Mail Operations Services

1. The selected Offeror must fully comply with all US laws and regulations governing postal operations.

2. Describe your company’s solution to provide mail services for the University and provide timely, efficient, and professional, in-house mail operation services to include, but not be limited to, receiving and delivery of USPS® domestic and international mail, bulk packages, express mail, Business Reply Mail® (“BRM”), postage due, and UK interdepartmental mail. The selected vendor will work with UK to analyze current mail operations and implement pickup and delivery schedules for both incoming and outgoing mail that will optimize processing time and best serve the needs of UK. UK is seeking proposals that demonstrate a solution in providing the required services in an efficient and price conscious manner. Your proposal should include, but is not limited to:

   i. Innovative solution for delivery and pickup of mail within 24 hours. Include a detailed plan for each mail delivery route. Include staffing plan for each route.

   ii. A best-way shipping method and consultation for outgoing mail accountability.

   iii. Solution for maintaining a record of incoming and outgoing mail in an automated tracking system. Including electronic chain of custody.

   iv. Solution for storage of print and mail items.

   v. Solution should provide a plan for implementation of between 1000-1200 student mail services lockers on campus with a fully-staffed customer service desk. Locations for placement of these lockers will be negotiated at a future date.

   vi. Technology, equipment and vehicles needed for mail operations and your solution for maintaining all.

3. The University is seeking proposals for two staffing options for Mail Operations Services. Please provide your staffing plans for:

   i. Current University postal operations employees remain on the University of Kentucky payroll and the University is reimbursed for the employee’s salaries and benefits.

   ii. Existing University of Kentucky postal operations employees apply for positions with your company. In other words, you assume full responsibility for all staffing. Which would include salaries and benefits.

4. Please see attachment A. for current position and salary details. Please use this attachment for your proposal pricing model.

5. The selected vendor may offer direct employment to any current Mail Operations Services employee without prior consent required from the University. However, the selected vendor must notify and obtain approval from the University, prior to hiring any former University employee and/or if that employee has been previously refused employment by the University. The University may refuse any vendor staff member at any time with or without cause.
All potential hires must first pass the University's background screening process before employment is offered. The vendor will be responsible for any costs incurred in the background screening for potential hires.

4.7 Criteria 3 – Account Management

1. Identify the full-time account manager, service coordinator, and other personnel who will be responsible for servicing the University’s account for both Managed Print Services and Mail Operations Services.

2. Indicate the frequency of account management reviews. What type of information is provided and with whom are the reviews conducted?

3. Identify and provide examples of all standard reports. Indicate whether the system has an ad hoc report function. Identify whether the reports can be created by and specific to the department, University, or other levels of management such as the College level.

4. Describe the billing process. Indicate whether the solution can interface with SRM/SAP for billing.

4.8 Criteria 4 – Technical Specifications

1. Provide a detailed description of the software and hardware required to support the Managed Print Services Program.

2. Describe all features and functionality associated with printing, scanning, faxing, and copying, including the capability for specialized print.

3. Describe all special printing features and functionalities associated with printing.

4. Describe how the proposed solution will adapt to future technology.

5. Describe the administration tool and capabilities. Identify University personnel required to support system administration and describe functions.

6. Describe capability for wireless print.

7. Describe capability for remote management, how this is performed, and by whom.

8. Describe capability for “follow me” printing and print on demand.

9. Describe network and physical security features.

10. Describe the process for management of users, rights, and security and identify personnel required to perform this function. Describe the process for authentication.

11. Provide a list of operating system platforms the proposed devices work with or support (e.g., Windows, Linux, Macintosh, etc.).

12. Identify any client-side software/agents/drivers that would need to be installed on end-user machines. Describe the process for mapping print drivers to end-user machines. Confirm
that all proposed equipment utilizes print controller language (PCL) and PostScript versions of the print drivers.

13. Address direct printing via IP address or printing via a print server.

14. Identify the frequency of software upgrades and the impact to the University during upgrades. Confirm that application and operating system upgrades are included in the proposed solution.

15. Explain ability to offer a dedicated, secure web portal through which supplies could be ordered for University-owned devices.

4.9 Criteria 5 – Training and Communication

1. Include an outline and identify the amount of training that is provided by the Offeror for both Managed Print Services and/or Mail Operations Services. Specify training required for technical staff and end users. If a train-the-trainer approach is used for end-user training, please describe.

2. Provide a list of all documentation materials available to the University. This list should include, but need not be limited to the following items: end-user documentation and training materials and any technical documentation required for system administrators, if applicable. Describe how this material is made available.

3. Provide copies of communication/marketing information used for customers.

4. Describe how your firm addresses change management to assist with cost savings. For example, duplex printing, black & white versus color, print versus scan, reduce wasteful printing.

