



**TOWN OF WAREHAM
WAREHAM PUBLIC SCHOOLS**

**REQUEST FOR PROPOSALS FOR
SCHOOL MULTIFUNCTIONAL COPIERS AND SUPPLIES**

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REQUIRED FORMS AND DRAFT CONTRACT

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1. Key Information

| | |
|--|---|
| RFP Name: | SCHOOL MULTIFUNCTIONAL DEVICES AND SUPPLIES |
| Lead Official: | Michael MacMillan, School Business Manager |
| Address: | Multi Service Center, 3rd Floor, 48 Marion Road, Wareham, MA 02571 |
| Email: | mmacmillan@wareham.k12.ma.us |
| Tel.No.: | 508-291-3500 ext 3510 |
| Awarding Authority | Town of Wareham |
| Contract Length | 3 years |
| MGL Reference | Proposals shall be considered, and the contract awarded in accordance with the Massachusetts General Law, Chapter 30B. |
| RFP Available from Date: | January 4, 2018 10am |
| Pre Proposal Conference | January 16, 2pm, Multi Service Center, 2nd Floor, 48 Marion Road, Wareham (not mandatory) |
| Deadline for Written Questions | January 26, 3pm |
| Responses to questions received: | Responses to questions submitted in writing will be posted to the Town website will be emailed to all persons on record as having received the RFP. |
| Proposal Due Date: | February 2, 3pm, Multi Service Center, 3rd Floor, 48 Marion Road, Wareham |
| Addenda: | If any addenda are required, they will be emailed to all persons on record as having received the RFP and will also be posted to the Town website. |
| Number of Required Copies: | 1 original copy of price proposal / 1 original copy of non-price proposal / 1 electronic copy (USB Drive) of non-price proposal. |
| Required Forms | <p>Non Price Proposal Form (attached); Reference Form (attached); Non-collusion form (attached); Tax compliance certificate (attached); Certificate of Vote, if applicable (attached); Price Proposal Form (attached).</p> <p>These forms are available in word format – email your request to mmacmillan@wareham.k12.ma.us.</p> |
| Contract Award | The Contract will be awarded within 60 days after the proposal opening. |
| Delivery Date for first machine replacements | March 23, 2018 |

2. Decision to Use RFP Process

2.1.1 The RFP process for this procurement will be most advantageous for the Town of Wareham.

This will allow the district to provide higher ratings to companies which offer the best client

experience and provide devices which are the best fit with the needs of the district and have the best evidence of high durability, speed and finish.

3. General Information and Proposal Submission Requirements

3.1 Proposal Delivery

3.1.1 All proposals must be delivered to Wareham Public Schools, 48 Marion Road, Wareham, MA 02571 by the date and time noted in Section 1. The proposal should include:

- Hard Copy of Non Price Proposal
- Electronic Copy of Non Price Proposal (USB drive)
- Hard Copy of Price Proposal

3.2 Proposal Requirements

3.2.1 Proposals must consist of a non-price (technical) proposal and a price proposal, which must be submitted separately from one another. Both must be marked as follows: "School Multifunctional Devices and Supplies", in addition:

- The non-price proposal must be submitted in a sealed envelope marked "Non-Price Proposal".
- The Non-Price proposal should include all required forms, except the Price Proposal.
- Inclusion of any price information in the non-price proposal, or any copy thereof, shall be the cause for rejection of the entire proposal, without exception.
- Price proposals must be submitted in a separate sealed envelope marked 'Price Proposal'.
- Price proposals should include both a flat rate per machine and a cost per copy price.
- Proposals are to be submitted on the forms provided herein. Proposals submitted on other forms, or which are incomplete, or which are not signed, may be rejected.

3.3 Proposal Signature

3.3.1 Both the price proposal and the non-price proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

3.4 Time for Proposal Acceptance

- 3.4.1 The contract will be awarded within 60 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between Wareham Public Schools and the preferred proposer.
- 3.4.2 The expectation is that the contract will be awarded within 5 working days to allow delivery of devices by March 23rd, 2018.

