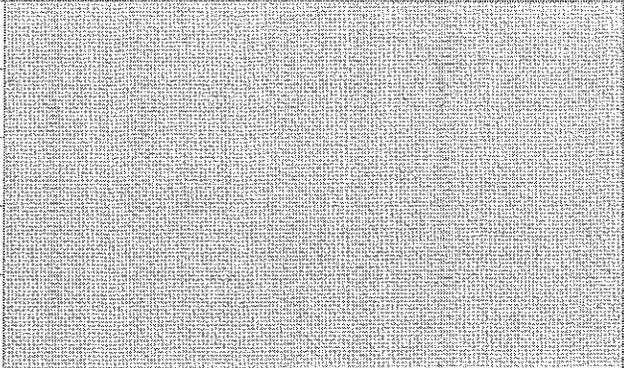


FORMAL BID	
FILE NO: 5904	
COMMODITY: Managed Print Services for Cambridge Public Schools	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, September 6, 2012**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, September 20, 2012. Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, Formal, File No. 5904.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: "This envelope contains a bid for **Managed Print Services opened at 11:00 A.M. on Thursday, September 20, 2012**". **The bid and all documents submitted with it are public records.** This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ **FAX NUMBER:** _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Name of Bidder: _____

GENERAL TERMS AND CONDITIONS

All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

LAWS:

EQUAL OPPORTUNITY:

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES:

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES:

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES:

Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING:

Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS:

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS:

The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT:

Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY:

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

TERMINATION OF CONTRACT:

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

ASSIGNABILITY:

The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

**TO: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139**

The undersigned hereby proposes to provide "Managed Print Services" for the Cambridge Public Schools. A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one. The City/School Department will renew years two and three depending on the performance of the contractor and the price for the subsequent years.

Prices must remain FIRM during the entire contract period. Submitted bids must demonstrate that the contractor can meet all the functional, technical and system requirements outlined in the specifications below.

Contract will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.

PLEASE SUBMIT YOUR BID IN DUPLICATE (One original and one copy, no hard binders).

Pre-bid Meeting Conference Call

The Cambridge Public Schools will be hosting a pre-bid conference for all interested vendors on **Thursday, September 13, 2012 starting at 10:00 AM. EDT** using telephone conferencing. The purpose of this conference is to allow potential submitters the opportunity to ask questions in an interactive setting.

To join the telephone conference, please call (712) 432-0900. The meeting ID number 333373 followed by a #. If you should have any technical problems in joining the conference, please call the Help Desk at (617)-349-4839.

Questions

Questions **including any exceptions to the specifications** must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than **Thursday, September 13, 2012 by 4:00 p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

Please check the Purchasing Department website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Name of Bidder: _____

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

I. INTRODUCTION

A. Purpose

The Cambridge Public Schools seeks to contract for Managed Print Services that will provide the district with a single source for printer ink, break fix repair services, inventory control and print management consulting, at a fixed per copy rate.

B. Project Background

The Cambridge Public Schools (CPS), located in the City of Cambridge, Massachusetts, employs approximately 1,500 people and serves approximately 6400 students. The rolling stock of printers, copiers, fax machines and multi-function printing and copier devices is distributed across 15 school buildings and one administrative office building.

The CPS intends to implement Managed Print Services under this bid for two buildings: Central Administrative Offices (CO) at 159 Thorndike St, and Cambridge Rindge Latin School (CRLS) at 459 Broadway. Floor plans for CRLS are provided in Appendix 2. Floor plans are not available for 159 Thorndike Street. Copies of Appendix 2 are attached and in addition can be viewed electronically by clicking on the pdf attachment.

Goals for this project include the following:

- Combine service and supply costs into a "cost per page" model
- Consolidate toner purchasing to realize cost savings and provide a just-in-time supply stream
- Outsource printer maintenance to create a single point of contact for break fix service and maximize device up-time
- Establish an end-of-life process for recycling and disposal of salvage inventory
- Optimize the district's printing and copying through asset deployment rationalization
- Simplify management of service, supplies, ordering, receiving and payment processing

II. SCOPE OF SERVICES SPECIFICATION

A. Contractor

The Cambridge Public Schools shall enter a contract with one contractor. Contractor will provide all required ink, services, parts and supplies required, and will present a comprehensive inventory and analysis of the district's printers and printing needs at the beginning of the contract, and in each year the contract is in force. The contract will be managed by the Information, Communication and Technical Services (ICTS) Department at CPS

Name of Bidder: _____

The apparent lowest bidder will be asked to provide a comprehensive demonstration of all functional and technical requirements prior to final bid award. The City of Cambridge School Department makes the final determination of qualified bidder.

