



PUBLIC CHARTER SCHOOLS

Request for Proposal

Copiers / Multifunction Copiers

Locations:

20 Wheeler St, Lynn MA 01902

90 High Rock St, Lynn MA 01902

37 Babson St, Boston MA 02126

Proposal Due Date: March 6, 2020

Proposal Due Time: 4:00PM ET

Emily Hepler

90 High Rock Street

Lynn, MA 01902

ehepler@kippma.org

(203) 214-6304

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SECTION 1: INTRODUCTION

1.1 Introduction

KIPP Academy Lynn & Boston Charter schools is seeking a Contractor to provide copier / multi function copier services for three campuses in time for the 2020-2021 school year. The timeline is proposed as of February 1, 2020.

1.2 About KIPP MA

KIPP Academy Lynn Public Charter Schools and KIPP Academy Boston Public Charter Schools, hereafter referred to as KIPP Massachusetts or KIPP MA, is part of a non-profit network of college preparatory, public charter schools educating students across grades K-12 in Lynn and Boston. Comprised of two elementary, two middle, and one high school, we have a 15-year track record of preparing students in educationally underserved communities for success in college and life. Our schools are part of the free public school system and enrollment is open to all students.

Our campuses are currently located at:

- **20 Wheeler St, Lynn MA 01902.** KIPP Academy Lynn Collegiate serves over 480 students within a grade span of 9 - 12. This campus also serves our Regional Office, composed of 30+ staff members.
- **90 High Rock St, Lynn MA 01902.** KIPP Academy Lynn Elementary and Middle serves over 1,100 students within a grade span of K2 - 8.
- **37 Babson St, Boston MA 02126.** KIPP Academy Boston Elementary and Middle serves over 550 students within a grade span of K2 - 8.

We are part of a national network of 28 regions and 242 KIPP schools educating over 100,000 students on their path to and through college, careers, and life. For more information about our specific schools, please visit www.kippma.org.

1.3 Schedule of Events

The schedule of events set out herein represents KIPP MA's schedule that will be followed. KIPP MA reserves the right to adjust the proposed dates on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	2/10/20	9 am ET
District Tours for Vendors Provided <i>(must contact ehpler@kipppma.org to schedule formally)</i>	2/13/20 & 2/14/20	10 am ET
Deadline for written questions sent to the Point of Contact	2/28/20	9 am ET
Deadline for response to written questions from Point of Contact	2/28/20	4 pm ET
Proposal Due	3/6/20	4 pm ET
Final Evaluation (on or around)	3/13/20	
Notice of Intent to Award	3/18/20	4 pm ET
Contractor begins work (on or around)	7/1/20	

1.4 Contract Term

KIPP MA is seeking a thirty-six (36) month / three (3) year term for this contract. The installation of this equipment is planned for **July 2020**. Initial training of staff will begin the day following the installation.

SECTION 2: GENERAL INFORMATION & INSTRUCTIONS

2.1 Purpose

The purpose of this Request for Proposal is to solicit quotes from authorized vendors to provide faculty and staff with accessible, easy to use and highly proficient copiers and associated maintenance services in order to improve work flow and reduce total cost in use. KIPP MA is accepting quotes for a three-year contract to meet the equipment and service needs of the District. Services will be provided for three (3) buildings- five (5) schools and one (1) regional office- housing approximately 2,200 students and 300 employees.

KIPP MA, at its sole discretion, shall assess all RFP responses to determine whether, and to what extent, KIPP MA will enter into a contract for the equipment and services. Nothing in this RFP shall be construed as requiring or obligating KIPP MA to enter into a contract with any party, and KIPP MA reserves the right to reject any and all RFP responses or award any contract as it deems appropriate.

2.2 Proposal Submission Guidelines

The information provided herein is intended to assist Vendors in the preparation of the response to this request for proposals. The RFP is designed to provide interested vendors with sufficient basic information to submit quotes meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from. Vendors must provide all information and documents necessary to demonstrate their ability to meet the requirements set forth in this RFP. Vendors are also encouraged to expand upon the specifications set forth herein to demonstrate their ability to meet the needs of KIPP MA and establish any special offers or considerations offered or available to KIPP MA.

