

CHIPPEWA VALLEY SCHOOLS

REQUEST FOR PROPOSAL

Printer Purchase and Managed Printer Services

RFP No. 11.2122B

Bid Issue Date: October 8, 2021

Pre-Bid Meeting: October 20, 2021 at 2:00 p.m.

Bid Opening: October 29, 2021 at 2:00 p.m.

Contract Award: November 2021

Contract Start: January 2, 2022

**CHIPPEWA VALLEY SCHOOLS
19120 CASS AVENUE
CLINTON TOWNSHIP, MI 48038**

I. RFP Process

1.1 RFP Scope

This document is a formal Request for Proposal (RFP) issued by Chippewa Valley Schools (District) to enter into a contract with a responsive and responsible Bidder that competitively offers new networked printers along with managed printer services (MPS), while also temporarily providing MPS to existing printer fleet until new printers are installed. It is required that Awarded Vendor shall provide MPS to existing printer fleet at District's current rate of \$.072 for color prints and \$.0085 for bw prints until new printers are installed.

This project will require, at a minimum and in no particular order: proposals for new printer procurement while also consolidating the quantity of printers; printer repair and maintenance; replenishment of supplies; collaboration with District's Technology Help Desk; real-time fleet monitoring, formalized reporting on printing operations, and plan for life cycle management of printers.

Bidder's response shall include the following components:

Base Bid A: 1:1 Printer Replacement

- Outright Purchase (not lease) of approximately 1,370 black/white networked laserjet printers
- Outright Purchase (not lease) of Qty 1 black/white MICR networked laserjet printer with folder/sealer
- Outright Purchase (not lease) approximately 65 color networked laserjet printers

Base Bid B: Consolidated Printers to approximately 1:5 ratio for bw Printers, same print volume:

- Outright Purchase (not lease) of approximately 275 black/white networked laserjet printers
- Outright Purchase (not lease) of Qty 1 black/white MICR networked laserjet printer with folder/sealer
- Outright Purchase (not lease) approximately 65 color networked laserjet printers

Base Bid C: Credit for each used Printer removed from District, with proper hard drive destruction activities and documentation

Base Bid D: Service, maintenance, firmware updates, and OEM supplies on all new printers

Bidder's response shall NOT include the purchase or lease of the following equipment/software:

- Copiers/MFD's
- PaperCut or equivalent software

Bidder's response shall NOT include servicing the following equipment:

- Copiers/MFD's
- Inkjet Printers
- Non-networked Printers

1.2 RFP Timeline

District reserves the sole right to modify this timeline as needed.

October 8, 2021	Issue Advertisement to Bid document
October 20, 2021	Bidder's Pre bid Meeting
October 24, 2021	Deadline for Bidders' Questions
October 27, 2021	Final Addendum issued to Bidders
October 29, 2021	Bid Opening at 2:00 p.m., local time
November, 2021	Board of Education approval
January 2, 2022	Service/Maintenance Contract begins

1.3 Bidder Communications

All bidder questions shall be in writing and sent to the District as shown below. Questions shall be submitted no later than October 25, 2021.

Ms. Laura Harrington
Purchasing Supervisor
Email: purchasing@cvs.k12.mi.us
Fax: (586) 723-2128

Reasonable access to District subject matter experts will be provided during the Bidder's Pre-bid Meeting. Bidders shall not contact any other District personnel and/or Board of Education during the bid and award process. Answers to questions that clarify the intent of the RFP language or correct/modify the RFP content will be compiled and distributed to all Bidders in Addendum format.

1.4 Site Visits

District encourages Bidders to conduct site visits of District buildings preferably on Monday-Friday from 2-5 pm. All Bidders must report to the main office upon arrival to any District building. Building maps are included in RFP.

1.5 Bid Instructions

Bidder shall provide a proposal based on RFP requirements. Bidder's proposal must follow the format described in Section 1.5.2. Respond to all requirements in this document in order, whether or not they were repeated elsewhere. All proposals become the property of the District. District reserves the right to require additional detail from one or more Bidders, although District expects proposals to be complete, concise, and coherent upon bid delivery. Voluntary Alternates will only be accepted upon advanced review and approval by District via the issuance of an Addendum. A Voluntary Alternate proposal may not be considered by the District without Base Bid pricing. Bidders are not required to bid a Voluntary Alternate option offered by the District.

1.5.1 Proposal Deadline

Proposals shall be submitted in accordance with this RFP. **Sealed proposals clearly labeled "Printer Purchase and Managed Printer Services RFP 11.2122B" shall be received by Chippewa Valley Schools until October 29, 2021 at 2:00 pm. EST**, at which time bids will be publicly opened. Late bids will not be accepted. Bidder shall submit triplicate (3) copies of their Proposal. Sealed proposals are to be delivered to the District:

Chippewa Valley Schools
Administration Building
Purchasing Department
19120 Cass Avenue
Clinton Township, MI 48038

1.5.2 Proposal Format

The following chart details the required proposal outline and specifies the content of the proposal sections. Bidders must respond to each point within a section. Provide a detailed description of how the services will be performed and confirm the requirements listed under each subheading are included in the proposal and list any qualifications or considerations associated with each.

Proposal Outline Format

Section / Tab Number	Section Title	Section Content in RFP
1	Executive Summary	5.1
2	Bidder Profile	5.2
3	Relevant Experience	5.3
4	References	5.4

5	Key Assumptions	5.5
6	General Services	5.6
7	Management	5.7
8	Pricing Requirements	5.8
9	Bid Proposal Form	Attachment 1
10	Bid Pricing Form	Attachment 2
11	Required Affidavits	Attachment 3
12	Manufacturer Certification	Attachment 4
13	Examples of Required Reports	Attachment 5
14	Master Services Agreement	Attachment 6
15	Buyers Lab – Key Point Intelligence	Attachment 7
16	Financial Dashboard	Attachment 8
	Exhibit A and B	Separate documents

II. Terms and Conditions

2.1 Components of Final Contract

Bidder shall agree that all pricing, representations, warranties, and other terms and conditions specified in this RFP and any addendum hereto, will be incorporated into agreement contract executed between District and the successful Bidder. Any conflicting contents of Bidder's response to this RFP will only be incorporated into an agreement upon District's prior express and written approval. Hardcopy submissions will prevail in the case of a discrepancy between verbal and written statements. The later submission shall prevail in the case of a discrepancy between earlier and later written statements. Bidder shall not be allowed to propose nor submit alternative or supplemental contract language unless requested in writing to the District prior to the deadline allowed for Bidder questions before the official bid opening. District shall make final determination about this request.

2.2 Confidentiality

The information contained in this RFP, any issued addendums, and accumulated through other written or verbal communications is PROPRIETARY to District and must be treated by Bidders as CONFIDENTIAL. The information is to be used by each Bidder only for the purpose of preparing a response to this RFP. The information may not be used or shared with other parties for any other purpose without written permission from a duly authorized representative of District. Any publicity or news releases pertaining to this RFP document, or the awarding of any contract related to this RFP document, may not be made without prior written approval of District. All proposals, quotes, supporting materials, information, ideas, concepts and other documentation submitted by the Bidder with this RFP become the property of District.

2.3 Obligations in the RFP Process

This RFP does not represent an offer by District to buy equipment or services and should not be construed as such. District makes no commitment to enter into a contract with any respondent to this RFP. All offers to provide products and services described in this RFP will be firm offers for a period of 120 days from the date on which such offer is submitted to District by Bidder.

The District shall not pay any costs incurred in preparation or submission of a proposal or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services or material. All related costs associated with developing responses to the RFP are entirely the responsibility of the Bidder and shall not be chargeable in any manner to District. District reserves the right to require other evidence of production, managerial, financial and similar abilities and to subject any proposal to negotiation prior to awarding a contract.