B. Functional Specifications

1. Contractor will utilize existing district printers and not require CPS to purchase new hardware to implement this program.
2. Contractor will provide a client manager as primary interface to CPS to supervise all aspects of the contract.
3. Contractor must be able to support multiple printer brands, including but not limited to the currently deployed hardware included in Appendix 1.
4. Within 45 days of contract signing, Contractor will compile a comprehensive initial asset inventory of all in-scope devices in the two buildings, and make this inventory and any future revisions available to CPS electronically.
5. Contractor will tag all in-scope devices with an information asset tag that includes the unit serial number and Contractor contact information.
6. Contractor will install comprehensive monitoring and tracking software on CPS servers that will provide CPS personnel with daily and aggregate inventory statistics on each in-scope device pertaining to:
 - a. Unit name, device type, make, model, description, location, office #, user, IP address, Serial #, MAC address
 - b. Ink levels
 - c. Meter reports of prints, copies; color, B&W and fax page output counts, both static and for any user specified period of at least 1 year
 - d. Ink page coverage statistics (where reported by device)
7. Contractor will create secure access to its monitoring and tracking software for authorized CPS personnel to flexibly query the database remotely, and will include search filters, screen display formatting and output capability for CSV or Excel format.
8. Contractor will set permissions for CPS personnel in the monitoring software to be able to update printer profile data and to set polling intervals.
9. Contractor will provide documentation and / or training to CPS staff in operating and managing the software.
10. Contractor will provide toner or ink cartridges for every in-scope device.
11. Contractor will supply replacement toner and ink cartridges when monitoring software indicates a device is low on ink, to prevent ink outages.
12. CPS staff will install toner and ink cartridges in each device.
13. Contractor will maintain an online toner request system that select CPS personnel can use as an alternative to the monitoring software that flags low ink conditions. Requests will also be made for non-networked in-scope devices.
14. Contractor will not store ink or parts inventory on site except as requested by CPS.
15. All deployed ink supplies become property of CPS until recycled.
16. Contractor will provide primary break fix service for in-scope devices.
17. Contractor will provide both warranty and out of warranty service for in-scope devices.

Name of Bidder: _____

18. Break fix service includes repair, replacement and maintenance of parts, preventative maintenance and assurance of high quality output. Service will also include firmware and software updates and any custom print drivers for in-scope devices.
19. Contractor will provide a single point of contact: a toll-free phone number and email address to place calls to their Help Desk. Contractor will staff the Help Desk during school business hours (7:00am - 5:00pm) 12 months of the year.
20. Contractor will dispatch service technicians when notified by CPS personnel. Contractor must respond on site within 4 hours of notification. However, service to devices in classrooms will occur only before 8:00am or after 2:45pm, and must ensure minimal disruption to CPS activities.
21. Repairs must be completed within 24 hours in 90% of the service calls.
22. Contractor will deploy technicians certified to service in-scope devices.
23. Contractor will provide comparable loaner hardware to temporarily replace any unit that cannot be restored to service on site within 24 hours.
24. Print output quality will be judged as follows:
 - a. No extraneous ink marks
 - b. No double printing, banding or "ghosting"
 - c. Print aligned with the paper
 - d. Text and images sharp and without blurry edges
 - e. Text ink consistently and adequately distributed throughout the page
 - f. Graphics uniformly represented
 - g. Color (where used) is true to source material, aligned with B&W print and without inter-color bleeding
 - h. Intact paper output (no creases or malformations)
25. Contractor will provide initial and semi-annual program reviews. Contractor will advise CPS regarding deployment optimizations, cost saving measures, replacement timetables, new technologies and utilization efficiencies. CPS is under no obligation to implement any review conclusions or advice.
26. Contractor will recycle used toner and cartridges in an environmentally safe fashion and provide documentation of these procedures to CPS.
27. Contractor will recycle and dispose of end of life in-scope devices in an environmentally safe manner and provide documentation of these procedures to CPS.
28. Contractor is responsible for all costs associated with acquisition, shipment and delivery of ink, repair parts, and loaner hardware.
29. Any use by Contractor of subcontractors to perform work must be bound by all terms of the contract including CORI reviews. Contractor assumes full responsibility for all actions of its subcontractors, and agrees to inform CPS whenever subcontractors are providing service.
30. Contractor will provide timely and detailed online reports of activities including: ink deployment, service calls and resolutions, device malfunctions and status changes, device loans, and recycling and reclamation.
31. Contractor must invoice on a quarterly basis.