By submitting a quote, the vendor represents that:

1. Vendor has read and understands the request for proposal and submits the proposal response in accordance there within.
2. The vendor possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful installation of all copiers and ensures continued maintenance.

KIPP MA is not liable for any costs incurred by the bidder in the preparation of proposals submitted.

Contractors shall submit an electronic copy of the following documents via email with a subject **“Request for Proposal -- Copiers SY 20-21 ”** based on the schedule to:

Emily Hepler
ehepler@kippma.org
Regional Director of Operations
90 High Rock St, Lynn MA 01902

Responses received after 4:00 PM EST on Friday, March 6, 2020 *may* not be considered.

All submitted proposals shall include:

1. **Cover Sheet:** Vendor shall review and complete the attached form. The Cover Sheet is APPENDIX A of this document.
2. **Debarment or Suspension Certificate:** Vendor shall review and complete the attached form. The Debarment or Suspension Certificate is APPENDIX B in this document.
3. **Bid Submission Sheet:** Vendor shall review and complete the attached form. The Bid Submission Sheet is APPENDIX C in this document.
4. **Certificate of Insurance:** Contractor shall provide proof of Workers' Compensation, General Liability, and Fidelity Bonding insurance.
5. **Profile, Experience, and References:** Vendor shall provide company's experience in working with educational districts of this size (or larger) and the types of projects completed. Include references from other entities similar to KIPP MA for which the Vendor has provided goods and/or services.
 - a. Responses should be submitted with three (3) customer references.
 - i. At least two (2) school district references are required.
 - ii. At least two (2) should be customers from the past twelve (12) months.
6. **Pricing/Capital Investment:** Vendor shall submit cost proposal that includes, but is not limited to:
 - a. Pricing for:
 - i. Pricing for a three (3) year Tax Exempt Lease of the copy machines
 - ii. Services rates for all service, parts and supplies required by the copy machines, including but not limited to toner, staples, and software drivers
 1. This should include multiple options for supply orders, including:
 - a. The cost of supplies ordered a la carte (supplies not included in monthly contract price)
 - b. The cost of supplies managed by the vendor and included in the monthly contract price
 - iii. Delivery, installation, and network set-up for users
 - iv. Training for staff in the proper operation and maintenance of each copier and its accessories
 - b. Life cycle cost analysis including initial cost, trade in, and maintenance/service/supplies of each machine proposed, including:
 - i. Supplier provided specification sheets
 - ii. Machine brand, model number, pages per minute B/W and (if applicable) color
 - iii. An average monthly copies per month breakdown of each machine
 - c. Payment discounts
 - d. Any applicable trade-in allowance(s)
7. **Scope of Services:** In your proposal, please outline your approach for providing the services noted in the scope of services & guidelines documented in this RFP. Please indicate whether there are services outlined in the scope that your organization is not prepared to offer at this time.

8. **Supplemental Documentation:** Provide any additional documentation or information that you feel would help us better understand your ability to provide excellent copier and/or printer services for KIPP MA.

All proposals should be submitted via email to ehepler@kippma.org or mailed/hand-delivered to KIPP MA by 4:00PM on **3/6/20**.

All questions about scope or site visits should be directed to Emily Hepler, KIPP Massachusetts Regional Director of Operations (RDO) via email at ehepler@kippma.org or by phone at (203) 214-6304 between the hours of 9:00AM and 5:00PM Monday-Friday. KIPP MA encourages all prospective vendors to submit any questions they may have as soon as possible. Questions should include “**Request for Proposal -- Copiers SY 20-21**” in the subject line to ensure that we identify the email as relating to this RFP.

2.3 Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Point of Contact. Questions other than those submitted in writing will not be accepted. Only written responses will be binding. All Vendors must submit questions by the deadline identified in the Schedule of Events for submitting questions.