4.10 Criteria 6 – Implementation

1. Explain in narrative form your approach to assumption of the Managed Print Services Program and/or Mail Operations Services, in respective units across the University. Indicate by skill sets and responsibilities, the staff that the Offeror proposes to use on the implementation project to transition departments from our current state to Managed Print Services and Mail Operations Services future state. Indicate by skill sets and responsibilities, the staff that is recommended for the University project team for implementation. Specifically address the role of IT staff and indicate whether IT involvement is required in all deployments.

2. Describe, in detail, specific steps to transition from existing to replacement devices including the importation of existing settings. Please include a proposed time-line for the transition.

4.11 Criteria 7 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.
4.12 **Criteria 8 – Evidence of Successful Performance**

Offeror shall have proven experience on-boarding and implementing the transition of a large volume of print services across multiple locations. Please describe at least two (2) instances where your company assumed the Managed Print and/or Mail Operations Services contract from an existing vendor. Preferably, this will be a like-sized university. Please indicate the approximate number of contracted devices that were installed at each location. Please list the number of post office locations that were supported at that institution. Please list any issues that arose from the assumption of printing services from another vendor. Please provide the names of references for those projects and the project manager assigned for each.

4.13 **Criteria 9 – Other Additional Information**

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

5.0 **EVALUATION CRITERIA PROCESS**

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.
The relative importance of the criteria is defined below:

**Primary Criteria**
- Offeror Qualifications
- Solutions Defined – Managed Print Services Program
- Solutions Defined – Mail Operations Services
- Financial Information – Cost per Impression (CPI)
- Financial Information – Mail Operations Services Staffing
- Account Management
- Technical Specifications
- Service and supplies for equipment
- University Training and Communication
- Implementation
- Evidence of Successful Performance

**Secondary Criteria**
- Other Additional Services

The University will evaluate proposals as submitted and may not notify Offeror of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if the offeror’s response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6.0 **SPECIAL CONDITIONS**

6.1 **Contract Term**

The contract(s) resulting from this RFP shall be effective upon the date of the approving signatures for an initial five year term, and is renewable for up to five (5) additional one-year renewal periods. The total contract period will not exceed ten (10) years. Annual renewal shall be contingent upon the University’s satisfaction with the services performed.

6.2 **Competitive Negotiation**

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the Offeror’s Best and Final Offer.
The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.3 Appearance Before Committee

Any, all or no offeror’s may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.4 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Director of Purchasing and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.5 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.6 Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror’s response accepted by the University, shall be the entire agreement between the parties.

6.7 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
6.8 **Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b) applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.9 **Termination for Convenience**

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.10 **Termination for Non-Performance**

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;

- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
• Making a general assignment for the benefit of its creditors, or taking the benefit of any insolven
cy act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University’s satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days’ notice, by registered or certified mail, of its intent to cancel this contract.

6.11 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days’ written notice of termination under this provision.

6.12 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.13 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.14 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.
The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.15 **Attorneys’ Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys’ fees and costs at all stages of litigation.

6.16 **Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University’s name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.17 **Indemnification**

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys’ fees of the University’s attorneys), all liability of any nature or kind arising out of or relating to the Contractor’s response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.18 **Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract Business Automobile Liability covering owned, rental, or non-owned autos</td>
<td>$1,000,000 each occurrence (BI &amp; PD combined) $2,000,000 Products and Completed Operations Aggregate</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each occurrence (BI &amp; PD combined)</td>
</tr>
</tbody>
</table>

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with
regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers’ Compensation) in favor of the University, its trustees and employees.

6.19 **Method of Award**

It is the intent of the University to award a contract to the qualified Offeror(s) whose offer(s), conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.20 **Reciprocal Preference**

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.21 **Reports and Auditing**

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

6.22 **Confidentiality**

The University recognizes an offeror’s possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.
The University’s General Counsel shall review each offeror’s information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.23 **Conflict of Interest**

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky’s Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.24 **Extending Contract**

The offeror’s response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.25 **Personal Service Contract Policies**

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

A. **Professional Service Rate Schedules:**

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at www.lrc.ky.gov/statcomm/Contracts/homepage.htm.

B. **Invoicing of Personal Service Contracts:**

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, “No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee.” The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf.
6.26 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.27 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at http://www.uky.edu/pmarketing/brand-standards. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: https://ourbrand.ukhealthcare.org. Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University’s Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.
6.28 **Printing Statutes**

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.

7.0 **SCOPE OF SERVICES**

7.1 **Detailed Services Defined**

The Offeror selected should have demonstrated success implementing and managing a Managed Print and/or Mail Operations Services agreement with a university of comparable size to that of UK.