2.4 Reservation of Rights

District reserves the right to not award any or all proposals submitted in response to this RFP. District will not be bound to provide an explanation, either formally or informally, for such refusals. District reserves the right to cancel or modify the RFP process at any time, and makes no commitments, implied or otherwise, that this process will result in a bid opening or in a contract with one or more parties. District reserves the right to reject any or all bids, to waive technicalities or irregularities, to receive any bid it determines to be in District's best interest, and to award to other than the low bidder. The receipt of any bid submission shall not in any way cause District to incur any liability or obligation to the Bidder.

2.5 Due Diligence

This RFP is intended to provide Bidder with enough information to build its proposal. District makes no representations or warranties regarding the accuracy or completeness of the information contained in the RFP or Addendums and will have no liability with respect thereto. It is Bidder's responsibility to obtain any additional information it deems necessary through the question and answer process before the bid opening date and time. The contract will not contain provisions for post-signing due diligence or any related pricing adjustments.

2.6 Presentation of Supporting Evidence

Bidder shall present evidence of experience, ability and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the proposals.

2.7 Collusion

In submitting a proposal, the Bidder warrants that the proposal is not made in connection with any competing Bidder submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further warranted that the Bidder did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of District, or its agents involved in this RFP process, participated directly in the Bidder's proposal preparation.

2.8 Subcontractors

The use of subcontractors must be clearly identified and explained in the proposal. The Bidder will be wholly responsible for the performance of the contract in its entirety whether or not subcontractors are used. Subcontractors will be bound by the terms and conditions of this RFP and potential subsequent agreements. The Bidder will indemnify and hold District harmless from any and all activities related to the services provided by their subcontractor(s) under the contract. The proposal must include a comprehensive approach for planning and coordination between the Bidder and the Subcontractor, if applicable.

2.9 Contract Negotiation and Execution

Any contract(s) awarded to a responsible Bidder will be done at the sole discretion of District. Bidders must have a satisfactory record of contract performance, integrity and business ethics, and adequate financial resources to meet the contractual requirements over the life of the contract.

By submitting this proposal, Bidder warrants that it is legally authorized to do business in the State of Michigan, is in compliance with all applicable laws and regulations, is not prohibited from doing business with District by law, order, regulation, or otherwise, and the person submitting the proposal on behalf of the Bidder is authorized by the Bidder to bind it to the terms of the proposal.

District is expecting to execute a three (3) year contract with the successful Bidder. The contract will be subject to District's MSA titled Attachment #5 in this RFP. Note that the contract is NOT a promise of business and should be considered as part of the standard RFP process only. Bidder must note its agreement to each term and condition in the MSA. If a Bidder indicates its agreement to any of the terms and conditions in the MSA, such terms and conditions shall be included in any resulting contract. However, a Bidder's acceptance of all of the terms and conditions shall not obligate District to consider that Bidder's proposal or, if the proposal is considered, to enter into any contract with that Bidder. If a Bidder cannot accept all of the terms and conditions in the MSA and District elects to consider that Bidder's proposal, District expressly reserves the right to require that all such terms and conditions be in any resulting contract.

Any agreement between Bidder and District must be in writing and no oral commitment or arrangement will be enforceable. Any receipt of a bid is contingent upon the execution of a written MSA and District shall not be contractually bound to any Bidder prior to the execution of a written contractual agreement signed by duly authorized representatives of both parties. In the event of a conflict among this RFP, Bidder's response and the MSA, the RFP will govern.

2.10 Internal Controls

District's Business Department is responsible for establishing and maintaining adequate internal control over financial reporting. This responsibility extends to all contracted third parties. The District reviews its internal control environment and must determine that internal control over financial reporting, including controls over information, invoicing and related technology, is effective. This certification is part of the District's annual reporting and our external auditors are required to agree or disagree with management's assessment.

The Awarded Vendor's processes and controls will become an internal part of District's internal controls over financial reporting. Awarded Vendor shall not estimate or average print volume at any time for invoicing purposes. Any material change or deficiency in the Awarded Vendor's systems of internal control must be communicated to District within four (4) days of learning of such material change. Awarded Vendor must also agree to promptly investigate and solve all suspected internal control deficiencies that District communicates to Bidder without cost or penalty to District.

III. Project Information

3.1 Project History

District's printer fleet has been under a continuous service agreement and we do not have a backlog of needed repairs. The District logged a total of 704 help desk printer requests from August 12, 2020 – September 30, 2021 regarding "printers." This was an unusual time period due to staff working from home for much the timeframe. The District logged a total of 1,025 help desk requests from July 1, 2016 – June 30, 2017 regarding "printers" and 402 (or 39%) of those requests were sent to our MPS contracted Supplier. The advanced age of our printer fleet impacts the number of printer service requests submitted.

District staff printed, in calendar year 2019, approximately 4.4 million pages per year on an assortment of HP and Dell networked printers. The schools currently have a printer in each classroom and office, along with media centers. These prints comprised of 3,972,538 bw on bw printers, 92,177 bw on color printers, and 331,053 color. District does not guarantee any future print volume or printer count. There were approximately 1,434 networked printers that were purchased 1998-2017. There are some more recent printer purchases also. See Exhibit A and B for more information. We did not use more recent print data due to COVID-related school closures in 2020 which negatively impacted printer usage.

District owns **one MICR HP printer** (HP LaserJet 4100n, manufactured 2002, serial number USLNH26144) with a folder/sealer component (serial PTM180000528). District's network is a Windows based environment, including the servers. We have 2 print servers and 1 print monitor. District has 18,000 users in Active Directory and must be able to document any print job that passes through our two print servers. We have a robust printer naming convention system that indicates the Building, Room, and Printer Model # for each IP address. District has a centralized Technology Department with Help Desk technicians. District also owns approximately 90 networked copiers/Multi-Functional Devices (MFD) which are not included in this RFP. District does not utilize PaperCut or similar software.

3.2 District Objectives

The desired outcome of this RFP is a smooth transition, with uninterrupted service, from District's current MPS supplier, to a new Awarded Vendor that delivers quality printers and service at a low cost. The District plans to award both the printer purchase and MPS contract to one qualified bidder to allow the bidder to forward savings to us through the manufacturer's one-year labor and parts warranty. Objectives in this RFP include:

Business Objectives

Quickly repair and service printers using help desk ticket software system
Greater performance from printers (as evidenced by fewer support calls)
Smooth transition from current supplier to Awarded Vendor
Higher End-User satisfaction (as measured by End-user surveys, etc)

Financial Objectives

Competitive pricing on the cost of brand new printers and managed printer services
Decrease in the total cost of ownership of District's entire output devices
Quantity consolidation and placement optimization of newly purchased printers (Base Bid B)

3.3 Printer Mapping

District has established a common naming convention for printer mapping:

- a. Printer names indicate the building and room/location where the printer is located, and the model of the printer separated by dashes.
Building code – Room/Location – model number
- b. Example: printer name 35-R12-1300n
"35" is the building code for Cherokee Elementary
"R12" is Room 12
"1300n" is the HP printer model.

