



Olathe Public Schools, USD #233
Business & Finance - Procurement
14160 S. Black Bob Rd
Olathe, KS 66062
913.780.8045

REQUEST FOR PROPOSALS

Multi-Functional Devices and Managed Print Services

| | |
|-------------------------------|----------------------|
| REQUEST NUMBER | 22-025 |
| DATE OF ISSUANCE | May 10, 2022 |
| RESPONSE DEADLINE DATE | June 8, 2022 |
| TIME | 2:00 P.M. CST |

Questions regarding this request should be directed to:

Ryan Floy, Senior Buyer
Business & Financial Services
(913) 780-8020
rmfloy@olatheschools.org

| | |
|---------------------------------------|--|
| Company Submitting Information | |
| Authorized Agent/Bidder | |
| e-mail address | |
| Phone Number | |

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SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 GENERAL

Olathe Public Schools USD 233 (or the “District” or “OPS” or “Lead Public Agency”) on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is issuing this Request for Proposals (RFP) for the purpose of receiving proposals to enter into a multi-year Master Agreement for **Multi-Functional Devices and Managed Print Services** (herein “Products and Services”) through GovMVMPT Purchasing Cooperative. Interested vendors (also herein referred to as “Contractors” or “Suppliers”) will execute and submit all information in accordance with these instructions and the applicable provisions of the specifications.

Proposers or potential proposers accessing this document from the District’s eProcurement website at www.publicpurchase.com/ are responsible for accessing and acknowledging any questions/answers and/or addenda, if issued. NOTE: While automatic notifications of questions/answers and addenda are provided to registered/interested proposers, it is the proposer’s responsibility to access any addenda issued. Proposals received by the District that do not include acknowledgement of addenda are submitted at Proposer’s risk and may be rejected.

1-2 GOVMVMT PURCHASING COOPERATIVE

GovMVMPT Purchasing Cooperative (herein “GovMVMPT”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agency”) The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1-3 INNOVATIVE GOVERNMENT SERVICES ASSOCIATION

Innovative Government Services Association (IGSA) is designed to provide best-in-class competitively bid contracts to public and nonprofit agencies and organizations. The founders have a long history of providing successful programs and services in these sectors and founded IGSA to continue the non-profit mission of providing value-added programs and services while giving back to the communities that we live and work in.

GovMVMPT is IGSA’s premier national cooperative purchasing program designed exclusively for public agencies and nonprofits.

1-4 PARTICIPATING PUBLIC AGENCIES

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payments, etc.

The Lead Public Agency is acting as “Contracting Agency” for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency. Participating Public Agency releases Lead Public Agency, GovMVMPT, and any other Participating Public Agencies, including their respective agents, directors, employees or representatives from any acts, liabilities, damages, etc., incurred by Participating Public Agency.

Use of the Master Agreement by any Public Agency is preceded by their registration with GovMVMPT as a Participating Public Agency in the GovMVMPT Purchasing Cooperative program.

Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public

Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA is attached as Attachment C, Exhibit D.

By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMVT, whether pursuant to the terms of the MICPA or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between Supplier and the Lead Public Agency will be the same as that available to Participating Public Agencies through GovMVMVT.

1-5 MARKETING SUPPORT

GOVMVMT provides marketing support for each Supplier's products through the following:

Sales and marketing personnel that directly promote the GOVMVMT Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.

GOVMVMT provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through GOVMVMT.

1-6 MULTIPLE AWARDS

Multiple awards may be issued as a result of this solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The Lead Public Agency reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple awards, primary, secondary, and tertiary, whichever is in the best interest of the Lead Public Agency and Participating Public Agencies as a result of this solicitation.

1-7 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

Other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposals and provides the best overall value will be eligible for a contract award. GOVMVMT reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1-8 INTRODUCTION

Olathe Public Schools USD #233 is a K-12 public education entity formed in 1965 serving more than 30,000 students in Johnson County, Kansas and is the 2nd largest school district in the State. The District is made up of thirty-six (36) elementary schools, ten (10) middle schools, five (5) high schools, and eight (8) specialty educational facilities. The District's Board of Education Office is located at 14160 S. Black Bob Rd. in Olathe, KS. These fifty-five (55) educational facilities, combined with eleven (11) support facilities, comprise nearly 5.1 million square feet of space, employing more than 5,400 certified and classified staff.

The District is considered a leader among school districts in the State of Kansas and has tremendous community support, with a core value of continuous improvement and life-long learning. The District desires a relationship with a contractor that will assist in maintaining this status within the community. It is the objective of the District that Multi-Function Devices and Manage Print Services be provided by the

Contractor at the highest quality, with superior customer service, and at a very cost-effective and competitive price point.

1-9 SCOPE OF WORK

The Olathe Public Schools USD #233 is soliciting proposals from qualified vendors for a complete line of lease or purchase multifunction devices, manage print services, and other related services, solutions, and offerings. The objective of the District is to provide comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies; Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies; Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals; Combine the volumes of Participating Public Agencies to achieve cost effective pricing; Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems; Provide Participating Public Agencies with environmentally responsible products and services.

Suppliers are to propose the broadest possible selection of Products and Services they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services, and solutions to meet their various needs. Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following:

- **Multifunctional Devices** - The complete catalog of products, accessories, and supplies available from the Supplier; including but not limited to wide format, high production, fax, printers, and scanners for lease or purchase.
- **Manage Print Services** - Supplier to provide outsourced management for a fleet of devices to include initial assessment, ongoing optimization of device deployment to maximize productivity and reduce costs, life-cycle management of devices, device repair and maintenance, supplies replenishment and proactive supplies replenishment, help desk support, on-site technical support, education and end-user training, real time hard copy fleet usage monitoring and reporting, formalized reporting on operations, and any other services required for the management of print services.
- **Related Products, Services and Solutions** - The complete range of Products, Services, and Solutions such as analysis, inventory control, planning, software solutions, network solutions, third party integration related to the purchase or lease of items, fleet management, overflow printing services, legal document services or any other Products, Services and Solutions offered by Supplier.

The Proposer should thoroughly review the Specifications and Requirements (Section 3), all other sections of this document, and related attachments to ensure a full understanding of this request for proposals and what the Contractor's responsibilities and obligations will be.

1-10 SUBMISSION OF PROPOSALS

- a. Sealed electronic proposals for **Multi-Function Devices and Managed Print Services** will be received until **June 8, 2022, 2:00 PM CST**, noted in the general information section of the solicitation displayed on the eProcurement website at www.publicpurchase.com/, at which time the responses will be publicly unsealed/opened and only the proposer names read aloud. Submission of electronic responses after the specified due date/time is not possible. Proposals of any other format received after the exact time specified for receipt will not be considered. ***The District ensures the identification, security, and***

confidentiality of electronically submitted bids and proposals and they remain effectively unopened until the proper date and time.

- b. **Proposals shall be submitted electronically via the eProcurement website at www.publicpurchase.com/. All proposals received in this manner are SEALED and are automatically time and date stamped. A facsimile or e-mail response to this Request for Proposals does **NOT** meet the requirement of a sealed bid and will **NOT** be accepted.** Alternatively, sealed hard copy proposals may be received at the place designated within the bid solicitation and by the due date/time noted. (14160 S. Black Bob Rd., Olathe, KS 66062 – Procurement Office).
- c. Proposals must be submitted in accordance with the electronic formats provided in the eProcurement website and must be acknowledged and electronically submitted by a person authorized to commit Proposer to extend an offer. Any alterations or corrections by the Proposer must be completed prior to the Due Date/Time and require additional acknowledgement and submittal.
- d. Proposals may be edited/withdrawn at any time prior to the scheduled closing time for receipt of proposals.
- e. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals for one hundred eighty (180) days after opening, however **the District reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the District.**
- f. Any time District Offices are closed unexpectedly, or the eProcurement website experiences a significant outage within two (2) hour(s) prior to the bid deadline, the District may elect to delay or reschedule any opening, pre-proposal conference, or other meeting or event related to this Request for Proposals. Such changes in schedule will be communicated as soon as reasonably possible via notification through www.publicpurchase.com/, and Proposers are responsible for making themselves aware of updates to rescheduled dates/times.

1-11 METHOD OF ORDERING

The District may use three (3) different methods of placing orders from the final contract. Purchase Orders (POs); Blanket Purchase Orders (BPOs); and approved District procurement cards.

- a. A Blanket Purchase Order may be issued to the Contractor on behalf of the District for a single year term of the agreement. The BPO indicates that sufficient funds have been encumbered for the term of the agreement. Each BPO will cite a specific period of time and will indicate the authorized PO number to be used any District department has to place an order or for the Contractor to bill/invoice against. No specific dollar amount or limitation will be indicated on the BPO.
- b. A Purchase Order may be issued to the Contractor on behalf of the District for items or services covered under the contract. An issued PO will become part of the resulting contract if it is for items or services covered under the contract but not executed as part of the original agreement. The PO indicates that sufficient funds have been encumbered for the items or services being requested and will indicated a specific dollar amount or limitation.
- c. Procurement card orders, for consumable items and/or other services, and payments may also be made by District procurement card. District procurement cards are currently Visa cards. Contractors are encouraged to accept this method of payment.

- d. Regardless of the method of ordering used, solely the contract, or any amendment thereof, will govern performance time and dates. Performance under this contract is not to begin until receipt of a Purchase Order or other notification to proceed by an authorized District representative. Purchase Requisitions shall not be used for placing orders.

1-12 PRICING

- a. Except as otherwise provided, proposal prices must be firm and based on the units specified. The proposal price shall include everything necessary for the execution and completion of the Agreement including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as may be otherwise provided in the Agreement. Prices quoted on the proposal form shall include all freight and/or delivery charges, if applicable. In the event of a discrepancy between the unit price and the total price, the unit price will govern, and the total price will be adjusted accordingly. Proposer's agreement and submittal of information/pricing on the proposal site guarantees that prices have not been arrived at through collusion with other eligible proposers and without effort to preclude the District from obtaining the lowest possible competitive prices. The proposal price shall not include any allowance for Kansas State sales or use tax.
- b. Prices shall remain firm for the first year of the Agreement. A price adjustment may be made once each year thereafter, provided the Proposer, in the District's judgment, supplies adequate documentation, and is due to material increases not tied to profit margin. Requests for such adjustments must be submitted in writing at least one hundred twenty (120) days prior to the last day of the current term of the Agreement. Approval to adjust the price(s) must be granted by the District in writing before adjustments will become effective. The Contractor agrees to reduce the Agreement purchase price at any time during the life of this Agreement if the Bidder sells to any Kansas State public agency or political subdivision at prices less than those set forth in this Agreement.
- c. The District will evaluate the total price for the basic requirements with any option(s) exercised at the time of award. Evaluation of option(s) will not obligate the District to exercise the options(s).
- d. The District may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is materially unbalanced when it is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work.