3.5 Changes and Addenda

- 3.5.1 If any changes are made to this RFP, an addendum will be issued. Addenda will be e-mailed to all persons on record as having received the RFP. Addenda will also be made available on the Town of Wareham website.

3.6 Questions about the RFP

- 3.6.1 Questions concerning this Request for Proposals must be submitted in writing, by email to: Michael MacMillan, mmacmillan@wareham.k12.ma.us by the date noted in Section 1 above. Questions must be emailed. Written responses will be e-mailed to all persons on record as having received an RFP and posted to the Town of Wareham website.

3.7 Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

- 3.7.1 A proposer may correct, modify, or withdraw a proposal by written notice received by the Town of Wareham prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original RFP.
- 3.7.2 After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Wareham or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

3.8 Pre-Proposal Conference

- 3.8.1 A pre-proposal conference will be held at the time and place indicated in Section 1. Attendance at the pre-proposal conference is not mandatory, however, please notify Michael MacMillan (details above) if you plan to attend the Pre-Proposal conference.

3.9 Right to Cancel/Reject Proposals

- 3.9.1 The Town of Wareham may cancel this RFP, or reject in whole or in part any and all proposals, if the Town of Wareham determines that cancellation or rejection serves the best interests of the Town of Wareham.

3.10 Proposal Prices to Remain Firm

- 3.10.1 All proposal prices submitted in response to this RFP must remain firm for 60 days following the proposal opening.

3.11 Unforeseen Office Closure

- 3.11.1 If, at the time of the scheduled proposal opening, 48 Marion Road, Wareham, MA 02571 is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal opening will be postponed until 3:00 p.m. on the next normal business day. Proposals will be accepted until that date and time.

4. Purchase Description and Scope of Services

4.1 Overview

- 4.1.1 The Wareham Public Schools (WPS) is soliciting written proposals for a three year contract for the provision of black and white multi-functional digital copy machines and one color multi-functional digital copy machines. This will be either a Cost-Per-Copy contract or fixed flat rate per machine contract. The final cost (whether flat rate or cost per copy) should be all-inclusive pricing whereby the successful applicant supplies all the copier, training, maintenance, repairs, parts and ALL consumables (except paper). The successful proposer shall install the new machines throughout the district.

4.2 Background

- 4.2.1 The copier fleet for the Wareham Public Schools is composed of copier machines from several leases and some which are owned. The leases are with two different companies. There is also service only contracts on some of the owned machines.

4.3 Objectives

- 4.3.1 **Through this procurement, Wareham Public Schools has a number of specific goals:**

- **Reduce overall cost of copier leases and supplies.**
- **Significantly reduce the number of devices in operation at each school.**
- **Reduce waste.**
- **Put in place a single contract for all the copier machine leases, service and supplies in the district.**
- **Increase the level of control the district has over printing for example in setting limits on the number of copies by user /directing jobs to the correct machine etc.**
- **Improve the user experience, including making it easier to print from different devices.**
- **Increase use of scanning facilities.**

4.3.2 For information purposes only, a list of the current devices is provided in section 5.

4.3.3 The District wishes to reduce the number and variety of machines in use. Therefore, it will not be a like for like replacement and there are fewer machines included in this procurement than currently in operation.

4.3.4 Service is a key component of this contract and the successful applicant shall need to provide excellent service with minimum impact or disruption to the schools.

4.3.5 This is an RFP for all-inclusive pricing on a three-year contract on either a flat monthly rate per machine or a cost per copy price.

4.4 General Description

4.4.1 Wareham Public Schools desires an inclusive three-year contract, initially for 19 new black and white multi-function digital copy machines and one color multi-function digital copy machine, with one additional machine to be added on 8/19/2019 (see paragraph 4.5.8). All pricing should include:

- Lease of new equipment.
- Installation.
- Training.
- Maintenance, for duration of lease.
- All consumable supplies except paper and transparencies.
- Removal of equipment at end of term.