Building codes appear as the second octet in the printer IP addresses. Example: all printers at Cherokee Elementary have IP addresses beginning with 10.35.x.x

Building naming codes:

00	Admin
50	Algonquin Middle
45	Cheyenne Elementary
10	Clinton Valley Elementary
70	Dakota High School
20	Huron Elementary
49	Miami Elementary
76	Mohegan Alt High School
40	Ottawa Elementary
18	Sequoyah Elementary
60	Wyandot Middle
55	Iroquois Middle
35	Cherokee Elementary
75	Chippewa Valley High School
12	Erie Elementary
14	Fox Elementary
74	IAM
25	Mohawk Elementary
30	Ojibwa Elementary
65	Seneca Middle
16	Shawnee Elementary

3.4 Proposal Evaluation Criteria

District will review all properly submitted proposals using evaluation criteria determined by District at its sole discretion. District reserves the sole right to change the weight of any criteria. The criteria may include, but may not be limited to, the following:

- Knowledge and Expertise of Account Manager. Ability to offer quality printers and accessories best suited for teacher and administrative staff from manufacturers in sound financial shape. Ability to proactively manage the procurement, delivery and installation of printers within a short lead time. Perform ongoing analysis of printer usage, total cost of ownership, inventory levels, service history, and asset management information. Ability to satisfy District's concerns and requests throughout the contract. WEIGHT 15-20%
- Transition from current MPS provider. Proven ability to quickly and successfully assume ownership of MPS services from current Supplier. Ability to temporarily support, manage, service, and perform repairs and provide OEM toners on older existing MPS printer fleet until newly purchased printers are installed and operating on District's network. Success of programs implemented and currently managed at organizations of similar size, industry, and printer fleet as District. WEIGHT 30-35%
- Pricing. WEIGHT 15-20%
- Knowledge and Expertise of Service Department. Service Delivery Manager and Team's qualifications, experience, training, and decision authority. Technicians' certifications on both proposed equipment and existing equipment (until removed). Ability to install printers in individual locations throughout the district within 1 month of delivery by working on either first or second shift. Total call procedures and preventative maintenance activities, and first call success rates. WEIGHT 15-20%
- Any other factor revealed through the RFP process and deemed important by District. WEIGHT 5-10%

IV. Bidder Service and Supply Requirements

Printer Manufacturer/Models Proposed

Printers furnished must be networked, “digital,” and include all new parts of standard first grade quality, constructed of 100% new components. District will not accept analog, inkjet, discontinued, remanufactured, certified remanufactured, newly remanufactured, reconditioned, demonstration models, loaners, previously installed printers, or the like for any reason. All equipment shall meet or exceed the requirements of Underwriters Laboratory (U.L.) or equivalent measure. Each machine shall have the U.L. label affixed in a conspicuous place.

Printers must be versatile to add duplex printing, wireless adapter, upgraded memory, etc upon request. Printers must produce readable, useful, paper prints, resistant to smudging and shall have readability and expected life in excess of ten (10) years under normal office use, climate and storage conditions.

Equipment specifications for 1:1 Base Bid A, new printers shall include features available on existing printers, EXCEPT new printers can have a lower monthly duty cycle in alignment with historical print volumes:

- HP1200 - Classroom desktop printer
- HP4000 – Office/Computer Lab
- DP3110 Color – Media Center or Main Office

Equipment specifications, Consolidated 1:5 Printers, Base Bid B, SHALL ALSO include:

- Monthly Duty Cycle available on existing printers:
 - HP1200 - Classroom desktop printer
 - HP4000 – Office/Computer Lab
 - DP3110 Color – Media Center or Main Office
- Second 500 sheet paper tray (not the bypass) in addition to first 500 sheet paper tray
- Locked confidential print

Asset Management

Awarded Vendor to maintain an accurate inventory of all District printers, 2D building mapping of printers, and the related information including District point of contact for each printer. Awarded Vendor shall supply and install asset tags onto every printer, remove existing asset tags (if applicable), and with all printer relocations and exchanges.

Awarded Vendor to provide database software (such as FM Audit or similar) that shall also be made available to District’s Technology Department. Database software must provide built-in reporting and database tools. Output to be common excel-formatted files.

Printer Relocation

Awarded Vendor to coordinate with Technology Department all requests for Move, Add, Change, or Disposal of District printers. District requests must be completed by Awarded Vendor within one (1) week, unless otherwise agreed to by District.

Proactive Services

Awarded Vendor to provide predictive services to utilize alert information from network-attached printers to reduce printer down-time. Proactive services to include, but not limited to, preventative maintenance, triggers to signal consumable replacement orders, notification of printer service levels dropping, etc. District End-users will input a help desk ticket to report individual printer issues, but they shall not be responsible to provide assistance to the Awarded Vendor in diagnosing or fixing printer issues.

Break/Fix Services

These services shall include, but not limited to, all necessary inspections, repairs and adjustments, including replacement of parts, maintenance kits and drums. Services also include the process of returning any part

covered under manufacturer's warranty. These services shall not involve assistance from End-Users. All repair and maintenance services shall be performed onsite within four (4) hours of request. District will not allow any remote diagnosis services offered by Awarded Vendor. Awarded Vendor shall provide dedicated technician(s) to handle and remain on our account for the contract duration. This technician shall be professionally groomed, in business attire, display identification, pass background checks, and follow all District policies as it relates to smoking, drugs, student interaction, and conduct. Issues with technician(s) must be immediately solved, or it may be considered a material breach of the contract.

District will not allow for remote assistance from Awarded Vendor. We only want MF Audit. There should be minimal District employee (non-Help Desk staff) intervention in diagnosing printer problems. Awarded Vendor is responsible for trouble shooting the problem onsite after the District's help desk has been involved in first diagnosing problem.

The District uses Altiris web-based Help Desk system. The Awarded Vendor would receive an email from District's help desk employee, access the system remotely, visit and fix the printer problem onsite, describe the services they performed into the Altiris system, and then close the ticket.

Consumables

Awarded Vendor to assume District has adequate supply of consumables for existing printers. Current Supplier will be given the option to remove existing excess consumables. If Current Supplier does not remove the consumables within 10 days of notice, the Awarded Vendor will be responsible for removal of consumables at the time of new printer installation. Awarded Vendor shall be responsible for providing a 60-day supply of consumables at each location at the time that new printers are installed.

Awarded Vendor to provide all consumables for printers for the term of the MPS program. Order to delivery timeframe shall not exceed 3 days. Awarded Vendor cannot ship an excessive amount of consumables at one time for convenience as our buildings do not have large storage facilities. Awarded Vendor shall be fully responsible for removing any excess consumables at their cost. Consumables are defined as OEM toner, ink, maintenance kits and any required components commonly required for end-user installation to make an impression onto paper and envelopes. District shall not be responsible for reimbursing Awarded Vendor for consumables at any time or for any reason.

There shall not be any minimum (or maximum) quantity or dollar restrictions imposed by the Awarded Vendor at any one occasion or period of time for replenishment orders. For RFP purposes, assume District will expect replenishment to occur at 10% remaining toner capacity for 1:1 replacement and 20% for 1:3 replacements. Awarded Vendor to provide all new parts of standard first grade quality, constructed of 100% new components. District will not accept discontinued, demonstration, loaners, previously installed parts, or the like for any reason.

District end-users shall be responsible for installing toner cartridges ONLY. Awarded Vendor shall be responsible for installing maintenance kits along with all repair parts.

All deliveries shall be carefully packaged, showing Awarded Vendor's Company Name, and labeled with the Building, Room number, and Printer ID for the specific printer. All deliveries shall include a packing slip and delivered FOB destination. Awarded Vendor shall notify the buildings prior to any change in provider of consumables. Awarded Vendor shall not order consumables through sources (ie Amazon) in which numerous third-party suppliers are sourced. Awarded Vendor to provide Material Safety Data Sheets with deliveries as required. Awarded Vendor shall provide a solution for recycling used cartridges at no cost to the District.

Help Desk Integration

District has Help Desk technicians currently supporting End users. It is expected that the District Help Desk will receive initial reactive calls for support in this process. The District utilizes Spiceworks ServiceDesk software to log all requests for support. Help Desk will try to fix User's problem and if they can't, then the Help Desk inputs detailed information into a "ticket" and forward via email to Awarded Vendor. Awarded Vendor shall be

responsible for logging in to our ticketing system, updating "ticket" with detailed resolution, including list of parts, and also responsible for closing the "ticket." Awarded Vendor email updates alone are unacceptable.

Hardware, Training, Deployment, and Replacement

Awarded Vendor is required to provide all necessary parts to meet the printing requirements of District End Users and complete the deployment of any replaced printers. Awarded Vendor responsible for replacing an unrepairable printer with the same or like model at the Vendor's cost. Awarded Vendor shall not impose excessive restrictions or requirements on District as it pertains to printer manufacturer or model number replacements. Awarded Vendor shall provide any training required to Technology Help Desk upon deployment of the printers.