Mail Operations Services will include day-to-day operations of the mail facilities listed in section 2.2 (Current Environment), providing timely, efficient, and professional, in-house mail operation services to include, but not be limited to, receiving and delivery of USPS® domestic and international mail, bulk packages (FEDEX/UPS), express mail, Business Reply Mail® ("BRM"), postage due, and UK interdepartmental mail. The contractor will work with the current UK Mail Operations Services staff to establish and implement pickup and delivery schedules for both incoming and outgoing mail that will optimize processing time and best serve the needs of UK. UK is seeking proposals that demonstrate a solution in providing the required services in an efficient and price conscious manner.

Mail Operations Services are to be provided daily from each of the fully-operational Mail centers and shall be staffed Monday through Friday. The UK mail staff will interact directly with the United States Post Service (USPS) on a daily basis. If in the course of the contract, there is a significant increase or decrease in the schedule, the contract may be amended.

The Managed Print Services (MPS) solution will include maintenance and support for all multi-function devices (a device that has multiple functions such as copies, faxes and scans) currently in use, and as needed by the University for normal operations, through the awarded vendor. Maintenance and support for all other non-multi-function devices may be considered at UK’s sole discretion. Currently leased multi-function devices will remain in effect until after the fulfillment of their individual agreement terms. Services will be performed in a phased approach whereby a current operational device will be given the necessary time to remain in our environment until the end of its lifecycle. End of Lifecycle will be defined as a device that is no longer capable of operating without repairs that exceed more than half the cost of the device, not to include normal consumables such as toner or is fully depreciated. Once a device is taken out of service, UK will want it replaced with a leased device provided by the vendor, or retired in an effort to drive printing to centrally-located networked devices.

All offeror’s must have the capability and be certified to maintain and support the current fleet of printers. Rental services are not limited to any particular brand or vendor, but must be capable of high volume, centralized print, scan, copy, and fax functionality in a networked environment.
MPS maintenance services solutions will include, but are not limited to all:

1. **Consumables**
   a. Toner (must be Original Equipment Manufacturer (OEM) for all printers on contract)
   b. Staples
   c. Drums
   d. Maintenance Kits
   e. Other consumable parts

2. **Parts**
   a. Fuser units
   b. Transfer kits
   c. Waste toner bottles
   d. Rollers
   e. Paper guides
   f. Other misc. parts

3. **Labor**
   a. Delivery of consumables and parts
   b. Installation of consumables and parts
   c. Disposal of consumables and parts

**8.0 FINANCIAL OFFER SUMMARY**

**All financial information must be submitted in a sealed envelope under separate cover**

**8.1 Mandatory Services**

**Managed Print Services**

The Financial Summary proposal should contain the complete financial offer made to the University and clearly communicated through documentation, with detailed responses.

1. The University requires a pricing structure with an all-inclusive cost per impression (CPI) to include but not be limited to service, equipment, software and supplies (excluding paper).

2. The University is also very interested in any other cost-saving or incentive programs that you may be able to provide as a vendor. Please provide details on any such programs that you would be able to offer the University.

3. Describe the methods by which your company will strive to lower the costs incurred by the University over the length of the contract?

4. Be all inclusive of all Offeror costs to assume and maintain the Managed Print Services program at the University of Kentucky. To include:
   i. All standard and anticipated costs for program
   ii. All Additional costs not otherwise accounted for elsewhere in the proposal
   iii. Quantity discounts (If Applicable) clearly stated
**Vendor should use this format to provide a Price Proposal** as described in this RFP for costs per impression (CPI). Vendor rates must be given in United States dollars, and include all costs that will be charged for performing the tasks necessary to accomplish the requirements set forth in this RFP and in the subsequent contract.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price (Price per impression)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per Impression: Black-and-white Devices</td>
<td><em>(Based on volume of 100,103,844 impressions)</em></td>
</tr>
<tr>
<td>Price Per Impression: Color Devices</td>
<td><em>(Based on volume of 20,219,184 impressions.)</em></td>
</tr>
<tr>
<td>Price Per Impression: Student/Public Printing</td>
<td></td>
</tr>
<tr>
<td>Price Per Impression: Large format (plotter) printing</td>
<td></td>
</tr>
<tr>
<td>Price Per 3D Print Job</td>
<td></td>
</tr>
</tbody>
</table>

*Annual Volumes

**Mail Operations Services Cost**

The Financial Summary proposal shall contain the complete financial offer made to the University to assume full control of all mail operations.

- Costs
  - All standard and anticipated costs for program (includes staffing – attachment A)
  - All Additional costs not otherwise accounted for elsewhere in the proposal
  - Any and all program discounts, rebates and any other financial incentives offered to the University of Kentucky through your offer

**8.2 Alternate Pricing**

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.
8.3 **Additional Financial Commitment**

The University is interested in forming strategic partnerships of mutual benefit. Examples include, but are not limited to, academic programming, signing bonuses, scholarships, internships, employment opportunities for University graduates, and percentage (%) rebates based on monthly/quarterly/annual volumes.