4.5 Equipment

4.5.1 All equipment must be new and copiers offered must meet or exceed the specified capabilities and produce clear, clean copies of typical Wareham Public Schools documents on a routine basis. The equipment must also be 'user friendly' with an uncomplicated keyboard and the ability to have minor paper jams cleared by every day users.

4.5.2 All the machines should have the following minimum specifications:

- Network capable
- Paper size: Scan and copy up to 11" x 17"
- Automatic Duplexing
- By-pass tray
- Paper capacity: minimum of 3 sources and 2,000 sheets
- Automatic Document Feeder (capable of scanning both sides)
- Finishing – Collate, Group and Staple
- Black and white, and color scanning
- Scanning Software: Re-Rite or Comparable software
- Scanning Output: JPEG, TIFF, PDF, Searchable PDF
- Scanning destinations: Email / Shared network folders
- Fax Support: Fax from desktop
- Print monitoring and control i.e. ability to track the number of copies per machine / user / department and to set limits by user.
- Secure Printing – Machines can be configured so that ALL jobs will only be released on entering employee code
- 'Follow me' printing – staff can print to a shared print queue and release the job from any device by entering their code or card swipe.
- Security features – Encrypted scan to email, password protected PDF, Image Overwrite, FIPS 140-2 – 256 bit hard disk encryption.
- 'Cloud' printing enabled.

4.5.3 The 60 page per minute (or larger) machines should have the following minimum specifications in addition to those listed above:

- 50-sheet by-pass
- Finishing – Collate, Group and Staple, 3-hole punch
- Document Feeder Minimum capacity – 150 sheets

- Paper capacity: minimum of 4 sources and 3,000 sheets

4.5.4 The district does not have a preferred method for entering staff codes, for example, by swiping a card or entering a number through a number pad. However, the system must allow the district to manage the assignment of codes and allow each member of staff to receive a unique code.

4.5.5 The District reserves the right to require any applicant submitting a proposal to demonstrate the models offered. This demonstration will take place at a mutually agreed upon place. The purpose of this demonstration will be to determine if the equipment offered meet these needs of the District and to examine copier features, copy quality, ease of use and ability to copy typical Wareham PS documents.

4.5.6 The District will be seeking the following number of machines:

| School / Department | Address | Number of Devices | Minimum Pages Per Minute | Black and white or color |
|--------------------------------|---|-------------------|--------------------------|--------------------------|
| Wareham High School | 7 Viking Drive Wareham, MA 02571 | 4 | 60 | B&W |
| Wareham Middle School | 4 Viking Drive Wareham, MA 02571 | 4 | 60 | B&W |
| John W Decas Elementary School | 760 Main Street Wareham, MA 02571 | 3 | 60 | B&W |
| Minot Elementary School | 63 Minot Ave, Wareham, MA 02571 | 3 | 60 | B&W |
| Central Office | 48 Marion Rd, Wareham, MA 02571 | 1 | 80 | Color |
| Special Education | 48 Marion Rd, Wareham, MA 02571 | 1 | 35 | B&W |
| Beyond School Time | 48 Marion Rd, Wareham, MA 02571 | 1 | 35 | B&W |
| Cooperative School | 4 Viking Drive Wareham, MA 02571 | 1 | 60 | B&W |
| Transportation Department | 95 Charge Pond Rd, Wareham, MA 02571 | 1 | 35 | B&W |
| Business Office | 48 Marion Rd, Wareham, MA 02571 | 1 | 25 | B&W |

4.5.7 The district reserves the right to reduce or add to the number of machines listed above or change the minimum pages per minute of the machines requested (from the devices listed in the proposal forms). There should be no additional cost to the district for changing the requested number or model of devices prior to installation and no fee for increasing the number of machines during the contract.

4.5.8 John W Decas elementary school will have one other machine in place from a previous lease that will expire 8/18/2019. Therefore, a fourth machine will be required for that school from 8/19/2019 until the end of this contract, i.e. 03/22/2021 – a separate price is requested for that replacement.