2.4 Proposal Evaluation

KIPP MA reserves the right to reject any and all proposals received as a result of this RFP. The selected proposal will be the most advantageous regarding timing, price, quality of service, qualifications and capability to provide the specified service, and other factors, which KIPP MA may consider. Specific evaluation criteria includes, but is not limited to:

- Ability to meet required and desired contract specifications, including terms and conditions.
- Pricing.
- Experience and References.
- Contractor’s past relationship, if any, with KIPP Massachusetts or other charter schools.

2.5 Failing to Comply with Submission Instructions

Understanding proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Proposals must be complete in all respects, as required in each section of this RFP. By submitting a proposal, the Vendor agrees and assures that the specifications are understood and are adequate, and the Vendor accepts the terms and conditions herein. Any exception must be noted in the Vendor's response.

SECTION 3: SPECIFICATIONS AND REQUIREMENTS

3.1 Contractor Information

The Vendor will provide the company name, company address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.

3.2 Mandatory Contractor Qualification Criteria

KIPP MA must be assured that the selected Vendor has all of the resources to qualify and successfully perform under the contract. This includes, but is not limited to:

- District management residing in or near the State of Massachusetts
- And at least three (3) current client references that KIPP MA may contact
- Adequate number of personnel with required skills
- Availability of appropriate equipment in sufficient quantity to meet the ongoing needs of facilities management
- Financial resources sufficient to complete performance under the contract

SECTION 4: GUIDELINES AND SCOPE

4.1 Scope of Work

The successful vendor shall be required to provide adequate equipment in our schools and office buildings as determined by the vendor and KIPP MA in order to adequately produce the required copiers and provide efficient access for all required users. Copier and/or printer services for KIPP MA will be provided for all district buildings listed in Section 1.2 of this RFP. Attachment 1 of this RFP outlines all current machines utilized by KIPP MA, including a twelve (12) month usage reading.

KIPP MA shall not be the owner of any of the designated copiers, nor shall they have the option to purchase any copiers in the end of the agreement term. If KIPP MA elects to include printers in this agreement the district would like the option to purchase these at the end of the agreement terms. This agreement will be for a three (3) year term. All proposal longer than the term (36 months) required may be considered non-responsive and possibly rejected.

This agreement shall include all operating supplies, the option to include/exclude consumables as stipulated in the contract, and all service requirements (travel, parts and labor) as necessary to meet the demands of the district. All billing will be monthly and must include all necessary software and computer networking assistance for the duration of the contract. Any fees, property taxes, etc billed separately will not be paid. Any attempt by the vendor to force KIPP MA to honor such charges will result in immediate termination of the contract between the vendor and KIPP MA.

The vendor agrees to the following:

- Provide prompt maintenance services for all machines during the length of the contract when work is performed in district buildings
- Maintain insurance and liability on all equipment

4.2 Payment/Billing

Net 30 days. Meter readings will be done by a designated employee or automated meter reader on the last working day of the month and forwarded to the vendor within three (3) working days via email to finance@kippma.org. A per copy portion of the contract will be billed based on the actual copiers on each machine identified by serial number and/or identification number at each location. Billing on an ADM basis will be based upon a monthly fee as outlined in the ADM agreement.

All monthly billing, whether based upon ADM or per copy charges, must include all necessary property taxes, documentation charges and fees, delivery, set-up, training, necessary software, and computer networking assistance for the duration of the contract. Any fees, property taxes, etc billed separately will not be paid. Any

attempt by the vendor to force KIPP MA to honor such charges will result in immediate termination of the contract between the vendor and KIPP MA.

4.3 Equipment

KIPP MA reserves the right to select equipment at each location from the vendor's current total product offering comparable to the existing equipment or in some cases, an upgrade. All equipment will be NEW (not used, refurbished, or remanufactured equipment). Any attempt to deliver used, refurbished, or remanufactured equipment will result in the immediate termination of the contract between the awarded vendor and KIPP MA at no cost to KIPP MA. Vendor shall provide additional equipment as needed and update or replace if service calls on any equipment exceeds the reasonable expectations. In the event a copier needs to be sent out for service, a loner will be available immediately upon request (not to exceed 24 hours) at no cost to KIPP MA.