User Tracking

Awarded Vendor to provide on-going monitoring of printer configurations to identify changes resulting in a printer not meeting District requirements. Awarded Vendor's solution to connect to District Print servers and to provide District with printing details on a monthly or quarterly basis. Awarded Vendor's solution shall NOT be installed on printers themselves. Awarded Vendor shall provide an efficient and no-cost (to the District) system for electronically collecting printer meter readings on a monthly basis. Awarded Vendor shall be responsible for data collection. The system must be error-free and satisfy audit requirements. Awarded Vendor shall be responsible for identifying and manually collecting ending meter reads from shut-off printers.

Operations Management

Awarded Vendor to provide a single point of contact for day-to-day management of the MPS program. Awarded Vendor's Operations Manager to oversee all aspects of the MPS program, reporting and invoicing. Any escalations and special requests to be tracked and managed by Operations Manager.

Reporting

Awarded Vendor will provide a monthly or quarterly reporting package that includes all standard metrics of volume by printer, utilization, service levels and other key information to District designee.

Invoicing

Awarded Vendor to provide a single point of contact for all billing issues and problems encompassing services under contract. Invoices shall be submitted quarterly to the District in a timely manner. Only networked printers shall be included in the invoice, other copiers and Multi-Functional Devices shall not be included in the invoice.

District expects one consolidated detailed invoice for the entire District in a specific format. This invoice shall include the following information on one row in excel: Building Name, Department, Room Number, Printer Model, Printer ID#, beginning click, ending click, number of clicks made in the quarter, and indicate "actual" click count. Printers shall be grouped together as follows: same building, same department, with subtotal costs indicated for each. The excel file must be able to be imported directly into our AS/400 financial system without manipulation by District.

This format shall be strictly adhered to. If Awarded Vendor does not adhere to this requirement, District considers this a material breach of contract; and as a minimum solution, would reserve the right to require Awarded Vendor to mail individual invoices for each printer to each building.

V. Proposal Outline

The following details the required proposal outline and specifies the content of the proposal sections. Bidders must fully respond to each question/request within each section. Each section shall be labeled and in its own tab/divider of a binder.

5.1 Executive Summary

A one-page Executive Summary containing a brief description of key features of your proposal.

5.2 Bidder Profile

- a. Company Background/History
- b. Do you have a parent company? If yes, explain relationship and nature of the business. Do you own any subsidiaries? If yes, explain relationship and nature of the business.
- c. Private or Public firm.
- d. Where would our volume and printer count rank among your other clients?
- e. What has your client retention rate been for the past five years?
- f. Industries served
- g. Customers served
- h. Current market position
- i. Company Structure and Financial Condition
- j. Quality Certification and Honors

5.3 Relevant Experience

- a. Outline the strengths of your products/services and what differentiates you from your competition.
- b. Description of standards and/or certifications that your company maintains to represent industry, professional affiliation and/or regulatory commitment and capability.

5.4 References

- a. List three accounts, preferably K-12 school districts, in which you currently provide all Printer Management Services, which are similar in scope and services to District and include:
Company name and address, Contact name and phone number
Number of printers serviced (do not include copiers/MFD's)
- b. List two accounts, preferably K-12 school districts, in which you previously (but no longer do) provide Printer Management Services, which were similar in scope and services to District and include:
Company name and address, Contact name and phone number
Number of printers serviced (do not include copiers/MFD's)

5.5 Key Assumptions

List key assumptions used in developing your proposal.

5.6 General Services

5.6.1 Service Level Agreements

- a. Bidder is expected to establish aggressive and cost-effective Service Level Agreements (SLAs) in support of the proposed contract. Identify any additional or unique Service Level Metrics you favor or have used in similar environments and elaborate on why you have found them useful. Service Level Metrics will be put into effect.
- b. Describe the process and time you will require before Service Level Metrics can be measured, tracked and reported.

District requires a fleet-wide 98.0% average uptime SLA. Not one printer shall fall below 96.0% for any time or reason. Uptime shall be calculated on a monthly basis, using normal working hours from August – June each year (not based on 24 hours). Furthermore, this uptime guarantee shall not involve a significant amount of repair work, return trips and/or printer replacement activity.

Maintenance and repair calls shall be performed within four (4) hours of request for service. The maximum allowable downtime for any one piece of equipment is 24 hours. A cost effective “loaner” or “swap” printer must be placed in the building for any equipment that cannot be repaired and restored to normal operating service within 24 hours. Excluded from these requirements are delays resulting from acts of God, accidents, extreme weather conditions, strikes or similar causes. The intention is that repairs be made promptly. Bidder shall not invoke any damage costs to District nor enforce any claims related to “abuse, misuse, or negligence” due to District’s use of equipment for any reason. Preventative maintenance will be performed according to manufacturer’s recommendations. It is the Awarded Vendor’s responsibility to schedule preventative maintenance, and Awarded Vendor shall provide District with at least 24 hours advanced notice of their intent to perform preventative maintenance.

- c. Describe your remedies for failing to meet the contracted service levels.
- d. Describe performance credits that you would provide in the event that you are unable to meet service level metrics in a given month.
- e. Rollouts for MPS services can be challenging. What approach and protections will you put in place to ensure a smooth rollout and/or transition? Be specific and cite previous experience.
- f. District has the long-term expectation that our MPS supplier will optimize the fleet at each location with ongoing metric to ensure right type and number of printers. In light of this expectation and the information provided, what approach or strategy will you use within the first six months, second six months, 2nd and 3rd year of the agreement to ensure District has an optimized fleet?
- g. Provide details on how the Bidder provides break/fix services for printers. Describe the general process once a call has been transitioned to Awarded Vendor from District or a requirement to conduct maintenance services on a printer without End-User request. Also, describe Bidder’s ability to remotely repair or resolve printer maintenance issues.
- h. One of the goals for achieving service excellent is to get ahead of printer malfunctions and provide a high level of preventative maintenance to decrease the amount of printer downtime. Describe your strategy in regards to reporting and service to be able to reduce reactive responses to maintenance.
- i. What is the entire process for resupply automation from trigger to delivery and installation? After installation, what is your recycling policy and process? District shall not be charged for toner recycling.

5.6.2 Transition Plan

- a. Describe in detail how you will simultaneously manage our current printer fleet of older HP and Dell printers, install new printers which may be a different manufacturer, remove old printers and excess consumables (if necessary), and integrate software and monitoring systems while maintaining or improving customer satisfaction.
- b. Provide a detailed task list of both Bidder’s and District’s roles and responsibilities associated with the implementation of your Services.
- c. Provide a milestone based approach including a timeline for implementing the proposed services.
- d. Include a high-level schedule and work breakdown structure at a level of detail sufficient for District to validate the effectiveness of the implementation plan.
- e. Specify how Account Management resources will be assigned to work with District, i.e. dedicated, designated, or shared.
- f. District anticipates handling first tier Help Desk call resolution. How will your organization contribute to developing a process to ensure a clean handoff from our Help Desk? Provide details on options and recommendation for transitioning work from District’s Help Desk to Bidder. Include details on method of communication, such as portal, email or phone.
- g. Provide any contract close-out requirements requested by Successful Vendor. How would Successful Vendor handle excess consumables in District buildings, or printer parts stored in District warehouse, at the conclusion of contract (ie after 3 or 6 years?)

5.6.3 Training

- a. Provide information on training policies and programs provided for Bidder employees assigned to the District account, as it pertains to managing and repairing printer fleets.

- b. Provide details on process of deployment for adding printers, and how you shall provide any required training.

5.6.4 District Satisfaction Program

Provide an overview of your firm's approach to measuring and managing client satisfaction.