4.5.9 The district may wish to add a small number of machines to the fleet after the start of the contract. Therefore, a price is requested for leases of shorter durations as well as 3 years. It is expected that these prices will remain firm for the duration of the contract.

4.6 Technical Service / Maintenance

4.6.1 The successful vendor will provide prompt maintenance (within 4 working hours) during school hours (Monday – Friday, 8AM to 4PM) at the locations indicated above (paragraph 4.5.6) and provide initial and continuous operator training. The cost of these services shall be included in the unit price. In addition:

- The successful vendor shall provide equipment certified service technicians as may be required.
- The maximum service response time for on-site maintenance shall not exceed four working hours from the time that the department placed the call to the repair center.
- Guaranteed ‘uptime’ of 95% per machine. This does not include any regularly scheduled routine maintenance, operator training or toner / supply replacement. Uptime is to be calculated for any 90 day period, Monday to Friday, 8AM – 4PM. Downtime will be calculated from the time of call to the resolution of the issue (Monday to Friday, 8AM – 4PM). Machines which fail to maintain 95% uptime will be removed at no cost to the District and replaced by the successful vendor with an identical model or one with comparable features and capabilities that meets or exceeds the current level of equipment.
- The successful vendor shall be responsible for contacting the designated key operators for copier readings each month, upon which a verbal or written (email/fax) reading will be relayed to the vendor (unless the vendor is able to retrieve these readings through its software).
- Maintenance and service shall consist of all operating parts and supplies including toner (with the only exception of this being paper).

4.7 Return of Equipment

- 4.7.1 Upon expiration or termination of the contract, Wareham Public Schools shall return possession of the equipment to successful applicant in the condition in which the equipment is required to be maintained according to the contract, normal wear and tear excepted. At its sole expense, the successful vendor shall cause the equipment to be removed and transported from the copier's location at the end of the contract.

4.8 Contract Term Length

- 4.8.1 The successful proposer will be required to enter into a written contract for a period of three (3) years.

5. Current Device List

- 5.1.1 Here is a list of the devices currently in operation at Wareham Public Schools:

| Status | Start Date | Equipment Model | School / Department |
|--------|---------------|---------------------------|---------------------|
| Leased | 1/1/2013 | RICOH Aficio MP 4002SP | Beyond School Time |
| Leased | 7/6/2014 | BizHub 654e | Business Office |
| Leased | 3/20/2014 | BizHub C454e | Central Office |
| Leased | 7/6/2014 | BizHub 224e | Cooperative |
| Owned | Not Available | RICOH AFICIO MP 1710 | Cooperative |
| Owned | Not Available | RICOH Aficio MP 171SPF | Cooperative |
| Owned | Not Available | RICOH Aficio MP 6001 | Cooperative |
| Owned | Not Available | RICOH AFICIO MP4000B | Cooperative |
| Leased | 7/6/2014 | BizHub 224e | Decas |
| Leased | 7/6/2014 | BizHub 654e | Decas |
| Leased | 7/6/2014 | BizHub 654e | Decas |
| Leased | 8/19/2016 | BizHub 654e | Decas |
| Leased | 3/20/2014 | BizHub 754e | Decas |
| Owned | Not Available | KONICA MINOLTA bizhub 750 | Decas |
| Leased | 1/1/2013 | RICOH AFICIO MP4002SP | Decas |
| Owned | Not Available | RISO EZ220 | Decas |
| Leased | 7/6/2014 | BizHub 224e | High School |
| Leased | 7/6/2014 | BizHub 224e | High School |
| Leased | 7/6/2014 | BizHub 224e | High School |
| Leased | 7/6/2014 | BizHub 224e | High School |
| Leased | 7/6/2014 | BizHub 654e | High School |