1-13 DELIVERY AND FREIGHT REQUIREMENTS

- a. When applicable, and unless otherwise specified, proposal response must be on the basis of F.O.B. Destination, prepaid and allowed. Requests for additional compensation for freight or delivery charges will be rejected by the District unless specifically identified on the proposal form and agreed to by the District.
- b. When applicable, and unless otherwise specified in the Request for Proposals, delivery at the earliest possible date is desired; therefore, weighted consideration may be given to the earliest date as stated by the Proposer in its proposal. Proposer will state, in calendar days, the time required to make delivery after receipt of an Agreement or purchase order. Failure to make delivery within the time specified may be cause for the District to cancel the Agreement or purchase order and to make the purchase on the open market with any cost in excess of the Agreement amount to be paid by the Proposer. Failure of the vendor to meet contract delivery dates may also be cause for removal from the District's bid list.

1-14 SUBCONTRACTORS

When applicable, names and addresses of all proposed subcontractors (if any) shall be submitted with the proposal response. Failure to provide this information may be grounds for rejection of the proposal. The District reserves the right to approve or reject the Proposer's subcontractor(s) at the District's discretion without recourse by the Proposer, and Proposer shall be responsible for any subcontractor activities as if furnishing the services themselves.

- a. Awarded Contractor(s) can engage Authorized Dealers to provide Products and/or Services. In the event an Awarded Contractor elects to use Authorized Dealers in the performance of the specifications, the Awarded Contractor shall serve as the primary Contractor and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement and any Addendum and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.
- b. Authorized Dealers shall have the ability to accept Orders from Lead Public Agency/Participating Agencies and invoice them directly. Authorized Dealers shall be expected to stay current with Awarded Contractor(s) products, pricing, master agreement, and addendum requirements.
- c. The Lead Public Agency reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Awarded Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of the Lead Public Agency and/or each Participating Agency as to whether they will utilize the Authorized Dealers as approved by the Lead Public Agency or work directly through the Awarded Contractor(s).
- d. Awarded Contractor(s) shall send notice to the Lead Public Agency and affected Participating Agencies within three (3) calendar days of engaging or removing an Authorized Dealer from their list during any term of the Agreement. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead Public Agency, upon recommendation from the Participating Agency(s), to either remove the Authorized dealer from the Agreement, or in the case of multiple branch locations in one state/region, remove the Dealer from the location in which they are not in compliance.

1-15 INTERPRETATION, CORRECTIONS, OR CHANGES

Proposers requesting any interpretations or clarifications of this document or any related addenda shall direct those questions in writing **as soon as possible** via the Questions section within the solicitation on the eProcurement website **by no later than the date and time established and noted within the solicitation as posted on <https://www.publicpurchase.com/>**.

QUESTIONS MUST BE SUBMITTED NO LATER THAN May 19, 2022 - 5:00 PM CST. Responses to questions will be posted in the RFP's Questions/Answer section as soon as possible after submittal, and addenda will be posted as applicable.

The Procurement Office is the **FIRST AND ONLY** point of contact on all matters related to the procedures and scope associated with this Request for Proposals. If additional information is needed from any source, the District's Procurement office will work with the Proposer and with the various offices of the District to gather that information.

Proposers shall make no contact, written or verbal, with District personnel, USD 233 Board of Education members, the District's legal counsel, or the District's Superintendent during the period beginning with the issuance of this document through approval of award. Any attempt by a Proposer to influence District personnel may be grounds to disqualify the Proposer from participation in the selection process of this

Request for Proposals. The exception to this involves companies already performing services for the District, allowing for discussions necessary for completion of the existing contracts only.

Any interpretation, correction, or change in the Request for Proposals will be made electronically on the PublicPurchase.com website and/or by formal addenda issued by the Procurement Office and must be acknowledged by Proposer. Interpretations, corrections, or changes to the Request for Proposals allegedly made in any other manner will not be binding and no Proposer may rely upon any such interpretation, correction, or change.

1-16 PRE-PROPOSAL MEETING

A virtual meeting with interested Proposers will be held at **10 a.m. CST, Tuesday, May 17**, via MS Teams/Zoom/etc. This conference will enable Proposers to request clarification of any questions they have related to the scope of services. Failure to attend this conference is at the Proposers risk. **Contractors interested in attending should RSVP to District Procurement staff by end of business the day before the meeting to ensure arrangements can be made and an invitation to attend virtually will be provided by the District.**

1-17 PROPOSER'S REPRESENTATION

By submission of a proposal, Proposer represents that it has examined the Agreement documents and made an examination of the site or otherwise satisfied itself completely as to the provisions of the Agreement documents and site conditions, areas, and quantities, where applicable.

1-18 QUALIFICATIONS OF PROPOSER(S)

Upon request by the District, the apparent successful Proposer(s) shall furnish documentation satisfactory to the District which confirms qualification requirements. Any conviction for a criminal or civil offense that indicates a lack of business integrity of business honesty which currently, seriously, and directly affects responsibility as a state contractor must be disclosed. This is to include (a) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (c) conviction under state or federal antitrust statutes; and (d) any other offense to be serious and compelling as to affect responsibility as a state contractor (see K.S.A. 75-37,103).

1-19 BASIS OF AWARD(S)

This Request for Proposal is being utilized for competitive negotiation. The District shall make the award(s) to the responsive and responsible Proposer(s) whose proposal(s) will be most advantageous to the District, in the District's sole discretion, with respect to price, conformance to the specifications, quality, and other factors as evaluated by the District. The District shall not in any event be required or constrained to award the Agreement(s) to the Proposer(s) proposing the lowest price(s). Nor shall the District be required to make any award whatsoever. The District may award Agreement(s) on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer's best terms from a cost and technical standpoint.

1-20 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal in writing to the District's Assistant Director of Business and Finance – Procurement. An appeal alleging irregularities or improprieties during the procurement process must be received by the Assistant Director within five working days after the award is made (approved by the Board of Education), must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Assistant Director to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

1-21 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this Request for Proposals is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the District's Procurement office, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided for by law.

1-22 ORDER OF PRECEDENCE

To the extent that this Request for Proposal's terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) Instructions to Proposers; 2) District General Terms and Conditions; 3) State of Kansas Department of Administration DA-146a (Rev. 06-12) Contractual Provisions Attachment; and 4) Specifications and Requirements.

1-23 RECORD OF PURCHASES

Contractor must provide a record of all items ordered and/or services rendered under the Agreement. The Contractor must provide the District's Procurement Office with a "usage" report of services rendered, items ordered, quantities, and pricing, on a quarterly basis, unless otherwise negotiated. This usage report must include invoice numbers and be sent to the District's point of contact for the Agreement.

1-24 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) years, commencing upon the date of execution by the District. The term of this agreement may, if mutually agreed upon in writing, be extended by a three (3) year term, followed by a two (2) year term, provided written notice of each extension is given to the Proposer at least one hundred twenty (120) days prior to the expiration date of such term or extension, for a total possible contract term of 10 years. In the event funding approval is not obtained by the District, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response. Paragraph 2-2 outlines the minimum requirements for the preparation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals document, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days.

2-2 RFP RESPONSE REQUIREMENTS

- A. Response: The proposal response shall be **filled out as completely and concisely as possible**, responding to all questions and information requested in Section 3, and all Exhibits and Attachments (GovMVMTPurchasing Cooperative requirements) as well as uploading any required documentation and supporting materials or acknowledgements. All Proposals must be organized in the order requested to allow for easy reference. Responses shall be entered and submitted by an official who has full authority to enter into an Agreement. Proposers who review the specifications of this RFP but are not interested in providing a response may indicate this by returning a response of **"No Bid."**
- B. Cover Letter: Provide an introduction to the Company and include an expression of the Company's ability and desire to meet the requirements of the RFP. The letter will indicate the principal or officer of the Offeror organization who will be the District's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.
- C. Executive Summary: Briefly describe the Company's approach to meeting the District's requirements as outlined in the RFP, indicate any major requirements that cannot be met, and highlight the major features of the Proposal. Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include, but not be limited to, direct experience with local government and K-12 implementations. The Offerors record should reflect from the date of this RFP a minimum of five (5) years of contiguous experience in work of a similar nature and magnitude to that being proposed. Relevant experience must be associated with projects completed not more than one year prior to the date of this RFP. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the Executive Summary.
- D. Financial Stability: Provide evidence of company's financial status and stability. Offeror must provide detailed, audited income statements and balance sheets from four of the most recent reporting periods.
- E. Attachments: Provide any additional supporting/sample documentation on forms provided or in proposal Response.
- F. References: Provide the District a listing of all Missouri and/or Kansas school districts for which the company currently provides MFD and MPS solutions. The Company shall additionally provide the District a listing of all public-school clients who have discontinued service in the past five years due to poor/non-performance, if applicable.

Provide three (3) current client references for whom you provide services related to MFD and MPS solutions similar to those the District is seeking. Include at least one contact for a contract currently in force with a school district similar in size and population to Olathe Public Schools. Please provide the name of the organization, the size of the organization, years of service, and contact information. **(See Attachment D – QUALIFICATIONS AND REFERENCES FORM)**

- G. Insurance: In addition to the General Requirements specified in Section 6-10. e, Proposer shall include evidence of existing insurance coverages consistent with those specified under Contractor’s Insurance in Section 6-10.
- H. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document, provided however, that proposed exceptions to the Form DA-146a Contractual Provisions Attachment shall NOT be binding on the District and shall NOT be incorporated into the final agreement. Add any comments about the project of concern to the Proposer.
- I. Product Incentives: Offeror may elect to provide a narrative description for any incentive program offerings in Section 3 of the Specifications and Requirements.
- J. Required Submittals: Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.