Any equipment offered must be new and in current production and in first class condition. All parts must be new and the machine cannot be newly manufactured or remanufactured or discontinued. However, if any equipment installed as a result of this proposal proves to be defective or unsatisfactory at any time during the contract, such an extent that an unreasonable number of service calls are required, the Vendor will be required to promptly replace such equipment at no added cost to KIPP MA.

During the length of the contract, it may be necessary to move equipment within the schools or offices. The successful vendor shall move the equipment as requested with no charge to KIPP MA. KIPP MA will notify the vendor fourteen (14) days in advance of the move.

4.4 Standard Functions / Features on Copiers

Required copier features (for each machine) must include:

- Scan capability- to email or network drive
- Printing
- Automatic Document Feed- up to 150 sheet capacity
- Remote User Interface- Centralized management of user account tracking
- Copier Printer Control Software
- Suspend Job Timeout
- Job queuing
- Bypass Tray
- Paper Cassette-Auto Size Detecting
- Collate, Staple, Duplex, Three hole punch
- Multiple size paper drawers
- Reduction/enlargement
- USB key support
- Ability to copy on non standard 8x11" materials (such as cardstock and envelopes)
- Multiple trays

Desired copier features include

- High speed
- Booklet maker/finisher
- Ability of machine to directly dispatch for support independent of a person making a call to customer service
- Extra paper tray component that can be installed on any machine

4.5 Delivery

All equipment shall be delivered, installed and operating by July 1, 2020 or within thirty (30) days notice given by KIPP MA.

All deliveries, unless specified otherwise in writing, shall be made to the campus or department specified, between the hours of 8:00AM- 4:00PM, Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school or district building in the room(s) designated, at no additional charge. The title and risk of loss of the goods shall not pass to KIPP MA until the school or district office receives, accepts, and takes possession of the goods at the point(s) of delivery. The place of delivery shall be set in any subsequent authorized work orders.

4.6 Moving Machines

KIPP MA will have permission to move machines around within a building with the assistance of the Vendor at no additional cost. The Vendor chosen will provide KIPP MA with two (2) free moves- one building to another building per contract year.

4.7 Supplies/Maintenance

All supplies for copiers (except paper and staples) including shipping costs are to be provided by the awarded vendor and included in the quoted price given. The successful vendor shall maintain an inventory of supplies at all times to provide acceptable levels of service. The awarded vendor must also honor a two (2) to four (4) hour response time by a qualified service technician on all service calls placed by KIPP MA. KIPP MA schools will monitor the response time. Any constant neglect or deviation from the listed response time will be cause for termination of the contract at no cost to KIPP MA. The vendor must be able to service all copiers and/or printers.

A designated employee at each location and/or office will be responsible for administering calls for service and supplies. If service calls on any equipment exceed the reasonable expectations of the site manager, the vendor will replace the piece of equipment with like equipment within four (4) business days.

All maintenance shall be provided as part of the lease or rental contract price quote herein for the term of lease or rental at no additional cost to KIPP MA. Maintenance is to consist of all labor, parts, travel, and

manufacturer recommended preventive maintenance schedule. A letter from the manufacturer of proposed equipment detailing their recommended maintenance schedule should accompany this proposal and company should adhere to recommended maintenance schedule. All preventative maintenance calls should be scheduled & coordinated with KIPP MA as to not disturb during testing or other crucial times.

4.8 Supply Expectations

In the event that the Vendor is responsible for inventory management of all consumable supplies include end-user replacement components for all output devices defined with this RFP.

- Vendor will supply toner and supplies needed to perform the operations of the machine
- Toner may not be off-brand and must be OEM. No substitutes will be accepted.
- There must be an unlimited supply of toner.
- Consumable supplies must meet original equipment manufacturer's specifications.
- Consumable supplies must not exceed a 1% failure rate.
- The Vendor shall include in their response a supply management plan that includes all devices listed in the response.