C. Technical Specifications

1. Contractor must provide 24/7/365 user access to its monitoring and tracking software, and have at least 99% uptime. Contractor must monitor servers and system operations, and notify CPS upon detection of any downtime or service outages.
2. Contractor must ensure that any and all software to be installed on CPS servers is tested and free of defects and malware.
3. Contractor will maintain backups of captured data to ensure no loss of historical data. Data will be kept for a minimum of 3 years.
4. Contractor will restrict access to CPS data to required Contractor personnel, and not disclose this data to any 3rd party.

D. Project Implementation

1. Contractor will provide user documentation and training, as needed, to make use of the monitoring and tracking software.
2. Appendix 1 contains a recent inventory and the estimated total annual meter counts for current inventory of in-scope devices at the two locations. It was derived from monitoring software reports for networked reporting devices and extrapolated counts for other devices..

III. Quality Requirements

A "NO" response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle Yes or No for each of the following Quality Requirements.

1. Bidder can meet all functional, technical specifications and system requirements as defined in Section II, Scope of Services Specifications, of this document.

YES NO

2. Bidder is providing Managed Print Services similar to those described in this Invitation for Bid for at least two School Districts with at least 350 printers under contract, and has at least two (2) years experience providing such services.

YES NO

3. Bidder has staff available to begin implementation within forty-five (45) days of the fully executed contract.

YES NO

4. Bidder can provide, upon request, proof of financial solvency.

YES NO

Name of Bidder: _____

IV. BID SUBMISSION REQUIREMENTS

Failure to submit documents requested may result in the determination that your bid is non responsive unless the City deems such a failure to be a minor informality.

1. Please provide the names, telephone numbers, addresses and emails of four references which are current clients using the Contractor's managed print services. References must include two clients that are school districts with 350 printers or more in which the bidder has been servicing for two years or more. The Cambridge Public Schools reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting less than excellent past performance by the bidder.

+Name and telephone number of two clients with 350 printers or more in which bidder has been servicing for two years or more

- 1) _____
- 2) _____

Name and telephone number of two additional references in which bidder has been providing "Managed Print Services"

- 1) _____
- 2) _____

2. Please provide a list of current clients in the Eastern Massachusetts vicinity.
3. Please submit a written response to each of the functional and technical specifications and the hosted system requirements detailed in Section II, Scope of Services Specifications (Sections II-B, II-C; and II-D). Response may be as simple as the word "yes", but further elaboration is encouraged where appropriate.
4. Please submit a written description of the Contractor's approach and timeline for service implementation, including analysis, procedures and user training for software.

V. PERFORMANCE MEASUREMENT FOR SERVICES

Contractors are required to maintain a high level of performance. Performance Measurements are developed to preserve customer satisfaction and evaluate the contractor's performance. We will examine the following areas.

1. **Customer service and satisfaction:** The Contractor delivers Managed Print Services as specified in the proposal on an "as needed" basis.
2. **Product Quality:** Materials/services provided meet or exceed specifications and meet all warranties express and implied.
3. **Reporting Requirements:** The Contractor submits complete and accurate reports of contract usage upon request of the ICTS Department.
4. **Invoice Preparation:** The Contractor's invoices are complete and accurate and identify the materials and services provided.

Name of Bidder: _____

VI. PRICE PROPOSAL The bid price should be represented as cost per page for print output and must factor in all costs related to the Scope of Services Specification. These include: all required ink, break fix services, and parts and supplies required for each device. Cost per page should also include provision of contractor's management and analysis services; CPS access to monitoring software; deployment of loaner units; recycling and disposal services; acquisition and delivery of parts, supplies and ink; service personnel transportation; and required documentation and training during the contract term. No other costs will be paid by CPS. Bidder understands that the print totals (see Appendix 1) represent a good faith estimate of past usage and that the number of prints over the contract year may vary from this amount, affecting the amount paid by CPS.