- a. How would you implement and then maintain a client satisfaction program for our District?
- b. Do you have a program or process for End-user monitoring and optimization? If so, what are the software components and process components?
- c. Provide details on your solution along with any benefits or drawbacks of technology deployed as part of the MPS of which District should be aware.
- d. How will you ensure that both machine uptime is regularly measured and surveyed to ensure that the User experiences the least amount of downtime and/or printer replacement activities?
- e. What is your warranty coverage policy and procedure? Include topics and processes such as a "lemon" policy.
- f. How many service calls are necessary on a single printer before replacement is triggered?
- g. What is your process and policy regarding like-for-like printer replacement at the customer's discretion?
- h. What is the most effective support method for smaller distributed offices to have maintenance performed for them? Printer Swaps?
- i. Provide specific escalation plans for both minor and major emergencies.

5.6.5 Documentation and Reports

Bidder shall submit documentation related to the below items:

- a. Example of 2 detailed printer maintenance records, one for a BW printer, one for a color printer.
- b. Example of a detailed invoice that includes numerous buildings and departments, with subtotal costs (costs can be whited out).
- c. Example of a Quarterly Analysis and Service Level Report

5.6.6 New Technology

Services may include an introduction of new technology (only upon District's prior approval).

- a. Do you require any District Help Desk personnel to be instructed in troubleshooting?
- b. How do you anticipate, prepare for, and mitigate issues relating to Operating System and other 3rd party software products? (ie MS Windows, IOS etc.)
- c. List the software solutions that you will propose, if you are chosen as our MPS provider, ie pull printing, mobile support (including IOS, Windows and Android) and any other proprietary software that you ascertain is needed for a successful MPS program.
- d. Provide road maps for software and software upgrades in addition to the longer term strategy of your organization as it relates to printing and printing services for your customers.
- e. Describe if and how your software integrates into enterprise systems. District uses Windows 7, Windows Server, Exchange, and Office 365. District plans to migrate to Windows 10, 64-bit OS on staff computers. District needs integration with Symantec Help Desk and print servers. District has wireless in all buildings to print from wireless laptops to wired printers.
- f. Describe how you plan to mitigate and support variability in production environments when rolling out software updates.

5.7 Management

Bidders shall provide information in the below sections.

5.7.1 Account Management Structure

- a. Overview of your account management approach.
- b. Description of recommended/expected ongoing account management meetings and frequency.
- c. Describe the roles and responsibilities of key account support personnel.

- d. Describe the autonomy (if any) and authority granted directly to service technicians.
- e. Functional organizational chart depicting the account management team and their corresponding relationships to District personnel.
- f. What is your hiring process for the on-site personnel including competencies, background checks, and drug tests?
- g. Processes and procedures for handling standard work order requests and provide sample documentation.
- h. Describe mechanisms for tracking and reporting on work orders.
- i. Process for approving work orders.
- j. Processes for requests not covered within the scope of the contract.
- k. Processes for tracking and reporting on performance to service level agreements;
- l. Processes and procedures for monitoring invoice accuracy and discrepancy resolution.
- m. Provide details on the availability of portals or other web-based tools for customer self-service administration and ad-hoc report generation.
- n. Bidder to provide information on how Operations Manager would manage the MPS program.
- o. If subcontractors are used, how do you manage them and how are they held to your overall SLA?

5.7.2 Risk Assessment

- a. Overview of internal practices related to identification, assessment and weighting of business risks associated with delivery and operation of client services.
- b. Your approach for working with clients to identify, assess and weigh risks associated with the client's business operations which may have an impact on Bidder's internal controls.
- c. Bidder to provide details on how configurations of printers can be monitored and maintained throughout the life of the MPS program and include what the role of District would be in Bidder recommended solution.
- d. In coordination with the District, what is your process to ensure that each printer up for disposal will be cleansed in a way that protects the District? All assets tags and District identification must be removed from printers prior to disposal. Disposal shall conform to all local, state and federal environmental regulations. All disposal shall occur off district property. District requires Bidder to certify proper disposal activities within 30 days from the date of disposal request.
- e. Provide an overview of security policies as it relates to printer output and data collection.

5.7.3 Controls

- a. Describe information systems, technology and software confirming your ability to maintain records, meet all legislative recordkeeping requirements, and ensure the security/confidentiality of information, if applicable. Printer hard drives must be wiped clean by Bidder prior to disposal.
- b. Overview of the process to design, implement and operate controls to manage or mitigate risks. Describe the process followed to communicate and correct any found control deficiencies.
- c. Bidder will maintain documentation of standards, processes, procedures, inventories, etc. to support the services provided. Each printer shall have a permanent maintenance record on file, accessible to District's Help Desk at any time. Acknowledge your ability to provide these services as part of the base price of the contract.

5.8 Pricing Requirements

General Requirements

Bid prices shall be listed in Attachment 2 – Bid Pricing Form. Prices are to be all-inclusive (except for paper). The terms “Per Click”, “Per Page”, and “Per Impression” shall be considered the same and interchangeable in this RFP, Bidder's response and any resulting contract. Printer output shall be billed as “one click” regardless of ink coverage, size or type of paper. Per click charge is a blended cost, not a by-engine cost. MICR toner cost shall be included in the blended cost. All costs submitted by Bidder shall be firm regardless of print coverage. No overage or extra click charges allowed due to high percentage of ink saturation.

Base your pricing on services detailed in the requirements section. Base the pricing on District's current print volume and include a possible increase in volume. Do NOT base pricing on a print consolidation, "print shop", or third-party print solution. Pricing provided by Bidder will be considered "Best and Final" based on the data provided in this RFP.

Contract shall be a 3 year term, with 3 possible annual extensions. Under no circumstances shall the Per Click Cost increase during the entire 3 year contract for any reason. Year 1 of the contract shall have reduced Per Click Costs due to Awarded Vendor's use of manufacturer's labor and parts warranty.

- a. List any assumptions used in developing your pricing proposal.
- b. Identify any District retained expenses.
- c. Detail all transition costs and assumptions associated with your solution separately from on-going services pricing.
- d. Describe the methodology for dealing with sustained and significant changes in printer volumes.
- e. Informational costs must be provided, although they are already included in the bid pricing below.
 - Service Technician's Hourly Labor Cost
 - Service Trip Charge
 - Percent Markup for Cartridges

Attachment 1: Bid Proposal Form

CHIPPEWA VALLEY SCHOOLS
RFP 11.2122B – Printer Purchase and Managed Printer Services

The undersigned understands that the District reserves the right to reject any and all bids in whole or in part, and to waive informalities and irregularities in bidding. District also reserves the right to hold bids for a minimum of 120 days from bid opening date. If in the District’s opinion it is in their best interest, the contract may be awarded to other than the lowest bidder for any reason.

If award is made to us under this proposal, we agree to enter into an Agreement with Chippewa Valley Schools to furnish products and services, in strict accordance with this proposal, RFP documents and all addendums and specifications.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Chippewa Valley Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Chippewa Valley Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Chippewa Valley Schools.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name, title, and signature of individual duly authorized to execute contracts:

Company Name _____

Name _____

Title _____

Signature _____

Date _____

ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum # _____ dated _____ Addendum # _____ dated _____

Addendum # _____ dated _____ Addendum # _____ dated _____

COMPETITION REQUIRED

District requires open and fair competition for all purchases of printer supplies, equipment and services, whether or not they are included in this RFP. If any manufacturer has secured (or plan to secure in the future) a non-compete clause for the benefit of Bidder against another competitive company, such non-compete clause shall be automatically removed, irrevocably revoked and non-enforced in this RFP and any resulting contract.

Bidder expressly agrees to this Revoking of any non-compete agreements: _____ Yes _____ No

If no, Bidder shall list the Competitor(s) against whom you hold a non-compete agreement:

RFP EXCEPTIONS

Bidder shall indicate any and all exceptions to the RFP requirements and/or terms and conditions of this RFP below, and include the Section and Page Number.