Offerors will include:

| SUBMITTAL | RFP LOCATION/DOCUMENT REFERENCE |
|---|--|
| Cover Letter | 2-2. RFP RESPONSE REQUIREMENTS - B |
| Executive Summary | 2-2. RFP RESPONSE REQUIREMENTS - C |
| Financial Stability | 2-2. RFP RESPONSE REQUIREMENTS - D |
| References | 2-2. RFP RESPONSE REQUIREMENTS - F |
| Insurance | 2-2. RFP RESPONSE REQUIREMENTS - G |
| Proposer Exceptions | 2-2. RFP RESPONSE REQUIREMENTS - H |
| Product Incentives | 2-2. RFP RESPONSE REQUIREMENTS - I |
| Cost Proposal | Attachment A & B |
| MFD Technical Specifications | Attachment A-1 |
| Questionnaire for National Consideration | Attachment C: GovMVMT– Exhibit A |
| Supplier Response: Section A: Item 1 Section B: Items 1 – 11 Section C: Items 1 – 11 Section D: Items 1 – 12 Section E: Item 1 | Attachment C: GovMVMT– Exhibit B |
| Administration Agreement | Attachment C: GovMVMT– Exhibit C |
| Federal Funds Contract Provisions | Attachment C: GovMVMT– Exhibit F |
| FEMA (Federal Emergency Management Agency) Special Conditions | Attachment C: GovMVMT– Exhibit F |
| New Jersey Business Compliance – Attachments 1- 7 | Attachment C: GovMVMT– Exhibit G |

2-3 RFP TIMELINE

- A. The following is the **anticipated** RFP timeline. Missed dates may result in rejection of proposals. The District will provide answers, in the form of posted responses in the RFP’s Questions section online, and/or Addenda if required, to all questions submitted in writing prior to the date below.

| TARGET DATE | ACTIVITY | RESPONSIBLE |
|----------------------------|---|------------------------|
| May 10, 2022 | Issuance of RFP | Olathe Public Schools |
| May 17, 2022 | Pre-Proposal Virtual Meeting | Olathe Public Schools |
| May 19, 2022 - 5:00 PM CST | Deadline for submission of questions or clarifications | RFP Recipients |
| May 23, 2022 | Final question responses &/or Addenda posted | Olathe Public Schools |
| June 8, 2022 2:00 PM CST | Written proposals due | RFP Recipients |
| June, 2022 | Evaluation of proposals complete/Selection of Finalists | Olathe Public Schools |
| June, 2022 | Advanced/On-Site/Detailed Demonstrations???? | Selected RFP Finalists |
| June 28, 2022 | Anticipated: Evaluation of Finalists complete | Olathe Public Schools |
| July 7, 2022 | Potential Contract Award Board of Education Approval | Olathe Public Schools |

SECTION 3 - SPECIFICATIONS & REQUIREMENTS

3-1 GENERAL BACKGROUND

The Olathe Public Schools USD #233 is soliciting proposals from qualified vendors for a complete line of lease or purchase multifunction devices, manage print services, and other related services, solutions, and offerings. The objective of the District is to Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies; Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies; Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals; Combine the volumes of Participating Public Agencies to achieve cost effective pricing; Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems; Provide Participating Public Agencies with environmentally responsible products and services.

Suppliers are to propose the broadest possible selection of Products and Services they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services, and solutions to meet their various needs. Suppliers should have demonstrated experience in providing and installing the Products and Services as defined this RFP, including but not limited to the following:

- **Multifunctional Devices** - The complete catalog of products, accessories, and supplies available from the Supplier; including but not limited to wide format, high production, fax, printers, and scanners for lease or purchase.
- **Manage Print Services** - Supplier to provide outsourced management for a fleet of devices to include initial assessment, ongoing optimization of device deployment to maximize productivity and reduce costs, life-cycle management of devices, device repair and maintenance, supplies replenishment and proactive supplies replenishment, help desk support, on-site technical support, education and end-user training, real time hard copy fleet usage monitoring and reporting, formalized reporting on operations, and any other services required for the management of print services.
- **Related Products, Services and Solutions** - The complete range of Products, Services, and Solutions such as analysis, inventory control, planning, software solutions, network solutions, third party integration related to the purchase or lease of items, fleet management, overflow printing services, legal document services or any other Products, Services and Solutions offered by Supplier.

The Proposer should thoroughly review the Specifications and Requirements (Section 3), all other sections of this document, and related attachments to ensure a full understanding of this request for proposals and what the Contractor's responsibilities and obligations will be.

3-2 MFD/MPS PROGRAM BACKGROUND AND OVERVIEW

The District has had an MFD lease and maintenance agreement in place for approximately 15 years for its MFD fleet as well as an MPS agreement for most of its desktop printer fleet. Average MFD volume for FY22 was approximately 4.1 million impressions (impressions/pages/prints/clicks/copies) per month [3.5 million Black & White; 560K Color] or 49.2 million impressions annually [42 million Black & White; 6.7 million Color]. The District MFD/copier/MPS device fleet is comprised mainly of devices in the segments listed below, for use in offices, designated copy rooms, and administrative sites throughout the District (60 buildings, including schools, alternative education sites, and support facilities). The District centrally manages and

funds the MFD/copier/MPS program. MFD's and MPS devices are allocated to schools based on level – elementary, middle school, and high school.

- A. The District MFD Fleet and MPS Devices are a complete turn-key solution providing all MFDs and related equipment (integrated and standalone), support, maintenance, supplies, software, related services, and solutions. Software solutions include: NSI AutoStore 6.x for document capture and workflow automation; RightFax 11.x for FoIP; Equitrac Office 4.x for cost accounting and secure print management; and Ricoh @ Remote Enterprise Pro with @ Remote connector for diagnostics, configuration, monitoring, and reporting. District employees require the ability to walk up to an MFD to release secured print jobs, perform copy, scan (to email) and fax functions (where applicable). With more than 400 devices, it is essential to have a very reliable, well-maintained MFD/MPS fleet that is easy to operate.

As of April 2022, the District leases the following MFD/MPS devices under a single, co-terminus agreement and also operates an MPS agreement for District owned devices:

| Make | Model | Quantity |
|-------|-----------------|----------|
| Ricoh | MP2555ASP | 7 |
| Ricoh | MP5055SP | 31 |
| Ricoh | MP6055SP | 46 |
| Ricoh | MP6503SP 417917 | 25 |
| Ricoh | MP9003_SP | 1 |
| Ricoh | MPC3504EX | 47 |
| Ricoh | MPC4504 | 3 |
| Ricoh | MPC4504EX | 18 |
| Ricoh | P502 | 3 |
| Ricoh | PC600 | 89 |
| Ricoh | SP4520DN | 160 |

- B. Graphics Communications is included in this scope of work and is responsible for Production Print operations provided to District schools, departments, and support buildings. Typical documents produced by Graphics Communications include:
- a. Books, booklets, and manuals of various types, sizes, and bindings (Stapled, Saddle Stitched, GBC and Coil Bound)
 - b. Miscellaneous student assignments, worksheets, reports, fliers, forms ,etc.
 - c. Newsletters
 - d. Variable Data Printing (custom letters, postcards, other mailings and addressing)

In FY22 Graphics Communications produced approximately 2.3 million impressions per month [2.2 million Black & White; 85K Color], or 28 million impressions annually [27.1 million Black & White; 1.01 million Color].

| Make | Model | Quantity |
|-------|-----------|----------|
| Ricoh | PRO8210 | 5 |
| Ricoh | PRO8310 | 1 |
| Ricoh | PROC5200S | 1 |
| Ricoh | PROC7210X | 1 |

3-3 STATEMENT OF REQUIREMENTS

The District approach to IT architecture maximizes the return on investments and emphasizes and ensures reliability, scalability, and security, while promoting standards-based acquisition that can be adapted across the enterprise. The District promotes smart technologies that can both improve the efficient performance and reduce the energy consumed when the device is in an inactive state. The strategy includes the use of virtualization through consolidation for most pre-production environments. The District operates a central, enterprise-wide technology infrastructure that includes communication networks, server and client platforms, operating systems, software, databases, enterprise email and messaging systems, (i.e., office productivity, collaboration), document imaging platform, storage platform, and other supporting software and tools (i.e., middleware integration, security, system management, and performance monitoring) to implement and support line of business applications. In addition, the technology infrastructure is the base for providing essential services (i.e., authentication, storage, file sharing, network addressing, directory, remote access, etc.) that are necessary to implement technology solutions that address validated business and technical requirements and allow for efficient integration of additional infrastructure services and new technologies into the enterprise.

A. MFD Hardware Requirements

Hardware is the very core of any MFD Fleet therefore it is desired that each device should be capable of connecting to a TCP/IP network, be reliable, easy to use, intuitive, and perform all industry standard functions including print (duplex output required), copy, scan, and fax (over phone line or IP). Uptime is important therefore key performance indicators such as: average time between failures, number of impressions between scheduled maintenance, recommended monthly volume, and the like should be discussed. True concurrency/multi-tasking across all functions simultaneously is desired and should be explained in detail (explain job interrupt feature also). Offeror advertised print/copy/scan/fax speeds may be tested for accuracy including through all attached finisher and optional components, so known discrepancies should be indicated and explained by offeror in the technical response. Industry awards from BERTL (Business Equipment Research and Test Laboratories), BLI (Buyers Laboratory Inc.), and the like should be cited.

Convenience feature such as hot-swappable toner and replacement of paper while engine is running are desired. Security is essential therefore a data overwrite feature for devices equipped with non-volatile memory should be available. Noise level is also a concern and solutions offered should meet the following dB (A) SPL requirements; <40 dB (A) SPL standby, <65 dB (A) SPL continuous run, <75 dB (A) SPL peek. In addition, each MFD should be capable of the following minimum requirements:

- a. **Network** – Each MFD base unit should comply with Institute of Electrical and Electronics Engineers (IEEE) 802 standards, be Simple Network Management Protocol (SNMP V. 2 and above) manageable and support the following protocols: Transmission Control Protocol/Internet Protocol (TCP/IP) (Preferred), System Network Architecture (SNA and SNA/3270), Internet Packet Exchange (IPX), Simple Network Management Protocol (SNMP), and Apple Talk. Each device should be compatible category 5/5e/6/6a copper Unshielded Twisted Pair (UTP) and Screened Twisted Pair (SCTP) cable, 8 Position 8 Contact (8P8C aka RJ45) Ethernet connector, and Siemens 3 and 4 (or similar) outlet modular

- faceplates with color-coded inserts to identify the media being used in each outlet (voice and data are terminated at the same faceplate).
- b. **Print** –All MFD must be capable of and defaulted to duplex printing. Required minimum resolution is >1200x1200 dpi. Finisher requirements are covered later in this section. Further print requirements include:
 - i. Drivers – Should be bi-directional supporting; Microsoft Windows 10 64-bit, Mac OS 10.15x. Driver must communicate with MFD and allow District users all available finishing options whether printing direct or through a follow you/me print solution.
 - ii. Page Description Language (PDL) – Should support auto switching within the document for PCL 5/5e/6, PostScript 3, PDF, and TIFF.
 - iii. Host Interfaces – Should include 100BaseT/1000BaseTX. Options for Gigabit Ethernet, IEEE 802.11 a/b/g/n, Bluetooth, IEEE 1394 are a plus.
 - iv. Network Protocol – Should encompass IPv4, IPv6, and Raw IP (Port 9100).
 - c. **Scan** – This feature is crucial as public entities move toward electronic documents for; paper forms replacement, records retention, document management, and creation of workflows to automate once cumbersome, inefficient, manual processes. Software (covered later) will play a major role in maximizing the capabilities of these network attached MFD's. Standard scan capabilities should include color and/or grayscale documents through the >100 sheet Automatic Document Feeder (ADF) capable of 13-32 lb. mixed size originals in a single batch ranging from 5.5" x 8.5" to 8.5" x 14" at >1200x1200 dpi; Originals scanned from the platen will range in size up to 11" x 17" and may include hardbound books >3" thick; Devices capable of 2-sided scanning in a single pass are highly favored. Scan documents must be capable of being saved as PDF or TIFF format to a file server or sent to an email address.
 - d. **Copy** – This feature is crucial to many where paper output is still a requirement. Standard copy capabilities should include True Stackless/Trayless Duplexing and Scan Once Print Many (SOPM) of color and /or grayscale documents through the >100 sheet Automatic Document Feeder (ADF) capable of 13-32 lb. mixed size originals in a single batch ranging from 5.5" x 8.5" to 8.5" x 14" at >600 x 600 dpi in quantities from 1-999; Originals copied from the platen will range in size up to 11" x 17" and may include hardbound books >3" thick; Reduction and enlargement features should include variable zoom from 25% - 400%, auto reduction and enlargement to fit selected paper size, and user presets; Other features such as; auto size sensing, auto paper select, auto tray switching and output to 1:1, 1:2, 2:1, and 2:2 should be included.
 - e. **Fax** – This option should allow for sending and/or receiving faxes over IP, and capable of sending and/or receiving at >200 x 200 dpi; store >100 pages in memory; >20 speed dials; store incoming fax(es) or output to paper; and store transmission report(s) or output to paper. Function should be compatible with analog and integrated or third-party IP based solutions.
 - f. **Control Panel** – Ergonomics is paramount. The user interface should be user friendly, have a consistent look and feel across fleet with large easy to read buttons (preferable backlit). A high-resolution color touch screen with intuitive navigation menu that can be customizable and allow for third-party software integration and display customization is highly favored. An optional built-in or external keyboard is a plus.