| Status | Start Date | Equipment Model | School / Department |
|--------|---------------|--------------------------------|---------------------|
| Leased | 3/27/2015 | BizHub 654e | High School |
| Leased | 3/27/2015 | BizHub 654e | High School |
| Leased | 3/27/2015 | BizHub 654e | High School |
| Leased | 3/27/2015 | BizHub 654e | High School |
| Owned | Not Available | TOSHIBA E STUDIO 3055E DP 3000 | High School |
| Leased | 3/20/2014 | BizHub 364e | Middle School |
| Leased | 7/6/2014 | BizHub 654e | Middle School |
| Owned | Not Available | RICOH Aficio MP 6001 | Middle School |
| Leased | 1/1/2013 | RICOH AFICIO MP6002 | Middle School |
| Leased | 1/1/2013 | RICOH AFICIO MP6002 | Middle School |
| Leased | 1/1/2013 | RICOH AFICIO MP6002 | Middle School |
| Leased | 7/6/2014 | BizHub 224e | Minot Forest |
| Leased | 7/6/2014 | BizHub 654e | Minot Forest |
| Leased | 3/20/2014 | BizHub 754e | Minot Forest |
| Owned | Not Available | KONICA MINOLTA bizhub 601 | Minot Forest |
| Leased | 1/1/2013 | RICOH Aficio MP 6002 | Minot Forest |
| Leased | 7/6/2014 | BizHub 364e | Special Education |
| Leased | 1/1/2013 | RICOH AFICIO MP 2852 | Transportation |

6. Decision

6.1 Evaluation Criteria

6.1.1 The non-price proposals will be evaluated based on the following criteria:

Evaluation Criteria 1: Equipment Specifications

Highly Advantageous: The equipment proposed meets or exceeds all of the specifications requested.

Advantageous: The equipment proposed meets at least 80% of the specifications requested.

Not Advantageous: The equipment proposed meets over 50% but less than 80% of the specifications requested.

Unacceptable: The equipment proposed meets only 50% or less of the specifications requested.

Evaluation Criteria 2: Ease of Use / Software

Highly Advantageous: The device interface (keypad etc) and software interface are set up logically and easy to use. Users with minimal training and experience can quickly learn to

print to the shared printer queue / release jobs and operate the devices for copying. The district system administrators can easily add or remove users. Print and copy counts are easily accessible.

Advantageous: The device interface (keypad etc) and software interface are set up somewhat logically and generally easy to use. Users with minimal training and experience are likely to require more than 1 hour of training to learn to print to the shared printer queue / release jobs and operate the devices for copying. The district system administrators require more than four hours training to operate the system, to add or remove users and access print and copy counts.

Not Advantageous: The system is not easy to use requiring more than 2 hours training for normal users and more than 8 hours training for system administrators, and / or key components are not available (or only available by contacting the vendor).

Evaluation Criteria 3: References

Details of references are requested in the attached forms. References will be contacted and asked to rate their experience of working with your firm with particular reference to maintenance responsiveness and equipment dependability.

Highly Advantageous: The vendor receives excellent references from three public school districts of with a student enrollment similar to or larger than Wareham Public Schools.

Advantageous: The vendor receives excellent references from three organizations with a copier fleet size similar or larger than Wareham Public Schools.

Not Advantageous: The vendor does not receive three excellent references.

6.2 Rule for award

- 6.2.1 The District will select the most responsive and responsible vendor submitting the most advantageous proposal, taking into consideration the vendor's experience and the specifications of the proposed models, as well as the proposal price.

REQUIRED FORMS AND DRAFT CONTRACT

1. Non Price Proposal Form

Please provide below information on the models included in this proposal. Although at this time the district is not planning to install any 80ppm black and white machines, this information is requested in the event that such a machine is required.

| Minimum Pages Per Minute | 25 (B&W) |
|--------------------------|----------|
| Make | |
| Model | |
| Additional Information | |

| Minimum Pages Per Minute | 35 (B&W) |
|--------------------------|----------|
| Make | |
| Model | |
| Additional Information | |

| Minimum Pages Per Minute | 60 (B&W) |
|--------------------------|----------|
| Make | |
| Model | |
| Additional Information | |

| Minimum Pages Per Minute | 80 (Color) |
|--------------------------|------------|
| Make | |
| Model | |
| Additional Information | |

| Minimum Pages Per Minute | 80 (B&W) |
|--------------------------|----------|
| Make | |
| Model | |
| Additional Information | |