Attachment 2: Bid Pricing Form

REQUEST FOR PROPOSAL – Printer Purchase and Managed Printer Services

BASE BID A: Unit Costs for Purchase of New Printers 1:1 Ratio:

Bid Category	Description of Product / Service	Option 1 Manuf/Model	Option 1 Pricing	Option 2 Manuf/Model	Option 2 Pricing
A1	Black/White Printer rated for <1,000 prints / month				
A2	Black/White MICR Printer with folder / sealer rated for <1,000 prints / month				
A3	Color Printer rated for <1,000 prints / month				

BASE BID B: Unit Costs for Purchase of New Printers 1:5 Ratio:

Bid Category	Description of Product / Service	Option 1 Manuf/Model	Option 1 Pricing	Option 2 Manuf/Model	Option 2 Pricing
B1	Black/White Printer rated for 1,000-5,000 prints / month				
B2	Color Printer rated 1,000-5,000 prints / month				

BASE BID C: Credits:

Bid Category	Description of Product / Service	Option 1 Manuf/Model	Option 1 Pricing	Option 2 Manuf/Model	Option 2 Pricing
C1	Per Unit Credit for Removal of Old BW and Color Printers	n/a		n/a	n/a

BASE BID D: Firm Per Click BLENDED Charge Print Management Services:

Bid Category	Description of Product / Service	Year 1 - Option 1 Pricing	Year 2 -3 Option 1 Pricing	Year 1- Option 2 Pricing	Year 2-3 - Option 2 Pricing
C1	Black/White on Black/White Printers				
C2	Color Prints				
C3	Black/White on Color Printers				

Add Alternate – Annual % Cost Increase Printer Management Services:

Bid Category	Description of Product / Service	Max Annual % Increase Years 4-6 - Option 1 Printers	Max Annual % Increase Years 4-6 - Option 2 Printers
AA1	Black/White on Black/White Printers		
AA2	Color Prints		
AA3	Black/White on Color Printers		

Attachment 3: Required Affidavits

**1. AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of _____ (the "Contractor"), pursuant to the compliance certification requirement provided in the Chippewa Valley Schools' (the "School District") Request For Proposals, hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned Request For Proposal, the Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF _____)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021, by

_____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of : _____

**2. AFFIDAVIT OF BIDDER –
COMPLIANCE WITH SCHOOL SAFETY INITIATIVE LEGISLATION**

The undersigned, the Owner or authorized officer of _____ (the "Bidder"), certifies to Owner (the "School District"), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230 and have not been convicted of any "listed offenses".¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 280.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code² or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

BIDDER:

By: _____

Its: _____

¹The term listed offenses means those defined in section 2 of the Sex Offenders Registration Act (SORA), MCL 28.722

²MCL 380.1535a(1).

Attachment 4: Manufacturer Certification

MANUFACTURER CERTIFICATION

Bidder must include certification from the manufacturer, executed by a corporate officer, stating that the Bidder is an authorized representative of the manufacturer and that all equipment offered under the proposal is new. Manufacturer must also include the original production date and quantity sold as of August 2021 for each printer model offered.

If the Bidder is other than a manufacturer, Bidder must submit either a) a letter of commitment from the manufacturer that will assure the Bidder of a source of supply sufficient to satisfy the District's requirements for the contract period, or b) other evidence that the Bidder will have an uninterrupted source of supply from which to satisfy the District's requirements for the contract period.

Attachment 5: Examples of Required Reports

Bidder shall submit documentation related to the below items:

- Example of a Quarterly Analysis
- Example of a Service Level Report
- Example of 2 detailed printer maintenance records, one for a BW printer, one for a color printer.
- Example of a detailed invoice that includes numerous buildings and departments, with subtotal costs (costs can be whited out).

Attachment 6: Master Services Agreement

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is dated as of _____, 2021_ by and between Chippewa Valley Schools, a K-12 School District with an address at 19120 Cass Avenue, Clinton Township, Michigan (“District”) and _____, a _____ with an address at _____ (“Awarded Vendor”).

District desires to obtain certain services from Awarded Vendor and Awarded Vendor desires to provide such services to District on the terms and subject to the conditions set forth in this Agreement.

The parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on January 2, 2022 and shall continue in effect until December 31, 2024 unless earlier terminated in accordance with the provisions of this Agreement (the “Term”). Both parties may also mutually agree in writing to extend the contract on an annual basis for up to 3 possible renewals. A writing signed by duly authorized representatives of both parties must evidence any extension or renewal of this Agreement.

2. Services. During the Term, Awarded Vendor shall provide to District, and District shall purchase from Awarded Vendor the equipment, supplies, and services described in RFP and Schedule A to this Agreement. Schedule A may be amended from time to time to add or delete items by mutual written agreement of duly authorized representatives of District and Awarded Vendor. Nothing in this Agreement shall preclude District from obtaining services from third parties or its own internal sources, including services substantially the same as or similar to the Services.

3. Performance. Awarded Vendor shall perform all Services in accordance with the highest standards of professional and ethical competence and integrity in Awarded Vendor’s industry and shall ensure that all employees assigned to perform any Services under this Agreement will conduct themselves in a manner consistent therewith. Awarded Vendor shall perform the Services in a diligent, prompt and professional manner by individuals with the necessary knowledge, skills, expertise and training to provide the Services. In performing the Services, Awarded Vendor shall comply with all applicable federal, state, local and foreign laws, statutes, regulations and orders and with all reasonable policies and procedures of District. Awarded Vendor shall provide District with reasonable access to persons performing Services under this Agreement and shall promptly replace any such person that District considers unfit or otherwise unsatisfactory. In the event that during the Term any employees of Awarded Vendor are physically located on District’s premises, Awarded Vendor shall cause such employees located on District’s premises to sign and deliver to District a confidentiality agreement reasonably acceptable to District.

4. District Service Representative(s). From time to time during the Term, District may designate to Awarded Vendor in writing one or more individuals as District’s representative(s) for the arrangement of all Services under this Agreement (the “District Service Representative(s)”). For so long as any written designation by District is in effect, Awarded Vendor shall take direction from and shall consult exclusively with the District Service Representative(s) in connection with the performance of Services under this Agreement; provided, however, that Awarded Vendor shall not take, or omit to take, any action at the direction of any District Service Representative(s) in contravention of the terms of this Agreement, unless such action or omission by Awarded Vendor is authorized in a written amendment to this Agreement signed by each of District and Awarded Vendor. Unless otherwise expressly agreed in writing by a duly authorized representative of District, the District Service Representative shall not have the authority to bind District to any amendment, modification, waiver, extension or renewal of this Agreement.

5. Fees and Payment.

5.1.1 The fee for each Service is as set forth on Schedule A. All amounts due pursuant to this Agreement shall be billed by Awarded Vendor quarterly in arrears. Amounts owed by District for the cost of Services shall be due after District's receipt and approval of an invoice for such Services from Awarded Vendor.

5.1.2 Awarded Vendor shall submit quarterly invoices to District in a form acceptable to District. Each invoice shall accurately describe in sufficient detail the actual Services performed, the printer ID, the location Service is performed, and the period of performance for Services rendered under this Agreement. The District shall be responsible for approving all invoices submitted by Awarded Vendor. Payment terms will begin once the latest correct invoice is received and approved by District.

5.1.3 Upon District's request, Awarded Vendor shall furnish to District such additional written reports concerning Awarded Vendor's activities under this Agreement as may be necessary or desirable for District to review Awarded Vendor's performance of Services under this Agreement or any of Awarded Vendor's invoices for such Services. Awarded Vendor shall maintain complete and accurate records with respect to all Services performed under this Agreement.

5.1.4 Awarded Vendor represents that the price charged to District for Services is at least as low as the price charged by Awarded Vendor to companies of a class similar to District under conditions similar to those specified in this Agreement. During the Term, Awarded Vendor shall ensure that the price charged to District for Services remains competitive with the price for similar services available to District from other service providers.

5.1.5 In addition to any right of setoff or recoupment provided or allowed by law, all amounts due Awarded Vendor, or any of its subsidiaries or affiliates shall be considered net of indebtedness or obligations of Awarded Vendor, or any of its subsidiaries or affiliates to District or any of its subsidiaries or affiliates, and District or any of its subsidiaries or affiliates may setoff against or recoup from any amounts due or to become due from Awarded Vendor, or any of its subsidiaries or affiliates to District or any of its subsidiaries or affiliates however and whenever arising.