- g. **Paper Trays** – At a minimum MFD segments 3-6 should have a standard capacity of >2000 sheets with customer adjustable trays accepting #10 envelopes, paper types from plain to cardstock and virgin -100% recycled content, paper sizes from 5.5" x 8.5" to 11" x 17" and paper weights from 16 lb. - 110 lb. (16-34 lb. through standard trays and up to 110 lb. through the bypass tray). Intelligent tray switching and the ability to load paper while job is running are desired.
- h. **Finisher** – Standard built-in or add-on finisher should be capable of collating >250 sheets and Stapling >50 sheets. Advanced Finishers with features such as >100 sheet stapler, 2 and 3 hole-punching, folding, saddle-stitch booklet-making, and post process insertion should be available for segment 4-6 devices.
- i. **Optional High-Capacity Paper Tray** – In addition to the standard built-in paper trays an optional high-capacity paper tray/deck/feeder with a >2000 sheet capacity should be available for MFD's in segments 4-6.

B. MFD Software

Software unlocks the true capability of the MFD's while enabling them to be easily administered from anywhere on the network and therefore is a key component to the MFD Fleet. Cost accounting, print management, workflow automation, diagnostics, configuration, monitoring, reporting solutions, and security features such as data overwrite should be addressed. Scanning software should accommodate scanning to a variety of image/document management applications. Print drivers and solutions offered should be compatible with current District IT standards. All data will become the sole property of the District when the contract is terminated or renewed. All solutions implemented should be architected to allow for high availability, load balancing, clustering, and failover capability to permit operational continuity and negate or minimize end-user/enterprise solution downtime. Currently the District places all software solutions behind an F5 load balancer for high-availability and failover therefor all software should be fully supported.

Software Licenses: must be clearly defined as to the use rights. Unless otherwise negotiated, the County assumes a non-exclusive, perpetual use of any licenses purchased, independent of maintenance, services, and or support agreements. The District will not lease licenses except under "Software as a Service" arrangements that include external hosting.

Software Maintenance: if any, must be calculated from a clearly defined basis and be an optional purchase at the District's discretion. Routine updates, fixes, or patches shall be included within the base license and shall not be subject to a separate maintenance contract. Unless otherwise negotiated, the District assumes the maintenance basis to be the net price dollar amount of nonexclusive, perpetual use licenses times the annual maintenance percentage amount, not to exceed 15%, and due in advance of the period covered on an annual or quarterly basis. Any software customizations not covered in the maintenance terms must be clearly identified by the Vendor.

Upgrades, Updates and Patches: The Vendor shall make available to the District at no additional charge all upgrades and patches to the software as they are released so long as the District is currently under the Vendor's software maintenance agreement. If the District opts to take advantage of the patch or updated version, the Vendor shall install and support it under the onsite maintenance agreement. Upgrades and patches will be applied in accordance with District's change management procedures.

- a. **Cost Accounting and Print Management** – There are several reasons the District desires to continue using an enterprise cost accounting and print management solution from; secure print release to rules-based routing, cost cutting to charge back, and productivity to waste reduction to name a few. The solution should be cost effective, robust, and easy to use. Reporting capabilities should include: detailed and summary (dashboard) level, historical data by day, week, month, quarter, year, and lifetime, activity by - date, device, user, department, function, document name/origin, output media, destination, page count, cost, and top 10 user defined custom reports. Solution should be capable of; tracking MFD usage (and potentially existing print device), authentication from MFD to AD/LDAP via HID Proximity Card Reader and manual logon, ability to physically release secure print job(s) from any MFD via HID Proximity Card and manual logon, ability to set quota by user, device, department/billing code, option for popup message informing user of print cost then automatically or with user intervention redirect print jobs to lower cost devices. Potentially integrate with District’s ERP solution. While an agent component may exist the very core of the solutions functionality should be agentless.
- b. **Document Capture and Workflow Automation** – While it is the District’s desire to remain with NSi AutoStore/SMARTicket/AutoCapture the proposed solution should be a centrally managed, transactional based, document capture workflow automation tool accommodating scanning to a variety of image/document management applications including the District’s current versions of: SharePoint Online, 64bit version of Windows Server 2016 AD environment, E-Mail (Outlook 2019), Desktop (64bit versions of Windows 10), and RightFax 11. Scan options should include: Optical Character Recognition (OCR) to PDF (version 1.6+, format PFD/A and PDF/H are desired) TIFF, MS Office 2019 formats, encryption and decryption, auto redaction, form recognition, barcode and image processing, and use of existing PKI/Certificate (digitally sign and encrypt) for secure email transport from MFD is a huge plus. Solution should be capable of; ability to customize MFD control panel based on user authentication, automation of forms processing, redirect incoming faxes to department and user level network folder or email account and sending email notification of received fax with hyperlink to document location.
- c. **RightFax** – Present a plan to integrate existing RightFax software (version 11.x) with each MFD as part of a holistic solution to assist the District in its environmental initiatives and reduce spending. Where possible, POTS lines should be converted to DID’s but a totally IP based solution would be ideal. Present a plan to integrate RightFax with transactional based document capture and workflow automation tool accessible from the display panel of the MFD via the Scan function.
- d. **Monitoring, Reporting, Diagnostics, and Configuration** – It is mandatory the fleet be proactively monitored by an intelligent, real-time solution to mitigate real or potential fleet related issues (supplies, maintenance, repairs, etc.), trigger creation of a trouble ticket, notify and dispatch Offeror support staff (located on-site is preferred). Contractor will install such software, provide access and end user training for District staff, as necessary. Reporting capabilities should allow high level (dashboard would be nice) as well as very detailed reports (i.e., performance metrics, customer satisfaction, performance trends, variance between the reported measures and actual performance standards, etc.) and offer output to a verity of formats, i.e., Word, Excel, PDF, HTML, XML. As fleet issues arise ideally, they would be remotely diagnosed and resolved where possible. When MFD configuration requirements and directives change, a

centrally managed solution that can quickly and easily push changes to the fleet wins out over having to physically visit each device. The preferred solution would encompass all areas in a single, cost effective, easy to use, unified software package.

C. MFD Service and Support

Provide their turnkey service and support solution to the District. Offeror will be the focal point for all service-related calls. Level and quality of service are paramount and service improvements should be made continuously in line with the District's long-term vision and goals. Furthermore, understanding the District's expectations in terms of level of service versus service provided and striving to meet these expectations must be an ongoing mission. Documented policy should be linked to clearly defined processes and procedures and made available upon request. Support Engineers should receive continuous and relevant training, perform regular brain dump/knowledge transfer sessions, and proactively keep abreast current service bulletins/patches/fixes etc., to better serve the District. Established support levels should be clearly defined and communicated. Open and honest communication is a key to a good relationship and should be actively practiced.

The District reserves the right to have Vendor staff replaced if their work is unsatisfactory; or if their behavior is perceived disruptive to our work environment; or if a staff member becomes ill; or if the assigned individual is no longer suitable for the assigned tasks; or if for any other reasons the assigned work tasks are terminated. The District will not assume any responsibility or liability for personnel actions taken by the Vendor should such a replacement be required.

D. Account Management

Basic account management should include: regular management reviews of support history and open support requests, priority handling for feature requests submitted to Offeror, monthly reporting on support issues, case history, and established metrics, Technical Account Manager on-site a minimum of twice a month, and full-time professional services resource providing coordination, communication, and technical consultation services until issues are resolved. Offerors should present their plan for; long-term customer support and satisfaction strategy, measuring and reporting customer (District employees) satisfaction, implementing a service request escalation and issue resolution process, and a plan for identifying, implementing, and measuring business process improvements. The District desires timely access to all Offeror records related to the contract awarded.

E. Fleet Transition

Offeror is solely responsible for all planning and activities surrounding and related to the transition from the District's existing MFD fleet to the Offerors proposed solution. Offeror should have complete solution implemented within two (2) months of contract award. Offeror will continually interface and coordinate with District and existing vendor to completion. Removal of existing MFD fleet must be concurrent with the installation of new/upgraded solutions and be done in an environmentally responsible manner. Software solution should be in place before hardware is rolled out. All devices must be clearly labeled to show the Offerors; support phone number, offerors supply order phone number, and manufacture serial number. No cost will be incurred by the District for any/all related fleet transition planning and activities. A detailed, easy to read plan must be presented free of ambiguity describing how this is to happen.

F. Service Level Agreement

Submit a Service Level Agreement (SLA) describing in minute details the services and service level(s) being offered (provide evidence and detailed results of SLA for like sized organization). MFD solution uptime should remain at >98% during District hours of operation. Uptime is defined as simultaneous full functionality of all features/functions in implemented solution. Offeror should describe in detail how uptime will be calculated, recorded, and reported.

G. Response and Restoration of Service

For purposes of this RFP *Response Time* is defined as the amount of time taken between service request submission and time for technician to be on-site end user contact providing them with the following: service request/ticket reference number, estimated time to restoration, brief synopsis of action taken if any, and collection of additional information as necessary. *Restoration of Service* is defined as returning a device or system to its full operational state. Web and phone support should be offered as needed 24 hours a day, seven days a week. On-site support shall be provided from 7 a.m. to 6 p.m. weekdays, excluding District holidays, with overlapping shifts to provide maximum staffing during the hours of 8 a.m. – 5 p.m. is required. Offeror will accept and provide the same Response and Restoration of Service times for service requests submitted via web, email, phone, written, and verbally. Response time within two (2) business hours and Restoration of Service within four (4) clock hours of service request submittal should be guaranteed. If Response and/or Restoration of Service are not achieved within these specified times the entire monthly cost of the MFD and associated components and/or solutions will be credited to the District's MFD Program account at the District's discretion. The end user should remain informed and receive regular updates.