4.9 Supply Costs

Prices quoted herein are to include all shipping and delivery charges. There will be no added charges for shipping or delivery added at any time during the contract.

4.10 Availability of Parts, Service, & Supplies

Repair parts, accessories, service, and all supplies must be guaranteed available for proposed equipment for a minimum of three (3) calendar years after installation of term of please plus any granted extension- whichever is greater.

4.11 Training Requirements

Training for key operators and other departmental personnel must be completed within two (2) days after installation. Scheduling of training will be coordinated through a designated school or office employee. On-going training is to be provided as needed during the life of the contract at no additional cost to KIPP MA.

4.12 Ownership of Equipment

The awarded vendor shall maintain complete ownership of the equipment for the duration of the contract. Vendor is responsible for any and all taxes (except sales tax) related to the equipment supplied to KIPP MA. Upon the completion of early termination of the contract, the vendor shall have no more than one (1) business week to remove all equipment. After notification, if the equipment is not removed within a reasonable time, KIPP MA will not be responsible for any damages that may occur. KIPP MA shall exercise reasonable and appropriate insurance guarding against fire, theft, vandalism, and other acts that a reasonable

owner would normally maintain. KIPP MA will provide documentation of such insurance upon request by the vendor.

4.13 Service

It is the responsibility of the person signing this proposal to guarantee service for the location(s) indicated herein over the entire term of the lease for any equipment installed as a result of this proposal. Service response in the two (2) to four (4) business hour range is acceptable. Response time exceeding 2-4 business hours is unacceptable. Technicians must make site visit within twenty-four (24) hours of initial telephone call. Consistent failure to provide service as required will be grounds for finding Vendor in default of contract, removal of equipment, and will be grounds for removal of Vendor from consideration for future awards.

Technician must be present during all installation and upgrades. Whenever a service technician visits a school, they will leave their name and status of copier(s) and/or printers with the school's designated staff person before leaving school premises. If a copier and/or a printer is not repaired, the estimated date and time of repair must be left with school personnel.

4.14 Back-Up Equipment

In the event that the machine(s) are inoperable for more than two (2) days or has continuous service problems, the vendor at the request of KIPP MA, must provide a loaner unit until the inoperable machine is again operational. If any machine is down more than three (3) times within a thirty (30) day period for the same problem, the machine will be replaced with a new machine with the same specifications as the one being replaced. Loaner or replacement machine must be in school and operational within twenty-four (24) hours after request.

4.15 MSDS

In addition to meeting federal and state laws and requirements concerning hazardous chemicals, vendor(s) shall forward proper and current Safety Data Sheets (SDS) with initial invoice. Furthermore, vendor shall furnish that KIPP MA and/or its agencies additional MSDS as requested. By signature and on submission of this proposal, bidder agrees to these conditions.

SECTION 5: TERMS AND CONDITIONS

5.1 Incurred Costs

KIPP MA is not liable for any costs incurred by the Vendor in the preparation and production of a bid/proposal or for any work performed prior to the issuance of a contract.

5.2 Selection of Contractor

KIPP MA will enter into a written contract with the most responsive bidder as determined by the evaluation criteria mentioned in this RFP. KIPP MA reserves the right to reject any or all proposals, in whole or in part, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of KIPP MA. KIPP MA also reserves the right to award contracts for individual items as may appear advantageous and to waive all formalities of bidding.

5.3 Rejection of Proposals; Right to Waive Immaterial Deviation

KIPP MA reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of KIPP MA. It is also within the right of KIPP MA to reject proposals that do not contain all elements and information requested in this RFP. A proposal will be rejected if the proposal contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by KIPP MA on a case-by-case basis.

5.4 Contractual Relationship

Nothing herein shall be construed as creating the relationship of employer or employee between KIPP MA and the Vendor or between KIPP MA and the Vendor's employees. KIPP MA shall not be subject to any obligations or liabilities of the Vendors or its employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for KIPP MA employees, nor be covered by KIPP Academy MA's Workers' Compensation Program.