5.1.6 For purposes of this Agreement, an "affiliate" of a party means any other company that controls, is controlled by, or is under common control with such party. For purposes of this definition, the term "control" means the ownership, directly or indirectly, of twenty percent (20%) or more of the capital or equity of a company or the ability, by voting securities, contract or otherwise, to elect a majority of the board of directors or other governing body of such company.

6. Warranties. Awarded Vendor warrants that the Services will comply with and conform to the specifications set forth in this Agreement and any other specifications or description furnished to or by Awarded Vendor. Awarded Vendor acknowledges that it is responsible for the accuracy, reliability, completeness, validity and timeliness of all Services to be provided under this Agreement. Awarded Vendor warrants that for all Services, Awarded Vendor shall have the expertise and resources necessary to provide the Services in accordance with this Agreement. Awarded Vendor warrants that all Services shall be provided in the time frames set forth in this Agreement and RFP.

7. Indemnification. Awarded Vendor agrees to indemnify and hold harmless District and its affiliates, and each of their respective directors, officers, employees and agents (collectively, the "District Indemnified Parties") from and against any and all loss, cost, liability, damage, penalty, fine, judgment, claim or expense (including actual attorneys' fees) incurred by or asserted against any of the District Indemnified Parties in connection with or arising from (a) Awarded Vendor's performance of or failure to perform the Services or any other obligations under this Agreement; (b) the breach by Awarded Vendor of any of its representations or warranties under this Agreement; (c) the infringement or alleged infringement by any Service of a third party's United States or foreign patent, copyright, trademark, trade secret or other intellectual property right; (d) the negligence or intentional wrongful act of Awarded Vendor, its employees or authorized subcontractors that causes injury to a person or damage to property; and/or (e) the failure of Awarded Vendor, its employees, subcontractors, agents, or representatives to comply with any applicable federal, state, local or foreign law, statute, regulation or ordinance.

8. Ownership of Materials. District shall have and retain all rights, title and interests, including all intellectual property rights, in and to all computer software and other products, and all documents, summaries, reports, analysis, studies or other materials created by Awarded Vendor in connection with, or pursuant to, this Agreement, including, but not limited to, all copyrightable works of original authorship (including computer programs, technical specifications and manuals), ideas, inventions (whether patentable or not), “know-how,” processes, compilations of information, trademarks and other intellectual property (collectively, the “Proprietary Materials”). All Proprietary Materials created by Awarded Vendor in connection with, or pursuant to, this Agreement are, and will be considered, “works made for hire” as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law, Awarded Vendor owns any intellectual property rights in such Proprietary Materials, Awarded Vendor hereby assigns to District all rights, title and interest in and to such Proprietary Materials. Awarded Vendor shall, at District’s expense, provide whatever assistance is reasonably required by District to perfect, secure, enforce or otherwise maintain its interests in all Proprietary Materials.

9. Insurance Requirements.

9.1.1 Awarded Vendor shall obtain and maintain during the Term, at Awarded Vendor’s sole expense, insurance coverage customary in the industry and as otherwise required by law or reasonably requested by District with such insurance carriers rated a A:VII by A.M. Best’s or equivalent, and in such amounts as are reasonably acceptable to District. At a minimum, such insurance coverage shall include:

Commercial General Liability Insurance on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 for any one occurrence, with a \$2,000,000 aggregate.

Automobile Liability Insurance covering any auto; whether owned, hired, or non-owned, in which the limit of liability for bodily injuries, including accidental death, and property damage shall be \$1,000,000.00 for any one occurrence, with a \$2,000,000 aggregate.

Crime – Employee Dishonesty coverage that includes negotiable securities, forgery, alterations, robbery, and burglary. \$1,000,000 each occurrence with \$2,000,000 aggregate.

Molestation/Sexual Abuse – Liability coverage \$1,000,000 each occurrence with a \$2,000,000 aggregate.

Standard Worker’s Compensation – Statutory Limits in the State of Michigan with Employers Liability limits of \$1,000,000 per accident or disease.

9.1.2 The District, its officers, officials, employees, and volunteers are to be covered as additional insured on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Awarded Vendor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Awarded Vendor’s insurance.

9.1.3 Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require that the Awarded Vendor purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.4 All such insurance policies will be primary in the event of any loss arising out of Awarded Vendor’s performance under this Agreement and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured. Awarded Vendor shall furnish to District certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Awarded Vendor and such certificates must provide that District shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. Awarded Vendor’s furnishing of certificates of insurance or purchase of insurance shall not release Awarded Vendor

of any of its obligations or liabilities under this Agreement. If Awarded Vendor shall fail to maintain any insurance required under this Agreement, District shall have the right to (but shall not be obligated to) procure such insurance and Awarded Vendor shall reimburse District on demand, for all actual costs and expenses of procuring such insurance.

10. Financial Condition of Awarded Vendor. Awarded Vendor represents and warrants to District as of the date of this Agreement, that it is not insolvent and is paying all debts as they become due; that it is in compliance with all loan covenants and other obligations; that all financial information provided by Awarded Vendor to District concerning Awarded Vendor is true and accurate; that such financial information fairly represents Awarded Vendor's financial condition; and that all financial statements of Awarded Vendor have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied. During the Term, Awarded Vendor shall permit District and its representatives to review Awarded Vendor's books and records concerning compliance with this Agreement and Awarded Vendor's overall financial condition and agrees to provide District with full and complete access to all such books and records for such purpose upon District's request. District will protect all financial information disclosed by Awarded Vendor under this Agreement by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the financial information as District uses to protect its own confidential information of a like nature. District will not disclose Awarded Vendor's financial information to third parties other than as necessary, in its reasonable opinion, to conduct any of the above stated purposes.

11. Required Consents. Any consents, approvals or amendments to existing agreements of Awarded Vendor necessary to allow Awarded Vendor to provide Services to District shall be obtained by Awarded Vendor at Awarded Vendor's cost.

12. Confidentiality. Awarded Vendor shall (a) keep all District Information confidential and disclose it only to those employees of Awarded Vendor who need to know such District Information in order for Awarded Vendor to perform the Services under this Agreement and (b) use District Information solely for the purpose of performing the Services under this Agreement. "District Information" means all information provided to Awarded Vendor by District or its representatives in connection with this Agreement, including without limitation, pricing and other terms of this Agreement, technical "know-how," specifications, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes, computer software and programs (including object code and source code), protocols, strategic business plans, results of testing, systems, financial information, product information, methods of operation, customer information, Awarded Vendor information and other compilations of data. District Information also includes any materials or information that contains, or is based on, any District Information, whether prepared by District, Awarded Vendor or any other person. Upon termination of this Agreement, Awarded Vendor shall return to District any District Information in Awarded Vendor's possession or under its control and shall not use District Information for its own, or any third party's benefit. Awarded Vendor's confidentiality obligations shall survive termination of this Agreement, for so long as the District Information remains confidential. Awarded Vendor agrees that, in addition to any other remedies that District may possess, District shall be entitled to seek injunctive or other equitable relief in the form of a preliminary and permanent injunction or other appropriate equitable remedies, in the event of an actual or threatened breach of these confidentiality obligations by Awarded Vendor.

13. Termination.

13.1.1 If either party fails to perform any of its material duties or obligations pursuant to this Agreement and such failure is not cured within fifteen (15) days after written notice to the defaulting party specifying the nature of such failure, the other party may immediately terminate this Agreement upon further written notice to the defaulting party. Notwithstanding the foregoing, District shall have the right to terminate this Agreement as to all or any Services at any time for any reason during the Term upon sixty (60) days' prior written notice to Awarded Vendor.