H. Support Staff

Furnish the appropriate level of on-site, in-field, and remote support staffs to ensure the District's needs are met. Offeror personnel are to comply with all applicable District policies. Offeror on-site personnel dedicated to serving and supporting the District are to devote their full-time, attention, and efforts to the District and no other entities. Offeror must provide adequate Support Staff to backfill planned or unplanned personnel outages. It is preferred that much of the support staff remains static to foster a synergistic working relationship among the Offeror and District employees. The Offerors staff must determine if the problem is hardware, software, or network, etc. related and immediately coordinate the dispatch of the appropriate service organization and rule out all Offeror solutions before engaging the District's IT Staff. Support Staff expected duties include but are not limited to:

- a. Receive and action service requests while in the field via e-mail to an Offeror provided mobile device and be equipped to receive voice, email, text, and hard copy where available/applicable.
- b. Monitor and action device alerts, response/restoration of service time and equipment uptime. Provide report by machine for all service actions as requested by District.
- c. Physically visit each MFD at least every two weeks and perform a comprehensive inspection, preventative care and maintenance as needed.

- d. While visiting the MFD, Offeror Support Staff will meet with site contact(s) to understand specific support issues, training needs, and other requirements then communicate findings to the proper District representative(s).
- e. Provide same day (emergency or otherwise) supply deliveries and installation as needed.
- f. Deliver, unpack, and install all goods and services. This includes, but is not limited to, the following: checking the equipment for proper operation, loading paper, and/or supplies, enabling network connectivity, removing all shipping materials and disposing of /recycling applicable materials.
- g. Perform key-op training for all HW/SW solutions.
- h. Provide as needed, comprehensive product training to all District personnel to include: walk-up, network, desktop client functions. Describe measures for ensuring all end users are properly trained on solutions implemented.
- i. Offeror will work with the District to provide, install, and configure all relative software (drivers, etc.) throughout the life of the contract.
- j. Manage equipment moves for the life of the contract.
- k. Maintain monthly, 100% accurate equipment inventory list to include the following information: make, model, serial number, IP address, network share name, street address, floor, suite/office number, room number, city, zip code, install date, District department name, customer focal point – name/telephone number, meter read, number or service calls, and percentage of uptime. Electronic report output formats should include PDF, XML, XLSX, DOCX, etc. as specified by the District.
- l. Other duties as assigned.

I. Maintenance and Supplies

Provide turnkey maintenance and supplies (including preventative and scheduled, and emergency) solution to the District. It is desired that frequently used field replacement units (FRU's) and supplies shall be identified and stored at District facilities identified for storage at no cost to the District. Offeror will be solely responsible for all service, supplies, maintenance, repair, upgrade, and replacement of solutions implemented. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary to complete the work; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; (d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient and economical method possible while maintaining a high level of customer service and satisfaction and to the satisfaction of an authorized District representative. Offeror will describe in detail how maintenance, repair, upgrade, and replacement have been successfully provided to a like-sized organization and provide evidence. Offeror must provide service credits (device and paper) at the District's discretion for impressions made during maintenance and service calls.

J. Education, Training, and Communication

There is a perpetual need in all three areas therefore, Offeror will be solely responsible for all education, training, and communication of solutions provided by the Offeror. Likewise, the Offeror will: (a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary; (b) furnish all materials, supplies, and equipment specified; and required; (c) provide and perform all necessary labor; (d) provide all equipment operation training as specified, and (e) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction at no cost and to the satisfaction of an authorized District representative.

To keep the training relevant to the ultimate look-and-feel of the system as well as fresh as possible and still accommodate the necessary number of sessions, it is expected that training will not begin until after preliminary system acceptance and before cut-over, but in no case will begin longer than 60 days prior to the scheduled "go live" date. The District shall provide space sufficient for conducting the training and housing and securing the training equipment. The Vendor shall be responsible for providing sufficient training materials and take-away documents such as user manuals and user guides/"quick reference guides" to adequately perform the initial training and provide follow-up reference material for the trainees.

It is currently estimated that several separate training sessions will be required to accomplish the above. The District will work with and assist the Vendor in the scheduling of the training program. To support the ongoing training requirements for the District, it is expected that the Vendor will conduct Train-the-Trainer sessions. If the system go-live date is significantly delayed due to the Vendor's actions or faults, any repeat training sessions as determined by the District must be performed at no cost to the District.

Explain in detail how education, training, and communication have been successfully provided to a like-sized organization, providing evidence of such. Explain in detail the proposed education, training, and communication solution, including, policy, process, and procedures. Examples should include use of District auditoriums (or the like) for large scale instructional and hands-on training to District IT Analyst(s) and solutions for training the District user community to include on-site training. Training will occur throughout the life of the contract therefore pre and post implementation training should be addressed as well.

K. Defective Equipment

In the District's judgment, if equipment is deemed unsatisfactory, a "lemon", is not completely operational (all equipped functions working simultaneously), or out of service for more than two business days, the Offeror will replace such equipment (hardware or software) with the same or better, including all services and materials necessary to restore all functionality at no cost to the District. The District has the right to inspect replacement equipment and deem it satisfactory or unsatisfactory. If replacement equipment is ever deemed unsatisfactory, a lemon or is not completely operational providing the same functionality as the original for more than two business days, the Offeror at no cost to the District will continue to replace all associated equipment with 100% new unused equipment (used, rebuilt, refurbished, remanufactured, newly manufactured, factory produced new model equipment and the like are not acceptable) of similar or greater capabilities until restoration of all functionality is deemed satisfactory by an authorized District representative.

L. Technology Refresh

Technology Refresh is defined as the introduction of a 100% new hardware in any class/category by the successful Offeror after the initial placement of equipment under this contract. The District reserves the right at its sole discretion to invoke this clause at any point in time during the contract period and have the successful Offeror replace the existing hardware with the new product (to include installation, integration, and deemed satisfactory by authorized District agent) at no additional cost to the District. The successful Offeror should include with the bid documents what the provisions of their Technology Refresh clause will include. Successful Offerors who offer a Technology Refresh Clause that ensures the District will have the most recent hardware at its disposal during the entire length of the contract period will be more favorably considered in the award process. (Please note that all software upgrades that do not necessitate corresponding hardware upgrades will be automatically provided by the successful Vendor in a timely fashion (<1 month after release) at no cost to the District.) There will be a Technology Refresh at the end of each contract period should the District decide to renew/extend the contract, at which point the Offeror has up to three (3) months to refresh the entire fleet. If new models become publicly available within the first year of contract and are intended to replace or succeed models the District is currently leasing, the District has the right to replace any/all older models with the new model at no additional charge.

M. System Documentation

The Vendor will supply as dictated by and at the District's request in a timely fashion, documentation in printed and/or electronic format (i.e. latest version of MS Word/Excel/Project/Visio/etc., PDF, or other format at the District's option). The proposed solution must include complete documentation including, at a minimum:

- a. **Technical Documentation:** Describe the technical architecture, capabilities, and specifications of the solution as installed, configured, and customized. The technical documentation must include information regarding the relational database design (data dictionary), record or table layouts, file schemas and use of application programs interfaces (API's), program description, report manual and the like. A detailed Visio diagram encompassing the entire solution and dependencies will be kept up-to-date and always made available. The Offeror must compile and provide to the District complete documentation for all hardware, COTS, and customized components of the solution environment.
- b. **Systems Administration Documentation:** Describe the steps and procedures necessary to operate the solution as installed, configured, and customized including a detailed troubleshooting guide to resolve any conceivable solution related issues. It must include information relating to procedures for system start-up and shut down, batch job submission procedures, security procedures, table maintenance procedures, etc.
- c. **User Documentation:** Describe the operation of the products, as installed, configured, and customized from an end user perspective. The documentation must cover sign-on and signoff sequences, menu operation, screen descriptions, means of invoking online help facilities, report generation, etc., and must be targeted to specific user groups.
- d. The Vendor shall, at no additional charge to the District, provide updated Technical, System Administrator, and User documentation when major system changes or updates occur such as Versions or Releases. Documentation will be provided in electronic format with permission for the District to distribute internally as needed. All new versions and releases must be accompanied by a document clearly explaining the new functionality, features, corrections, etc., addressed by the release or version.

- e. The Vendor shall, at no additional charge to the District, provide documentation for any system configurations and integrations. Any content within the documentation which is considered proprietary in nature shall be so marked.
- f. The Vendor shall be responsible for maintaining all documentation for the solution(s) implemented on an ongoing basis.

N. Environmental Initiatives

Discuss how the offering will help the District in its environmental initiatives, specifically sighting the differences between the existing solution and Offerors proposed solution. Indicate special recognition or industry awards received in this area. Suggested items to address include: Green design; Environmental benefits; Waste generated (packaging and consumables); Offerors are required to provide and easy to use ink/toner recycling program at no charge; General recycling efforts; Use of recycled paper (30-100%); Carbon footprint; Environmental Impact tracking software; ENERGY STAR qualified; Energy consumption/Power modes; ISO 14001; Electronic records retention for life of contract.

O. Security

Two main areas of focus are personnel and implemented solutions.

- a. **Personnel** - The Offeror will provide proof and results of background checks (email or hard copy to an authorized OPS representative) at the Offerors expense for Offeror and Offeror related personnel who work on any OPS site. (SEE EXHIBIT 3) Background checks should be performed annually and include:
 - i. Social Security Number (SSN) – Trace and Verification
 - ii. US Department of Treasury – SDN List and OFAC Sanctions Program
 - iii. US Department of Justice – National Sex Offender Registry
 - iv. Criminal Records – Felony conviction in last ten (10) years
 - v. Drug screening – OPS is a Drug Free Zone
- b. **Solutions** - Hardware, software, and network security is an ongoing requirement. Documents with privacy requirements need to remain private. Describe how the proposed solution will ensure OPS is never compromised as a direct/indirect result of implementation. All Equipment that does not have data overwrite software (DOS) installed will need to have the hard drive removed and returned to the designated OPS representative for destruction. OPS desires a certificate of destruction for all memory devices when removed from OPS Equipment. Indicate special recognition or industry awards received in this area. Also note that all real or potential security vulnerabilities must be reported to OPS and rectified ASAP. Suggested items to address include:
 - i. IEEE certifications
 - ii. HIPAA/FERPA compliance
 - iii. Data encryption
 - iv. Access control
 - v. Data overwrite feature
 - vi. Fax and network security
 - vii. Audit trail
 - viii. Use of existing PKI for secure email transport from MFD

P. Equipment Lease

Purchase orders for lease of MFD's, elected accessories and software will be initiated by OPS. Authorized users will lease at the monthly lease price of any additional features. Equipment lease acquisition plans shall include full maintenance, all parts, including but not limited to, drums, and all supplies including toner, color toner(s), developer, color developer(s) and staple wire, excluding paper. Lease agreements terms established by issuance of a purchase order shall be effective on the date the equipment is accepted, ready for use, and shall continue for the lease period. Automatic renewals of the lease agreement are prohibited. OPS may elect to renew an existing lease agreement for one-year. OPS reserves the right to cancel and terminate any lease orders, in part or in whole, for MFD non-performance (Section 3 – Specifications & Requirements, 3-4, I) or if funding is withdrawn, without penalty.