5.5 Modifications

Any contract between the Vendor and KIPP MA may only be modified by a written agreement signed by both parties or their duly authorized agents.

5.6 Cancellation

If either party fails to meet or fulfill the terms and provisions of the agreement, the party claiming such failure may, at its option, give written notice of the breach claimed to the other party. If within fifteen (15) days from receipt of such notice, such failure has not been corrected or arrangements made for settle, the claiming party may terminate this agreement fifteen (15) days after giving written notice of termination to the reaching

party. The right is reserved to cancel the contract at the option of KIPP MA due to lack of funding or if the unit performance/vendor service has been unsatisfactory. Unsatisfactory performance/service will be substantiated by written records of recurring problems/service calls. Any cancellation as described herein will be considered a breach of contract and will not be subject to penalty payments other than removal charges as stated herein.

5.7 Insurance

The Vendor will carry and maintain Workers' Compensation, General Liability, and Fidelity Bonding insurance. Proof of such will be furnished to KIPP MA as requested.

5.8 Student Information

Vendor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by KIPP MA, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936. KIPP MA may determine that the Vendor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of KIPP MA's students, and the Vendor is an agent of KIPP MA solely for the purpose of providing services to KIPP MA. The Vendor and its personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between KIPP MA and the Vendor. Upon the termination of any agreement between KIPP MA and the Vendor, the Vendor will return to KIPP MA all student records, documentation, and other items that were used, created, or controlled by the Vendor.

5.9 Intellectual Property

Vendor acknowledges that, in connection with this project, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to KIPP MA. For purposes of this project, "Confidential Information" shall include but not be limited to:

1. Information relating to KIPP MA's financial, regulatory, personnel, or operational matters.
2. Information relating to KIPP MA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
3. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs.
4. Contracts, product plans, sales and marketing plans, and business plans.
5. All information not generally known outside of KIPP MA's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from KIPP MA or its agents.
6. The term "Confidential Information" does not include the following:
 - a. Information available to the public through no wrongful act of the receiving party.

- b. Information that has been published.
- c. Information required in response to subpoena, court order, court ruling, or by law.

Vendor agrees that it will not, at any time during or after termination of any contract between the Vendor and KIPP MA, use or disclose any confidential information or trade secrets of KIPP MA to any person or entity for any purpose whatsoever without the prior written consent of KIPP MA, unless and except as otherwise required by applicable federal or state law, including but not limited to the Massachusetts Public Record Law.

Vendor agrees to release to KIPP MA all records and supporting documentation related to the services provided under any contract between the Vendor and KIPP MA upon completion of the services and/or termination of the contract.

5.10 Advertising

The Vendor shall not advertise or publish, without the prior consent of KIPP MA, the fact that KIPP MA has entered into a contract with the Vendor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

5.11 Proprietary Information / Public Disclosure

Submitted materials become the property of KIPP MA and will not be returned. Submitted responses constitute public records which are subject to review and copying by a person making an appropriate request for public record. All received responses shall remain confidential until the award of contract recommendation has been filed.

Any information in the response the the Vendor desires to claim as proprietary and exempt from disclosure under provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Making the entire response exempt from disclosure will not be honored. KIPP MA does not guarantee that any information or document marked Confidential will be protected from disclosure. KIPP MA, as a public agency, must comply with all related laws regarding public records. Therefore, any information provided to KIPP MA may be subject to public disclosure despite claims of confidentiality or requests made for non-disclosure.

5.12 Security/Confidential Information

The Vendor is required to screen all employees for on-site operations for prior criminal records of violence, acts against women or children, perversion or similar acts that could put members of KIPP MA community at risk. KIPP MA reserves the right to screen all contractor employees appointed to on-site operations, including independent background checks. KIPP MA reserves the right to bar access to the campus to individuals deemed to be a threat to the campus community. The campus is a drug-free, alcohol-free, and smoke-free workplace, and KIPP MA reserves the right to request the removal of any Vendor employee from campus, at will. The Vendor must agree to comply with the request. Vendor shall be responsible for all keys issued to

them and his/her employees. No unauthorized person or persons shall accompany Vendor's personnel conducting work under this contract.