13.1.2 Upon (i) the expiration of this Agreement, or (ii) the termination of this Agreement pursuant to this Section 13, Awarded Vendor shall deliver to District all notes, data, memoranda, software and other materials constituting

work in progress and District shall pay to Awarded Vendor, in accordance with Section 5 of this Agreement, all costs and other sums owed by District to Awarded Vendor for Services actually performed through the date of such expiration or termination. Except for payment for such Services, District shall have no further liability or obligation to Awarded Vendor upon expiration or termination of this Agreement. The provisions of this Agreement relating to ownership, confidentiality and indemnification shall survive the expiration or termination of this Agreement.

14. Independent Contract Relationship. The relationship between District and Awarded Vendor under this Agreement is that of independent contract. Nothing in this Agreement shall be construed as creating a relationship between District and Awarded Vendor of joint ventures, partners, employer-employee, or agent. Neither party has the authority under this Agreement to create any obligations for the other party, or to bind the other party to any representation or document. Awarded Vendor will be responsible for all employees of Awarded Vendor that may provide Services to District. Personnel furnished by Awarded Vendor shall be and will remain Awarded Vendor's employees and under no circumstances are they to be considered District's employees or agents. Neither federal, state nor local income nor payroll tax of any kind shall be withheld or paid by District on behalf of Awarded Vendor or Awarded Vendor's employees. No employees of Awarded Vendor shall participate in any benefit of District, including health insurance, paid vacation or other benefit provided by District to its employees.

15. Entire Agreement. This Agreement (including all exhibits, schedules or other attachments hereto), Awarded Vendor's bid response, and District's RFP constitute the complete and exclusive statement of the terms of the agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, promises, and arrangements, oral or written, between the parties with respect to the subject matter hereof and thereof. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In the event of any conflict between the terms of this Agreement and the terms of District's RFP, the terms of this Agreement shall control.

16. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by duly authorized representatives both of the parties.

17. Third Parties. Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon or give any person other than the parties and their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement.

18. Expenses. Except as otherwise expressly provided in this Agreement, each party shall pay its own fees and expenses (including, without limitation, the fees of any attorneys, accountants, investment bankers or others engaged by such party) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the transactions contemplated hereby.

19. Notices. All notices, consents, waivers and other communications required or permitted under this Agreement shall be sufficiently given for all purposes hereunder if in writing and (a) hand delivered, (b) sent by certified or registered mail, return receipt requested and proper postage prepaid, (c) sent by a nationally recognized overnight courier service, or (d) sent by facsimile, in each case to the address or facsimile number and to the attention of the person (by name or title) or to such other address and to the attention of such other person as a party may designate by written notice to the other party:

The date of giving of any such notice, consent, waiver or other communication shall be (i) the date of delivery if hand delivered, (ii) the date of receipt for certified or registered mail, (iii) the day after delivery to the overnight courier service if sent thereby, and (iv) the date of facsimile transmission on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

20. Public Announcements. Neither party shall make, or cause to be made, any press release or public announcement with respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of a duly authorized representative of the

other party unless otherwise required by law, and the parties shall cooperate as to the timing and contents of any such press release, public announcement or communication.

21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that neither party shall assign any of its rights or delegate any of its obligations under this Agreement without the express prior written consent of the other party (signed by a duly authorized representative of such party), except that District may assign and/or delegate any or all of its rights and obligations under this Agreement without the written consent of Awarded Vendor to: (a) one or more affiliates of District, (b) an entity which acquires all or substantially all of the assets of District; or (c) to any successor in a merger or acquisition involving District. Any purported assignment of rights or delegation of obligations in violation of this Section, whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or otherwise, is void. Awarded Vendor may assign its claims for money under this Agreement as collateral security for indebtedness of Awarded Vendor, but District shall not be required to pay the assignee until District receives written notice of the assignment, a true copy of the assignment and a release from Awarded Vendor reasonably acceptable to District. Any such assignment shall not prohibit District from enforcing its rights against Awarded Vendor or the assignee, including, without limitation, District's rights to setoff and recoupment under this Agreement, all of which rights of District against Awarded Vendor or assignee are senior to any rights of such assignee.

22. Subcontracting. Awarded Vendor shall not subcontract any of its duties or obligations under this Agreement without the express prior written consent of a duly authorized representative of District. In the event District consents to Awarded Vendor's subcontracting of any of the work under this Agreement, and as a condition to such consent, Awarded Vendor shall provide District with written evidence that the subcontractor agrees to be bound by all of the terms and conditions set forth in this Agreement. Awarded Vendor remains fully liable for any work subcontracted under this Agreement.

23. Construction. Captions, titles and headings to articles, sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. All references in this Agreement to a "party" or "parties" refer to the parties signing this Agreement. All defined terms and phrases used in this Agreement are equally applicable to both the singular and plural forms of such terms. Nouns and pronouns will be deemed to refer to the masculine, feminine or neuter, singular and plural, as the identity of the person or persons may in the context require. The term "person" as used in this Agreement means an individual, firm, corporation, partnership, limited partnership, limited liability company, limited liability partnership, association, estate, trust, pension or profit-sharing plan, or any other entity, including any governmental entity.

24. Cumulative Remedies. The rights and remedies of the parties under this Agreement are cumulative and not alternative and are in addition to any other right or remedy set forth in any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

25. Waiver. Neither any failure nor any delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by a duly authorized representative of the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

26. Severability. In the event that a court or arbitral body of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect, and the application of such invalid, illegal or unenforceable provision to persons or circumstances other than those as to which it is held

invalid, illegal or unenforceable shall be valid and be enforced to the fullest extent permitted by law. To the extent permitted by applicable law, each party waives any provision of law that renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

27. Further Assurances. After the execution and delivery of this Agreement, and without receiving any additional consideration, each party and its officers and directors shall execute and deliver any further legal instruments and perform any acts that that are or may become necessary or desirable to carry out the purposes of this Agreement.

28. Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

29. Enforceability. This Agreement has been duly executed and delivered by an authorized representative of each party and constitutes the legal, valid and binding obligation of each party, enforceable against each party in accordance with its terms.

30. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement shall become effective when one or more counterparts have been executed by each of the parties and delivered to the other party. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

31. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts-of-law principles that would require the application of any other law. Subject to the arbitration provisions of Section 32, the parties consent to the exclusive jurisdiction of the appropriate federal court in the U.S. District Court for the Eastern District of Michigan, Southern Division or of the state courts in Macomb County, Michigan for any legal or equitable action or proceeding arising out of, or in connection with, this Agreement. Awarded Vendor and District specifically waives any and all objections to venue in such courts.

32. Waiver of Jury Trial. AWARDED VENDOR AND DISTRICT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. AWARDED VENDOR AND DISTRICT, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement dated as of the first date above written.

[AWARDED VENDOR]
By: _____
Name: _____
Title: _____
Date: _____

CHIPPEWA VALLEY SCHOOLS
By: _____
Name: _____
Title: _____
Date: _____

MASTER SERVICES AGREEMENT

SCHEDULE A

INSERT DESCRIPTION OF SERVICES WITH CONTRACT PRICING. ONE PAGE MAXIMUM.

Attachment 7: Buyers Lab – Key Point Intelligence Reports

Bidder to provide most recent written edition of Buyers Lab – Key Point Intelligence Report for every Printer model proposed. Make sure the report includes all the key specifications of the printer(s).

Attachment 8: Financial Dashboard

Bidder to Provide the Below Financial Information in a clearly defined and identifiable attachment.

- Debt-to-Equity Ratio – 2014 and 2019
- Operating Margin – 2014 and 2019
- Customer base diversification –percentages of various industries 2014 and 2019
- Ownership - over the past 5 years
- Independent Auditor’s Report – 2014 and 2019
- Current Cash Flow Statement, divided into the following main parts:
 - Operating Activities
 - Investing Activities
 - Financing Activities
- Management’s Discussion and Analysis of Financial Condition (MD&A) – 2014 and 2019
- Current Organization Chart