Q. Equipment Purchase

Purchase orders for Equipment purchase and elected accessories will be initiated by OPS. OPS may issue a purchase order for maintenance and supplies which will be invoiced for maintenance of MFD's purchased under this acquisition plan and shall include full maintenance, all parts including, but not limited to, drums, and all supplies including toner, color toner(s), developer, color developer(s), and staple wire, excluding paper. A separate manufacturer's maintenance agreement shall not be used since this contract and the authorized user's purchase order will constitute the complete agreement. Annual maintenance agreements will be established by issuance of a purchase order and shall be effective on the date the machine(s) is accepted and ready for use. Maintenance agreements will be co-terminous with the end of each fiscal year. Automatic renewals of the maintenance agreement by the Contractor shall not be accepted. Contractor shall notify in writing to the ordering agency a renewal proposal 90 days prior to expiration. One-year renewals of maintenance agreements (which include supplies and maintenance) in the subsequent years after expiration of this contract and all subsequent renewals of the original contract may be entered into at the agreement of OPS and the Contractor. Contractor shall notify in writing to the OPS designated point of contact a renewal proposal 90 days prior to expiration. OPS shall notify the Contractor by execution of a purchase order to renew for a one-year period. Automatic renewals are prohibited. OPS reserves the right to cancel and terminate any resulting maintenance agreements orders, in part or in whole, at any time without penalty.

R. Delivery and Installation

Delivery and installation will be scheduled at least twenty-four hours in advance with the OPS MFD Program Administrator. OPS will provide proper electrical outlet, pre-tested active network drop and cabling if required, and phone lines for faxing if required. The Contractor shall perform complete installation and verify operation of all equipment upon delivery. At the time of installation of a connected MFD, the MFD shall be installed to a standalone configuration. The Contractor shall provide drivers and software/firmware needed to load to the network.

S. Service and Maintenance Support

The Contractor shall have a service organization capability which includes but is not limited to the following:

- a. **Qualified service/repair personnel:** Service representatives shall be full-time employees of the Contractor or designated by the Contractor as their full-time authorized representative. Service representatives shall be factory-trained technicians. All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the

manufacturer to perform such services. The District reserves the right to require proof of certification at any time during the term of the contract.

- b. **Repair parts:** Defective parts may only be replaced by new OEM parts if exist or are still manufactured; no refurbished, remanufactured, surplus parts or the like will be used.
- c. Contractor shall provide a toll-free number for service/maintenance requests. Individual OPS sites will call the designated toll-free number to request service. OPS prefers a designated person for all service requests.
- d. Offeror shall include any web interface currently in place for placing and tracking service requests, to include status of requests, parts ordered, etc.
- e. **Service response times:** Response to requests for service shall be made within 4 working hours of notification by the agency during normal working hours of 7:30 A.M. to 4:30 P.M. Monday through Friday, excluding District holidays. The 4-hour response times apply to service requiring a technician on site of the Equipment needing repair.
- f. Repairs to solutions implemented shall be completed within 12 working hours from first notification by OPS. Contractor must have a local parts depot fully stocked to meet this requirement. If Contractor is unable to fully restore device to proper working order the entire monthly cost of the device will be credited to the appropriate OPS account affected by the outage.
- g. **Excessive downtime:** MFD's including all accessories and software furnished under the contract shall be capable of continuous operation. Should the MFD's, any accessories, or software become inoperable for a period of 16 consecutive working hours, the Contractor shall, at the agency's option, provide, at no charge, a loaner MFD or accessory of equal capability of non-performing piece of equipment.
- h. Full maintenance shall be included in the charge for all lease MFD's and shall be available on all MFD's purchased outright. Full maintenance shall include preventative maintenance, all parts including, but not limited to, drums, and labor. (cross reference Section 3 – Specifications & Requirements 3-3, S.b)
- i. **Maintenance Term:** Maintenance agreements established by issuance of a purchase order shall be effective on the date the machine(s) is accepted, ready for use, and shall continue for a twelve-month period or less depending on the date of installation to coincide with the fiscal year (ending June 30th).
- j. Preventative/scheduled maintenance (PM) shall be based on the specific needs of individual machines as determined by the Manufacturer. The Contractor shall schedule regular preventative maintenance (PM) service calls during the summer months (when school is not in session), or as otherwise determined by the agency. Scheduled PM calls will not be considered downtime. The PM calls shall include, but not be limited to, routine cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Preventative/scheduled maintenance shall be performed in accordance with the manufacturer's recommendations.
- k. **Service Logs:** A service log shall be included with each machine. Make, model number, and date of installation shall be recorded by the Contractor. Thereafter the agency shall maintain and complete the log each time service is requested, including on-site responses and Phone-line support. The log shall list the issue/problem, response time, cause of breakdown, downtime, and time for repairs and the resolution. In the case of an on-site service response

the contractor's representative shall sign the log when service has been completed and the log shall be countersigned by the person in the agency designated as in charge of that particular MFD. Preventative Maintenance performed shall also be maintained in this log. Should the cause of the service call be determined by mutual consent to be an operator error, misuse, or abuse by the agency it shall be recorded under the resolution section of the log. This log will serve as a basis to resolve any complaint of excessive downtime, slow response to service calls and or request to cancel a rental agreement prior to expiration.

T. Billing and Invoicing

Billing will not begin until the last unit is in place, working satisfactorily, and approved via signature by an authorized District representative. Offeror shall include the following options in its proposal: Options for monthly, quarterly, and annual invoicing; Option for annual billing to coincide with fiscal year. Offeror shall offer detailed and summary billing. Detailed invoices shall include purchase order numbers, location, model numbers, serial numbers, base charge, invoice number, contract lease number for all equipment and/or services corresponding to the summary bill. Grand total on detail invoice shall match the total summary bill. Summary billing shall include company address, remit to address, purchase order number and/or contract number, period of coverage, invoice number, invoice date, number of machines and grand total for all equipment and/or services corresponding to the detail bill. Contractor shall work with OPS to organize summary invoices to meet OPS requirements.

Contractor shall designate one billing point of contact for OPS. Invoices sent shall be accurate, clearly marked, easy to read, and include separate detailed line items for: hardware, software, labor/support, services, summarized, and supplies. Hardware line items for each model should include the following columns: unit description, number of units, price per unit, and total price. Similarly, software, labor/support, services, and supplies should be broken out into detailed columns. The invoice should also include a grand total of all solutions purchased. It should be clear and easy to determine what is being paid for.

Contractor shall provide an itemized amortization schedule at lease inception, and then annually no later than June 30th, and as equipment is added or removed. Contractor agrees to make continued efforts to automate this process with OPS's current and future systems. Failure to comply could mean delay of, or non-payment of invoice without recourse to the Contractor. The parties agree to work in good faith to resolve disputed amounts on invoices within sixty (60) days of notification by OPS. The parties agree to meet within thirty (30) days of contract award to develop a mutually agreeable plan for billing dispute resolution. OPS will not pay late charges on disputed invoices. OPS will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. OPS must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice. Contractor shall invoice maintenance and lease bills in the fiscal year to which the service was provided.

3-4 TECHNICAL SPECIFICATIONS AND DEFINITIONS

A. MFD Configuration

- a. **Desktop:** The dimensions, weight, or design of this type of equipment allow it to be supported by a desk or optional stand.
- b. **Console:** The dimensions, weight, or design of this type of equipment prohibit desktop support; consequently, these units are free-standing and feature built-in consoles.

B. Paper Weights

The MFD bid in each benchmark shall be able to run, at a minimum, up to the paper weights listed in both paper weights and by-pass/paper weights respectively. There are several types of paper classifications. If a bidder's MFD specification sheets states paper weights in a different classification that the benchmarks a determination of equivalence or exceeds shall occur. Below are some examples for benchmarks that require higher than 20lb. Bond paper weights for standard drawers/trays or cassettes the MFD shall at a minimum be able to accept that weight in at least one standard drawers/trays or cassettes.

| Benchmark | Bond Paper | Book/Offset | Cover | Index |
|--------------|------------|-------------|-------|--------|
| 20lb. Bond | 20lb. | 50lb. | 28lb. | 42lb. |
| 24lb. Bond | 24lb. | 60lb. | 33lb. | 50lb. |
| 28lb. Bond | 28lb. | 70lb. | 39lb. | 58lb. |
| 32lb. Bond | 32lb. | 80lb. | 45lb. | 67lb. |
| 42lb. Bond | 42lb. | 110lb. | 60lb. | 90lb. |
| 110lb. Index | 53lb. | 135lb. | 74lb. | 110lb. |

C. Memory

MFD's bid in the connected acquisition plan benchmarks, the specified minimum memory requirements can be satisfied by controller memory, by a combination of controller memory and a presence of a hard drive.

D. Accessories

Contractors are encouraged to provide pricing for all possible accessories available for MFD's bid beyond minimum benchmark requirements. Accessories are not mandatory for bidding.

E. Scanner

Color Digital (required on segment 3-6 Equipment).

F. Scan Once/Print Many

In copying mode, each original is scanned just once and stored in memory. Multiple copies are then made from the image stored in memory.

G. Paper Capacity

The maximum amount of paper each drawer, tray or cassette holds when using the paper sources (drawers, trays, or cassettes) of that benchmark requirement, excluding bypass.

H. Automatic Duplexing

This means the MFD can automatically produce two-sided copies; the user does not have to manually reload one-sided copies into the machine to copy the second side. Machines with this feature may be equipped with automatic document feeders that enable the production of two-sided copies from single-sided originals (1:2), two-sided copies from two-sided originals (2:2) and single-sided copies from two-sided originals (2:1). Document feeders that provide two-to-two capability are referred to as RADFs (Reversing Automatic Document Feeders), RDHs (Recirculating Document Handlers), RDFs (Recirculating Document Feeders), UDH (Universal Document Handler) or RSADFs (Recirculating Semiautomatic Document Feeders). All Equipment will default to automatic duplex.