5.13 Price Warranty

The price to be paid by KIPP MA shall be that contained in the Vendor's bid which the Vendor warrants to be no higher than the Vendor's current prices on orders by others for services and/or products of the kind and specification covered by this project for similar quantities under similar or like conditions and methods of purchase. In the event the Vendor breaches this warranty, the prices shall be reduced to the Vendor's current prices on orders by others, or in the alternative, KIPP MA may cancel the contract between the Vendor and KIPP MA without liability to KIPP MA for breach at the Vendor's actual expense. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee except bona fide employees of bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, KIPP MA shall have the right in addition to any other right or rights to cancel the contract between the Vendor and KIPP MA without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5.14 Safety Warranty

When applicable, Vendor warrants that the products leased to KIPP MA shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, KIPP MA may return the product for correction or replacement at the Vendor's expense. In the event the Vendor fails to make the appropriate correction within a reasonable time, corrections made by KIPP MA will be at the Vendor's expense. Additionally, no asbestos in any form may be used in the manufacturing or processing of any product purchased by KIPP MA. If any product called for by name in this specification should contain any asbestos material, the Vendor must notify KIPP MA immediately for the name of a suitable substitute asbestos-free product.

5.15 Suspension & Debarment

Neither the Contractor nor any of its officers, directors, owners, members, employees, or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689--- Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory and regulatory authority other than E.O. 12549.

5.16 No Waiver of Immunity

Notwithstanding anything to the contrary in this request, the Vendor acknowledges, stipulates, and agrees that nothing in this request shall be construed as a waiver of any defense available to KIPP MA, including but not limited to any statutory or governmental immunity available to KIPP MA under applicable law.

5.17 Equal Opportunity

KIPP MA is an equal opportunity employer. It is the policy of KIPP MA to offer equal educational and employment opportunities to all persons without discrimination on the basis of race, color, religion, sex, age, sexual orientation, national origin, disability or veteran status.

5.18 Sexual Harassment

KIPP MA is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and work climate. Failure of the vendor, its employees, and/or subcontractors to comply with KIPP MA's policy regarding sexual harassment could result in termination of this contract without advance notice.

5.19 Smoking Policy

The Vendor must comply with KIPP MA's non-smoking policy. Smoking is not permitted on campus. The Vendor shall be responsible for the implementation and enforcement of this requirement with respect to its employees and subcontractors.

5.20 Work Permission Requirement

The Vendor agrees and acknowledges that its employees and agents, employees, as well as any subcontractor or subcontractors' personnel, working on the contract must be a citizen of the United States, or must be lawfully admitted for residence and be permitted to work in the United States under the immigration and naturalization Act 8 U.S.C. 101, et seq.

5.21 Revisions to the RFP

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided on KIPP MA's website at: <http://kippma.org/news/>. If a proposer discovers any errors, discrepancies or omissions in the RFP specifications, the proposer must notify the District in writing on or before February 24, 2020 which will be addressed through a written addenda. All interested vendors are responsible for periodically reviewing KIPP MA's website to locate any addenda to the RFP. Any addenda issued by KIPP MA will be fully incorporated into the RFP and therefore must be reflected and incorporated into all responses.

5.22 Undue Influence

In order to ensure the integrity of the selection process, Vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendations related to the Vendor's response, directly or indirectly, through any contact with KIPP MA board members or other KIPP MA officials from the date this solicitation is released until the award of a contract by KIPP MA.

5.23 Indemnification

The Vendor shall indemnify, defend and hold harmless KIPP MA, its officers, agents and employees from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of the Vendor, its officers, agents or employees, in the performance of contract, so long as the sole negligence of KIPP MA is not the cause of the loss, claim, damage expense or cost.