1.1.1 Please describe here or in a separate document any deviation from the requirements set forth in the RFP.

- 1.1.2 Please provide here or in separate documentation any other information that you believe would be useful to this decision, including additional features being offered beyond the requirements set forth in the RFP (include any produce literature which may help describe the product in detail).

| |
|--|
| |
|--|

AUTHORIZED INDIVIDUAL

| | | | |
|-----------|--|-------|--|
| SIGNATURE | | | |
| NAME | | TITLE | |
| TELEPHONE | | FAX | |
| EMAIL | | | |
| DATE | | | |

2. References

2.1.1 Please provide below details of three references that will serve to illustrate the ability of your firm to provide the services detailed in this proposal:

| Customer Organization Name | Contact Person | Contact Telephone Number |
|----------------------------|----------------|--------------------------|
| | | |
| | | |
| | | |

2.1.2 These customers will be contacted and asked to rate their experience of working with your firm with particular reference to maintenance responsiveness and equipment dependability.

3. Certificate Of Non-Collusion

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM

| | |
|---------|--|
| FIRM | |
| ADDRESS | |
| | |

AUTHORIZED INDIVIDUAL

| | | | |
|-----------|--|-------|--|
| SIGNATURE | | | |
| NAME | | TITLE | |
| TELEPHONE | | FAX | |
| EMAIL | | | |
| DATE | | | |

4. State Taxes Certification

I certify under the penalties of perjury that, I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

*Signature of individual or Corporate
Name (Mandatory)

By: _____

Corporate Officer (Mandatory, if
applicable)

**Social Security Number (Voluntary)
Or Federal Identification Number

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L..62C s. 49.A.

5. Certificate Of Vote

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the
_____ held on _____, it was

(Name of Corporation)

(Date)

voted that _____ of this company, be and hereby is

(Name)

authorized to execute contracts and _____ bonds in the name and on

(Name)

behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named

corporation and that _____ is the duly elected officer as

(Name)

Above of said _____, and that the above vote

(Name of Corporation)

has not been amended or rescinded and remains in full force and effect as the date of this contract.

Clerk

Date

Corporate Seal

6. Draft Contract (For Information Purposes Only, Do Not Sign)

CONTRACT BETWEEN WAREHAM PUBLIC SCHOOLS AND (VENDOR/COMPANY)

This Agreement is made on this ____ day of _____, 20__, between Wareham Public Schools, acting by and through its duly authorized School Committee, with a principal place of business at 48 Marion Road, Wareham, MA. 02571 and (VENDOR/COMPANY), with a principal place of business at _____. Wareham Public Schools and (Vendor/Company) contract for services under the terms and conditions set forth herein.

I. SERVICES

(Vendor/Company) will provide the following goods or services:

(Insert description of goods purchased including quantity, manufacturer, model, publisher or any relevant information OR insert description of the services to be rendered. If the goods/services are procured through the State bid list/COMMPASS or through a consortium bid, please insert name and reference number to such bid.)

II. COMPENSATION

Upon completion of the services described in Paragraph I above, (Vendor/Company) shall submit an invoice to Wareham Public Schools with any reasonable supporting documentation requested by Wareham Public Schools, reflecting the services performed. Upon satisfactory review of said invoices and documentation, Wareham Public Schools shall remit payment to (Vendor/Company). Total compensation to be paid to (Vendor/Company) pursuant to this contract shall not exceed \$_____.

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall be performed by (Vendor/Company) no later than (Insert Date).

IV. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which Wareham Public Schools is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by Wareham Public Schools Accountant.

V. ASSIGNMENT

(Vendor/Company) shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of Wareham Public Schools. If approved by Wareham Public Schools, this contract shall be binding upon (Vendor/Company)'s assigns, transferees and/or successors in interest.