I. Machine Performance

- a. **Equipment Purchase Plans:** This clause shall apply to purchased Equipment during the first 5 years of ownership. Equipment must have been continuously covered by a maintenance contract pursuant to this contract. Equipment shall be required to operate satisfactorily and produce acceptable copy quality at a 90% effectiveness level during any month of a five-year period beginning at acceptance. The effectiveness level for a MFD shall be computed by dividing the total productive time by the sum of that time plus the machine failure downtime. The MFD failure rate shall not average more than two (2) malfunctions (breakdowns) per month, requiring service by Contractor, for the highest monthly volume (the manufacturer's maximum recommended monthly volume) recommended in the benchmark range. Machines which develop a trend of requiring an excessive number of service calls (6 service calls in a three-month period) shall be reported by OPS for review for compliance with this provision. Service calls will be counted in this timeframe due to machine malfunction only, not operator error or preventative maintenance calls. If the Contractor fails to comply with the performance requirements of this paragraph, within the first year shall replace the noncompliant machine with a new machine matching all requirements of the benchmark including the manufacturing status of the machine awarded under this contract. During years two-five the Contractor shall replace the non-complaint machine with a machine having equal or greater features and equal or less operating cycles ("click count").
- b. **Lease Plans:** The MFD shall be required to operate satisfactorily and produce acceptable copy quality at a 90% effectiveness level during any month during the leased agreement. The effectiveness level for a MFD shall be computed by dividing the total productive time by the sum of that time plus the machine failure downtime. The MFD failure rate shall not average more than two (2) malfunctions (breakdowns) per month, requiring contractor corrections, for the highest monthly volume (the manufacturer's maximum recommended monthly volume) recommended in the benchmark range. Machines which develop a trend of requiring an excessive number of service calls (6 service calls in a three-month period) shall be reported by OPS for review for compliance with this provision. Service calls will be counted in this timeframe due to machine malfunction only, not operator error, or preventative maintenance calls. If the Contractor fails to comply with the performance requirements of this paragraph, the Contractor shall replace the non-complaint machine with a new machine matching all requirements of that benchmark. Failure to replace the machine when required by this paragraph will result in the order being cancelled, machine being immediately removed from the ordering entities' premises at the contractor's cost, and no penalty charges being assessed.

3-5 IMPLEMENTATION WORK PLAN AND PROJECT MANAGEMENT

The Contractor will provide the District with a revised Project Implementation Plan showing the approach, level of effort, task list and breakdown structure, major milestones, and time to completion. The Work Plan, Milestones, and Deliverables will include a Delivery/Completion Schedule that clearly identifies the deliverables and the time of delivery. The work plan should address implementation of each of the subsequent proposed phases of the project. The Contractor must submit its Work Plan as a Gantt Chart utilizing Microsoft Project or comparable product, itemizing all tasks as appropriate. The Contractor must also prepare a formal risk management plan for this project as part of this task. The Contractor will assist the District in identifying and evaluating existing business processes. The new solution will be implemented based on the identified processes and the Contractor when/where necessary will provide alternative processes or solutions to work around the existing process in the new solution. The Contractor will provide formal weekly updates on project status to the authorized District representatives. Such updates shall include, but not be limited to, all completed or pending actions, status of deliverables, variances from work plan projections, and planned versus actual delivery dates. With the authorized County representatives, the

Contractor will participate in monthly project briefings to communicate project status to key stakeholders. Discussion with and approval by authorized District representatives will be required to finalize the plans and effective dates.

A. Physical Environment

The Contractor should take into account physical environment requirements and limitations (i.e. space, electrical, temperature, noise, etc.) when presenting final plans and before installing any solution. A formal physical assessment should be conducted for each location a solution is to be implemented or installed to assure compliance to Contractor and District requirements.

- a. **Electrical and Space Requirements:** The majority of MFDs will be located within ‘Office Suites’ close to cubicles, offices, and conference rooms while others will be in special ‘Copier Rooms’, each with its own power and space limitations that should be considered when presenting a solution. Offeror must provide a buck–boost transformer on all devices requiring 240-volts. Offeror should state electrical (including various power modes (i.e. running, standby, etc.)) and space requirement for each proposed MFD. The following approximates available power for locations that could require placement of an MFD.

| Location Types | Available Power |
|-----------------|---|
| Office Suite | 120V/60Hz, 15A |
| Copy Room | 120V/60Hz, 15A -and- 120V/60Hz, 20A dedicated circuit w/NEMA 5-20R USA 3 pin Type “B” T-slot receptacle |
| Large Copy Room | 120V/60Hz, 20A dedicated circuit w/NEMA 5-20R USA 3 pin Type “B” T-slot receptacle -and- 240V/60Hz, 20A dedicated circuit |

Space availability will vary by location. However, the list of devices currently housed at any district location is available in Section 3-2. Provided that an Offerors response includes devices that are not drastically different in size or layout in respect to the segment devices listed there should be no issue accommodating installation. In the event an area of the District is getting a new device for the first time the District and Contractor will coordinate on best possible location based on the criteria laid out in this section (3-5).

- b. **Voice/Data Connectivity:** Most devices today are connected to a voice and data network. During the formal physical assessment and before placement of devices the Contractor should ensure proper type of connectivity exist.
- c. **Temperature and Humidity:** Contractor should also take this into consideration when assessing the physical environment and before installing devices. Heat output (BTU/h) can be an issue for confined spaces therefore the Contractor should state the BTU/h for all MFDs proposed in their various operating modes (i.e., running, standby, etc.).
- d. **Noise Level:** Noise should be considered when determining selection and placement of equipment. dB (A) SPL (decibel) levels for each device and their various operating modes i.e., running, standby, etc. should be stated.

- e. **Emissions:** Offeror must state all known emissions (gases and particulate (i.e. volatile organic compounds, ozone, styrene, dust, toner particles, etc.)) and associated levels. Toner should be free of carcinogens, mutagens, and teratogens. Offeror should also state compliance for all known emission standards.

B. Acceptance Testing

The Contractor must demonstrate through an acceptance process stress test that the solution performs as required in the District's technical environment and various remote facilities, and that the solution meets or exceeds the District's functional requirements. The Contractor shall develop, with input and approval by the District, specific written criteria for acceptance testing that will objectively measure each such functional requirement. The final acceptance test must use District approved data and include report generation. The final acceptance test must adequately represent a percentage of the production solution. The final acceptance test must exercise all functionality and components successfully. Where applicable, Contractor must test back-up/recover features successfully. The failure of any specific portion of the test will require that the entire test be rerun, not just the failed portion of the test. The solution is accepted only after both parties agree that the full test was successful, and an authorized District representative has certified in writing of final acceptance of the product. No warranty period shall begin until after such certification of successful acceptance testing is issued.

C. Cutover and Acceptance

The Contractor is responsible for solution cut-over. Cut-over plan and activities must be approved by an authorized District representative. Upon completion of installation, there will be a technical turnover of the modified system from the Contractor to OPS IT. The District requires that changes to the base solution be fully documented.

D. Training and Communication

The Contractor shall develop a training and communication work plan and curriculum to be approved by a District authorized representative. The work plan should include periodic follow-up and update training and communication especially when a new HW/SW release or version is installed. The Contractor's District-approved training schedule must be closely coordinated with District staff to coincide with the installation of the software and hardware. Upon acceptance by a District authorized representative, the Contractor shall implement said approved plan.

E. Warranty

After final production cutover and acceptance testing certification, the system will move into the warranty phase, which extends for entire term of the lease. The period the warranty is in effect should not overlap with that of the maintenance/service agreement. Should both warranty and maintenance agreements run concurrently, the offeror must provide sufficient evidence to demonstrate the benefit of services under both agreements. Otherwise, the maintenance fees should not be incurred until after the warranty period has expired.

3-6 PRODUCT INCENTIVES/CREDITS/REBATES

Describe product credit, rebate and/or incentive programs, if any.

3-7 PRICING AND ANNUAL FEE PROPOSAL

The cost of each task or segment of the task shall be itemized as specified in Attachment A (MFD Pricing Sheet) and Attachment B (Managed Print Service Pricing Sheet). Both attachments, along with Attachment A-1 (Minimum Technical Specifications for MFD), must be completed and included in the Proposals Response Outline. In addition, Offeror shall provide pricing of any additional products, services, and solutions it desires to offer Participating Public Agencies.

By signing here, Proposer acknowledges all service requirements noted in Section 3.

Signature (Authorized Agent)

Date

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP (Section 5-1).

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers as needed, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. The Assistant Director of Business and Finance - Procurement will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the District may award an Agreement on the basis of initial offers received, without discussions, therefore, each initial offer should contain the proposer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The District will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 BEST AND FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the Proposer whose proposal is found to be most advantageous to the District, based on the factors set forth in the Request for Proposals.

4-5 CONFLICT OF INTERESTS

It is the duty of the Proposer to disclose all circumstances that constitute an actual or potential conflict of interest as those terms are defined in the District's Conflict of Interests Policy DL (<http://www.boarddocs.com/ks/olathe/Board.nsf/Public#>). This duty is continuing throughout the procurement process, and such circumstances must be disclosed to the District immediately upon Contractor's knowledge. Failure to do so could jeopardize the procurement process and result in rejection of a Proposer's submission or rescission of a proposed award.

SECTION 5 - EVALUATION PROCESS

5-1 EVALUATION CRITERIA

The District reserves the right to accept or reject any or all proposals, or portions thereof. Proposals will be evaluated and scored by a Selection Advisory Committee. The selection of a successful Proposer, if any, will be made based upon which proposal the District determines would best meet its requirements and needs, and be most advantageous to the District.

The evaluation criteria are listed below, not necessarily in order of importance:

1. Offeror Qualifications – 10 points
2. Depth of response to the Section 3 Specifications & Requirements parts 3-3 Statement of Requirements and 3-4 Technical Specifications and Definitions – 30 points
3. Depth of response to the Section 3 Specifications & Requirements part 3-5 Implementation, Work Plan and Project Management – 15 points
4. Technical Proposal – Formatting and Presentation/Organization of Response – 5 points
5. National Program Supplier Information Response – 20 points
6. Reasonableness of cost proposal(s) – 20 points

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

In addition to the Olathe Public Schools USD 233 General Terms and Conditions, the following terms and conditions shall apply to the Agreement.

6-1 AGREEMENT TERMS AND CONDITIONS

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in the Agreement and made a part thereof. The submission of a proposal herein constitutes the agreement of Contractor that any Agreement to be drawn as the result of an award herein shall be prepared by the District and shall include at a minimum, all terms and conditions set forth in this Request for Proposals. The submission of a proposal shall further constitute the agreement of each Contractor that it will not insist on the use of standard contract agreements, documents, or forms, that it waives any demand for the use of its standard agreements, and that it will not insist on or require any modifications to the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12).

6-2 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work and as required in the related industry, including without limitation laws specific to institutions of higher education, such as (and again without limitation): Section 504 of the Rehabilitation Act of 1973, the Family Educational Rights & Privacy Act, The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act"). The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any. Failure of the District to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver of relinquishment of the District's right thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect.