5.24 Gratuities

KIPP MA may, by written notice to the Vendor, cancel any agreement between the Vendor and KIPP MA without liability to KIPP MA if it is determined by KIPP MA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of KIPP MA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event a contract is cancelled by KIPP MA pursuant to this provision, KIPP MA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

APPENDICES

APPENDIX A: COVER SHEET

Note to Proposers

Carefully read all instructions, schedule, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and attachments and return as instructed in this document to:

Emily Hepler
ehепler@kippma.org
Regional Director of Operations
90 High Rock St, Lynn MA 01902

An authorized company representative must complete and sign below; failure to do so could disqualify the proposal.

Company Name:

Company Address:

Employer Identification Number:

Telephone Number: _____ Fax Number: _____

Representative Name: _____ Signature: _____

APPENDIX B: DEBARMENT OR SUSPENSION CERTIFICATE

KIPP Massachusetts is prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting this certificate, Vendor certifies that no suspension or debarment is in place, which would otherwise preclude Vendor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Vendor Official Name

Vendor Name

Signature of Vendor Official

Date

APPENDIX C: BID SUBMISSION SHEET

This form must be returned, properly executed, along with three customer referrals and any additional materials. Please use this form as the cover sheet for your bid proposal.

Company: _____

Address: _____

Telephone: _____

Email: _____

I, _____, a duly authorized representative of the bidding firm, agree to provide all goods and services included in this bid submittal in accordance with all applicable federal, state and local laws, regulations and ordinances, and further, to hold KIPP MA harmless should any judgement be rendered against our firm for violation(s) during the performance of this project. The undersigned does, by his/her signature, indicate he/she has read, understands, and will comply with all requirements and conditions of the specifications.

Name (Please Print): _____

Title: _____

Signature: _____

Date: _____

ATTACHMENTS

ATTACHMENT 1: CURRENT KIPP MA MACHINES & USAGE

Address	Location	Model	Manufacturer Serial Number	Average Monthly Volume (B/W)	Average Monthly Volume (Color)	Recommended Avg. Mo. Vol.	Maximum Monthly Volume
WHEELER	4th Floor	MP4054SP	G175R73013 9	3007.333333	0	10000	50000
WHEELER	Babson - First Floor	MPC6003	E195M41013 9	30725.6	17937.8	15000	50000
WHEELER	1st Floor	MPC6004EX	C757M62003 7	24504.8	13509.2	15000	50000
WHEELER	2nd Floor	MPC6004EX	C757M62057 9	10,182	6,893	15,000	50,000
BABSON	1st Floor	NO DATA- COLOR MACHINE					
BABSON	RO Annex	MP2554SP	G145R60077 3	743.4	0	4000	15000
BABSON	Front Desk	MP6002SP	W865L60021 8	43260.4	0	25000	150000
BABSON	4th Floor	MP6002SP	W865L70086 9	50549.8	0	25000	150000
BABSON	3rd Floor Teachers Lounge	PRO8110S	E815C260025	97569	0	150000	800000
BABSON	3rd Floor	PRO8210S	C448CB00002	104609.6	0	150000	800000
HIGH ROCK	Basement by Tech	MP6002SP	W865L60027 8	102780.6	0	25000	150000
HIGH ROCK	Second Floor by 203	MP7502	W875L60000 3	50480.8	0	40000	150000
HIGH ROCK	Exit Door (near 148)	MP7502	W875L60016 6	47287.4	0	40000	150000
HIGH ROCK	By 229 (Color)	MPC6003	E195M31016 0	53491.2	29188.8	15000	50000
HIGH ROCK	RO Annex (Color)	MPC6003	E195M31016 0	10181.8	6892.8	15000	50000
HIGH ROCK	Pro - 2nd Floor	PRO8110S	E815C260059	193738.8	0	150000	800000
HIGH ROCK	1st Floor - Pro	PRO8110S	E815C260084	174087	0	150000	800000

Request for Proposal – Copiers / Multifunction Copiers

	(Gym)						
HIGH ROCK	Wheeler (3rd Floor)	PRO8210S	C448CB00032	153588.2	0	150000	800000