VI. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

[IF APPLICABLE: VII. PREVAILING WAGE STATUTE

(VENDOR/COMPANY) will comply with the Massachusetts Prevailing Wage Law, G.L. c. 149, §§ 26-27; c. 5, § 1; c. 71, § 7A and c. 121B, § 29B ("The Prevailing Wage Law"). The Prevailing Wage Schedule for this Wareham Public Schools Small / Emergency Projects is attached.]

VIII. INSURANCE

(Vendor/Company) shall maintain the following insurance coverage:

- a. General Comprehensive Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate;
- b. Automobile Liability in the amount of \$200,000 for personal injury and property damage;
- c. Professional Errors and Omissions Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate; and
- d. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Law Chapter 152.

IX. INDEMNIFICATION

(Vendor/Company) hereby indemnifies and agrees to hold harmless Wareham Public Schools against any liability including all claims for bodily injury or property damage that may arise out of the (Vendor/Company)'s performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

X. TERMINATION

This contract may be terminated by either party upon receipt of ten (10) days advance written notice by certified mail to the signatories of Wareham Public Schools Department and (Vendor/Company) noted below. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. (Vendor/Company) shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of Wareham Public Schools.

For (Vendor/Company)

For the Wareham Public Schools,

Name

Title:

Date:

Name

Title:

Date:

7. Price Proposal Form

7.1.1 Please provide below the cost per machine for the models included in this proposal. In total there are four pages to this form.

7.1.2 Please note:

- The district wishes to consider either a single fate rate per machine contract OR a cost per copy contract so please provide figures for both options.
- Although at this time we are not planning to install any 80ppm machines a price is requested in case this is required.
- As the district may wish to add machines to the fleet after the commencement of the contract please provide the monthly price for machines leased for 3 years, 2 year or 1 year.
- These prices should remain firm for the duration of the contract.

| Minimum Pages Per Minute | 25 (B&W) | | |
|--------------------------|-----------------|-----------------|-----------------|
| Make | | | |
| Model | | | |
| | 3 year contract | 2 year contract | 1 year contract |
| Monthly Flat Rate | | | |
| Cost Per Copy Price | | | |

| Minimum Pages Per Minute | 35 (B&W) | | |
|--------------------------|-----------------|-----------------|-----------------|
| Make | | | |
| Model | | | |
| | 3 year contract | 2 year contract | 1 year contract |
| Monthly Price | | | |
| Cost Per Copy Price | | | |

| Minimum Pages Per Minute | 60 (B&W) | | |
|--------------------------|-----------------|-----------------|-----------------|
| Make | | | |
| Model | | | |
| | 3 year contract | 2 year contract | 1 year contract |
| Monthly Price | | | |
| Cost Per Copy Price | | | |

| Minimum Pages Per Minute | 80 (Color) | | |
|--------------------------|-----------------|-----------------|-----------------|
| Make | | | |
| Model | | | |
| | 3 year contract | 2 year contract | 1 year contract |
| Monthly Price | | | |
| Cost Per Copy Price | | | |

| Minimum Pages Per Minute | 80 (B&W) | | |
|--------------------------|-----------------|-----------------|-----------------|
| Make | | | |
| Model | | | |
| | 3 year contract | 2 year contract | 1 year contract |
| Monthly Price | | | |
| Cost Per Copy Price | | | |

(continues over page)

As noted in the RFP, there will be one machine in the district on an existing lease, which ends 8/18/19. At the end of that lease, the district wishes to replace that machine with a machine under this contract. Therefore, please provide below the cost of replacing that machine from 8/18/2019 to the end of this proposed contract (assumed to be 3/22/2021):

| Minimum Pages Per Minute | 60 (B&W) |
|--------------------------|----------|
| Make | |
| Model | |
| Monthly Price | |
| Cost Per Copy Price | |

AUTHORIZED INDIVIDUAL

| | | | |
|-----------|--|-------|--|
| SIGNATURE | | | |
| NAME | | TITLE | |
| TELEPHONE | | FAX | |
| EMAIL | | | |
| DATE | | | |