6-3 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, undisputed payments shall be due and payable within thirty (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

The District is not requiring the acceptance of credit cards as the default form of payment and will continue to offer checks/ACH. **However, if the Contractor would accept a credit card transaction as the form of payment for goods and services, understanding the requirements below, the District may give preference to these Contractors.**

Note: Acceptance of Credit Card Payments:

- Cannot increase the proposed costs/fees as outlined in the Bid or RFP response, and
- Contractor cannot charge additional fees for the acceptance of credit card payment

6-4 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

- a. Any commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for actual damages incurred by the District by reason of such failure of the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Contractor includes: 1) prices and options committed to remain in force over a specified period of time; 2) any warranty or representation made by the Contractor in a proposal as to

performance or any other physical, design, or functional characteristics; 3) any warranty or representation made by Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; 4) any modification of, affirmation, or representation as to the above that is made by Contractor in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.

- b. In addition to any other representations and warranties contained herein, Contractor represents and warrants the following: (1) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (2) that it is authorized to do business in Kansas, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the equipment, goods, and/or services required hereunder, and has or will obtain all licenses and permits required by law prior to the beginning date of the initial term of the Agreement.

6-5 BOARD OF EDUCATION APPROVAL

The Agreement may be subject to approval by the District's Board of Education, and if such approval is required but not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-6 KANSAS ACT AGAINST DISCRIMINATION

The following (Sec. 1-5 of K.S.A. 44-1030(a)) are conditions of the Agreement. Only contractors, vendors, or suppliers whose contracts with the District cumulatively total Five Thousand Dollars (\$5,000) or less during the fiscal year of the District or who have fewer than four (4) employees shall be exempt from these provisions.

- a. The Contractor shall observe the provisions of the Kansas act against discrimination, as amended, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- b. In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas human rights commission;
- c. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the District;
- d. If the Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the District; and
- e. The Contractor shall include the provisions of K.S.A. 44-1030(a)(1)-(5), as amended, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

6-7 EXECUTIVE ORDER 11246

The Contractor shall, in the performance of the requirements of any contract, comply with the provisions stipulated in Executive Order 11246.

6-8 BONDS

NA

6-9 CONTINUATION DURING DISPUTES

The Contractor agrees, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-10 PROPOSER'S INSURANCE

Contractor will secure, purchase and maintain, at its own expense, the insurance policies, with the minimum insurance coverages noted, to remain in full force and effect during all periods of use or service covered by the Agreement:

- a. Statutory Workers' Compensation Insurance in accordance with the laws of the State of Kansas, including Employer's Liability Insurance in the amount of at least five (5) million dollars (\$5,000,000) per accident or disease.
- b. Commercial General Liability Insurance (including broad form contractual liability) in the amount of at least five (5) million dollars (\$5,000,000) each occurrence bodily injury and property damage combined, five (5) million dollars (\$5,000,000) per occurrence personal and advertising liability, five (5) million dollars (\$5,000,000) products/completed operations aggregate, and ten (10) million dollars (\$10,000,000) general aggregate.
- c. Automobile Liability Insurance with limits of not less than twenty (20) million dollars (\$20,000,000) combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos.

The Commercial General Liability Insurance policy and Automobile Liability Insurance policy shall be written on an occurrence basis and shall be endorsed to include "Olathe Public Schools, its agents, its employees, and its assigns" as additional insureds. Further, coverage for these additional insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, collectable or not.

- d. Property Insurance with limits adequate to replace any equipment located on the premises of the District and a waiver of subrogation shall be issued on the District's behalf.
- e. General Requirements: All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the District and shall be maintained at Contractor's expense. All insurance required hereunder shall contain a clause requiring written notice to the District thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of a final contract. Said certificates shall evidence compliance with all provisions of this Section 6-10.

The Contractor will further require any subcontractors or others acting under its direction or control to maintain the same insurance coverage as set forth above and provide certificates of insurance evidencing the required coverage. "Olathe Public Schools, its agents, its employees, and its assigns" shall be named as additional insureds on any Commercial General Liability Insurance policy and/or Automobile Liability Insurance policy and be evidenced on such certificate.

6-11 INDEMNIFICATION

To the fullest extent permitted by law, the party who enters into this Agreement with the District, including its respective officers, directors, partners, employees, insurers, agents, subcontractors, invitees or others acting under its direction or control (collectively, "Party"), agrees to defend, indemnify and hold harmless District, District's officers, directors, partners, employees, agents and representatives from and against any and all actual or alleged claims, costs, losses, damages and costs of defense (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all courts or arbitration or other dispute resolution costs) of any nature whatsoever, resulting from, arising out of or in consequence of, any action or cause of action in connection with the execution, performance and furnishing of Party's commitments, obligations and services under this Agreement including, but not limited to: monies owed by Party to third parties (including without limitation subcontractors) and/or damage to property or any injuries or death sustained by any person or persons, including any third parties, employees, agents, invitees and the like, caused by the negligent acts or omissions or intentional acts of any Party. Party further waives any rights of subrogation against District, District's officers, directors, partners, employees, insurers, agents or representatives.

6-12 APPROPRIATIONS CLAUSE

The District's obligations and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-13 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry and completed in accordance with the Agreement Documents.

6-14 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the District may determine whether the Contractor has complied with the requirements of the Agreement documents, the Contractor shall, at any time when requested by the District, submit to the District properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-15 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the District and working properly, or unless the District provides otherwise, the Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the District. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by District and working properly, the risk of all loss or damage shall be borne by District, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

6-16 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-17 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto, including any price increase for the project, shall be valid or binding unless in writing communicated in the stipulated manner, and signed by the District and the Contractor.

6-18 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-19 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-20 KANSAS OPEN RECORDS ACT

Contractor recognizes that Olathe Public Schools USD 233 is a public governmental body subject to the provisions of the Kansas Open Records Act, K.S.A. 45-215 through 45-223. As such, the District is required to allow citizens to inspect and copy documents deemed to be "public records" under the law. Nothing herein shall prohibit the District from satisfying a request to inspect and copy documents.

6-21 ADDITIONAL ACTS (FURTHER ASSURANCES)

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-23 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the District by Contractor or which Contractor has caused to be provided to the District are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-24 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-25 TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time, with or without cause, by written notice to the Contractor. The Contractor shall be paid all amounts due and owing for work performed as of the date the notice of termination is received and for work done during any applicable transition period (see below). The Contractor shall submit a final claim for payment for actual work performed within ten (10) business days of the last day services are performed under this agreement. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same and dispose of it in the manner the District directs.

In the event the contract is terminated by either party or expires, Contractor will continue to provide services and meet the requirements of the District, as provided for in the contract, even after receiving such notice of termination or expiration of the contract, in accordance with all terms of the contract, for a period up to the longer of (1) the remainder of the District school year (including summer school) from the date of the notice of termination, or (2) one-hundred eighty (180) days. Both applicable periods are known as the Transition Period.

During the Transition Period, Contractor will provide the District with commercially reasonable assistance in transitioning the services under the contract to an alternate provider. At the end of the Transition Period, Contractor will invoice the District for services provided during the period, with the fees for such services to be billed at the rates set forth in the contract.

**OLATHE PUBLIC SCHOOLS USD 233
GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE DIRECTOR OF PROCUREMENT SERVICES, OLATHE PUBLIC SCHOOLS USD 233.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the District Procurement Office.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the Olathe Public Schools USD 233 Procurement Services Office. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by Olathe Public Schools USD 233. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by Olathe Public Schools USD 233 or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced herein are meant to establish a minimum standard of quality, performance, or use required by the District. No substitutions will be permitted without written authorization of the Olathe Public Schools USD 233 Procurement Services Office.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, shall be fit for the intended purpose, and shall not infringe upon the rights of any third party. All products found defective shall be replaced by the Contractor upon notification by Olathe Public Schools USD 233. All costs of replacement, including shipping charges, are to be borne by the Contractor. Contractor further warrants that all products and services shall be delivered and performed in a professional manner in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, Olathe Public Schools USD 233 reserves the right to cancel and terminate this Agreement forthwith upon giving

written notice to the Contractor. Contractor shall be liable for damages suffered by Olathe Public Schools USD 233 resulting from Contractor's breach of Agreement.

13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the District, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the District's prior written consent in each case.
14. SAVE HARMLESS: Contractor shall protect, indemnify, and save Olathe Public Schools USD 233 harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.
15. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
16. TAXES: The District is exempt from the tax levied by the Kansas Retailers' Sales Tax Act and the Compensating Tax Act for the reason that KSA 79-3606(c) provides that all sales of tangible personal property or services, including the renting and leasing of tangible personal property, purchased directly by a public or private elementary or secondary school or public or private nonprofit educational institution and used primarily by such school or institution for nonsectarian programs and activities provided or sponsored by such school or institution or in the erection, repair or enlargement of buildings to be used for such purposes.
17. BINDING EFFECT: This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
18. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Director of Procurement Services, Olathe Public Schools USD 233. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of Olathe Public Schools USD 233. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.
19. WAIVER: No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
20. FORCE MAJEURE: Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
21. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
22. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to Olathe Public Schools USD 233 are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.

23. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
24. **DISTRICT POLICIES:** Contractor shall follow and comply with all policies and procedures of the District and the reasonable instructions of District personnel.
25. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas. Any legal proceeding related to this Agreement shall be instituted in the courts of the state of Kansas, and Contractor agrees to submit to the jurisdiction of such court.
26. **PROTECTION OF DISTRICT PROPERTY:** Contractors are responsible for protecting flooring, furniture and equipment in contracted work areas. Contractors are responsible for covering Olathe Public Schools USD 233's property that may be affected by the contractor's work. Expectations of the District are; contracted work areas are left in the same condition as when the work began.
27. **ORDER OF PRECEDENCE:** Notwithstanding any other provision in this Agreement, to the extent any terms contained in the various documents to this Agreement, the following shall be the order of controlling precedence: Form DA-146a, Olathe Public Schools USD 233 General Terms and Conditions, Request for Proposal submission, and then any supplemental documents submitted by vendor.

NOTIFICATION STATEMENT OF NON-DISCRIMINATION

The Olathe Public Schools prohibit discrimination on the basis of race, color, national origin, sex, age, religion or disability in its programs, activities or employment, and provides equal access to the Boy Scouts and other designated youth groups to its facilities as required by: Title IX of the Education Amendments of 1972, Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 and other relevant state and federal laws. Inquiries regarding compliance with applicable civil rights statutes related to the District, gender, age discrimination or equal access may be directed to Staff Counsel, 14160 S. Black Bob Road, Olathe, KS 66063-2000, phone 913-780-7000. All inquiries regarding compliance with applicable statutes regarding Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act and the Americans with Disabilities Act may be directed to the Assistant Superintendent of Support Services, 14160 S. Black Bob Rd. Olathe, KS 66063-2000, phone (913) 780-7000. Interested persons including those with impaired vision or hearing, can also obtain information as to the existence and location of services, activities and facilities that are accessible to and usable by disabled persons by calling the Assistant Superintendent of Support Services. (01/19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:
"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."
The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges—hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.