Please indicate the cost per page and totals below for Black & White and Color pages:

Year One

Cost per Black & White page: \$ _____ X 1,744,666 = \$ _____
Estimated # of Copies *Total*

Cost per Color page: \$ _____ X 438,988 = \$ _____
Estimated # of Copies *Total*

Total Cost for Black & White + Total Cost of Color = \$ _____
Total Bid Submitted

Total Bid in words year one _____

Year Two

Cost per Black & White page: \$ _____ X 1,744,666 = \$ _____
Estimated # of Copies *Total*

Cost per Color page: \$ _____ X 438,988 = \$ _____
Estimated # of Copies *Total*

Total Cost for Black & White + Total Cost of Color = \$ _____
Total Bid Submitted

Total Bid in words year one _____

Year Three

Cost per Black & White page: \$ _____ X 1,744,666 = \$ _____
Estimated # of Copies *Total*

Cost per Color page: \$ _____ X 438,988 = \$ _____
Estimated # of Copies *Total*

Total Cost for Black & White + Total Cost of Color = \$ _____
Total Bid Submitted

Signature of Bidder: _____

Name of Bidder: _____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person
signing quotation, bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

Name of Bidder: _____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

**Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

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

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

This form must be submitted with your bid

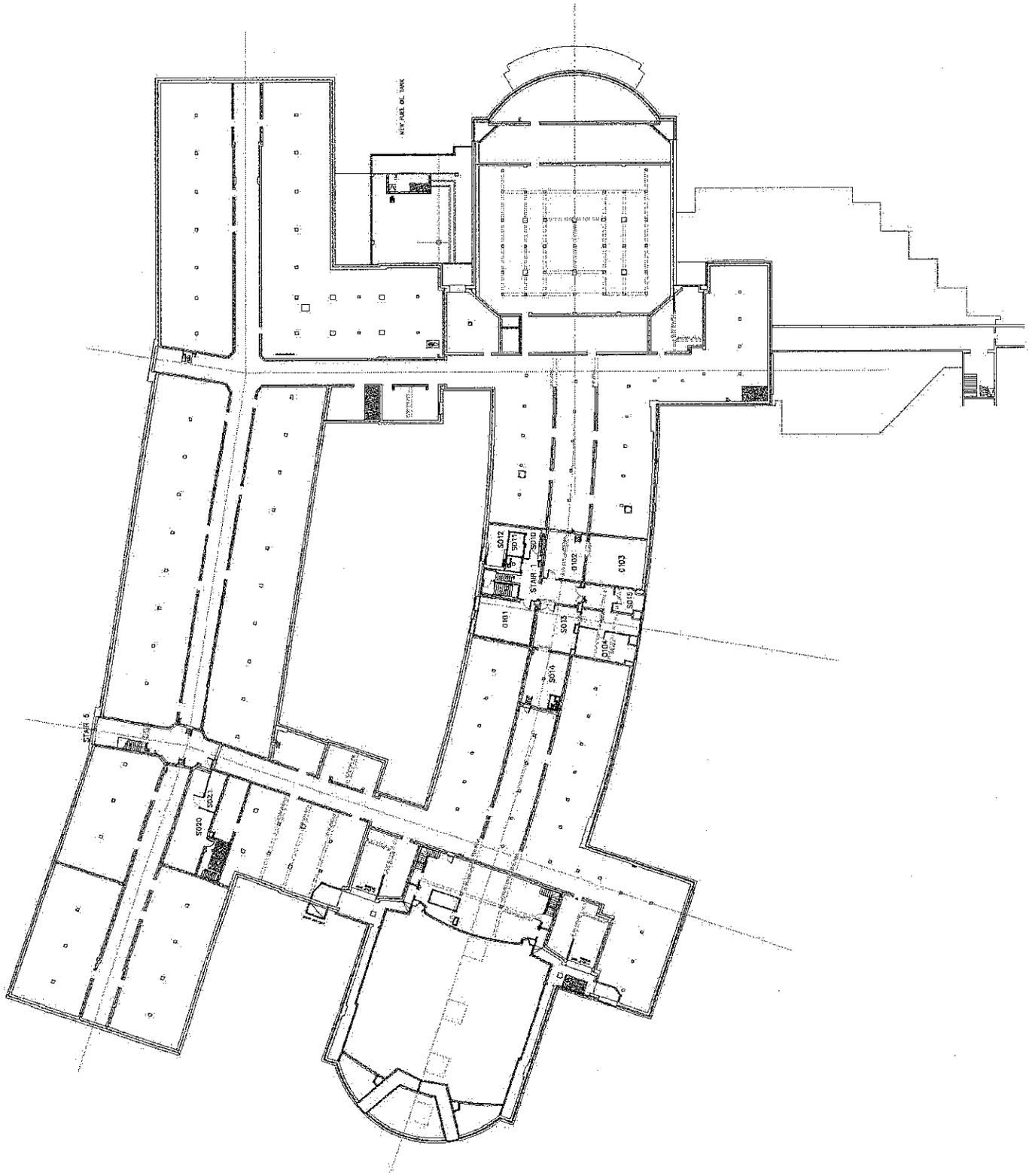
Name of Bidder: _____

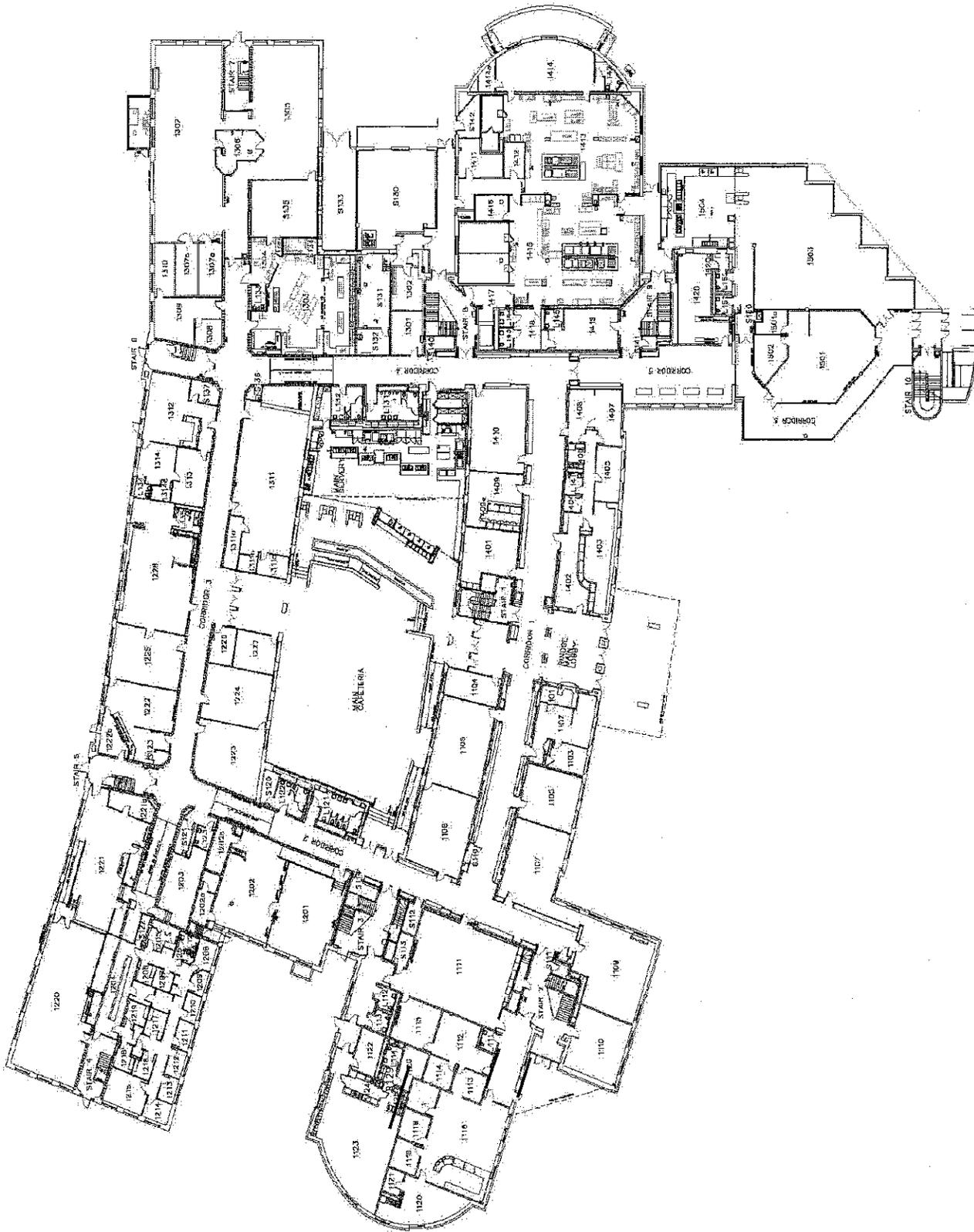
Appendix 1

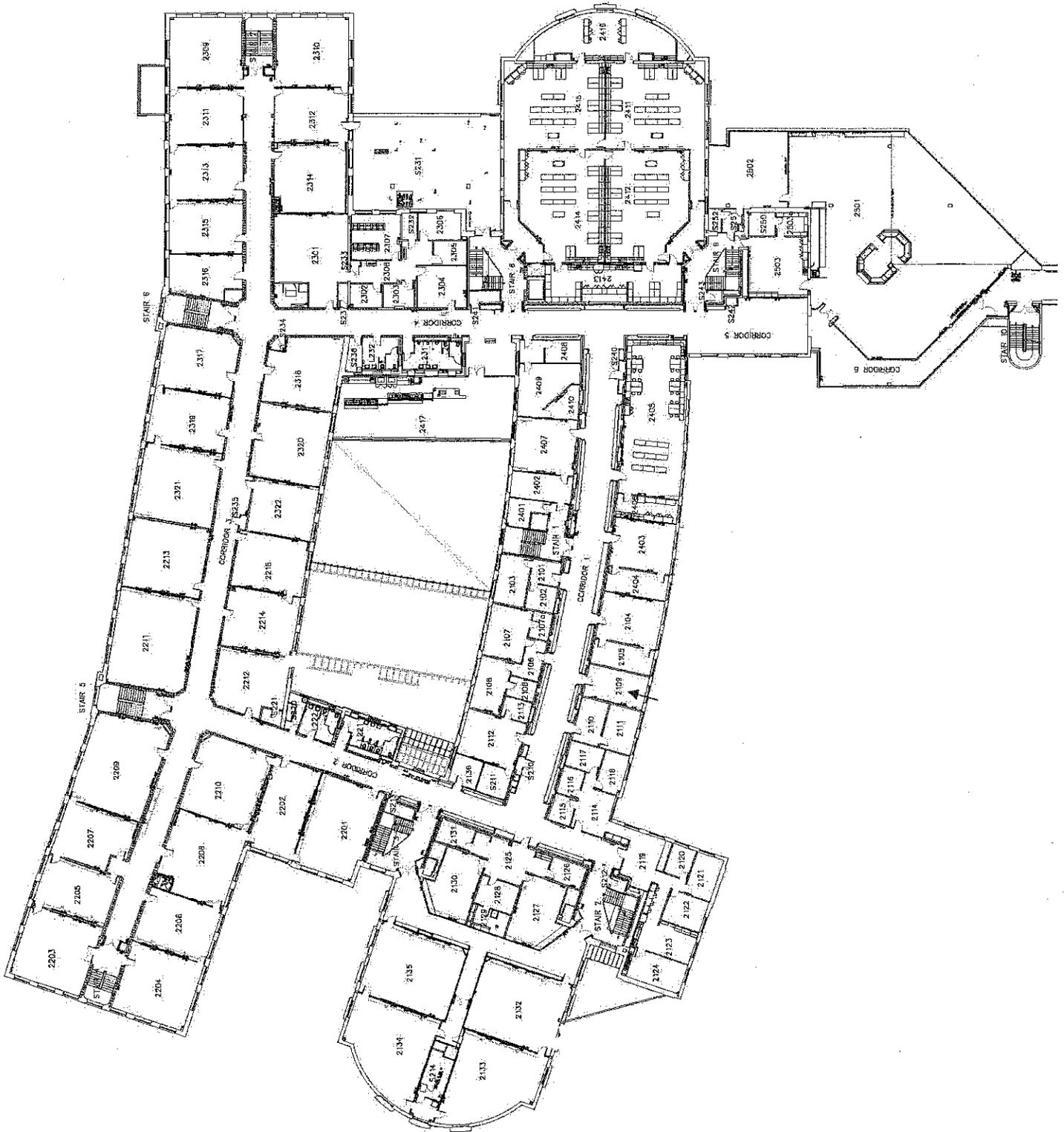
Summary of Printers and Monthly Output Counts*: CRLS and Thorndike St

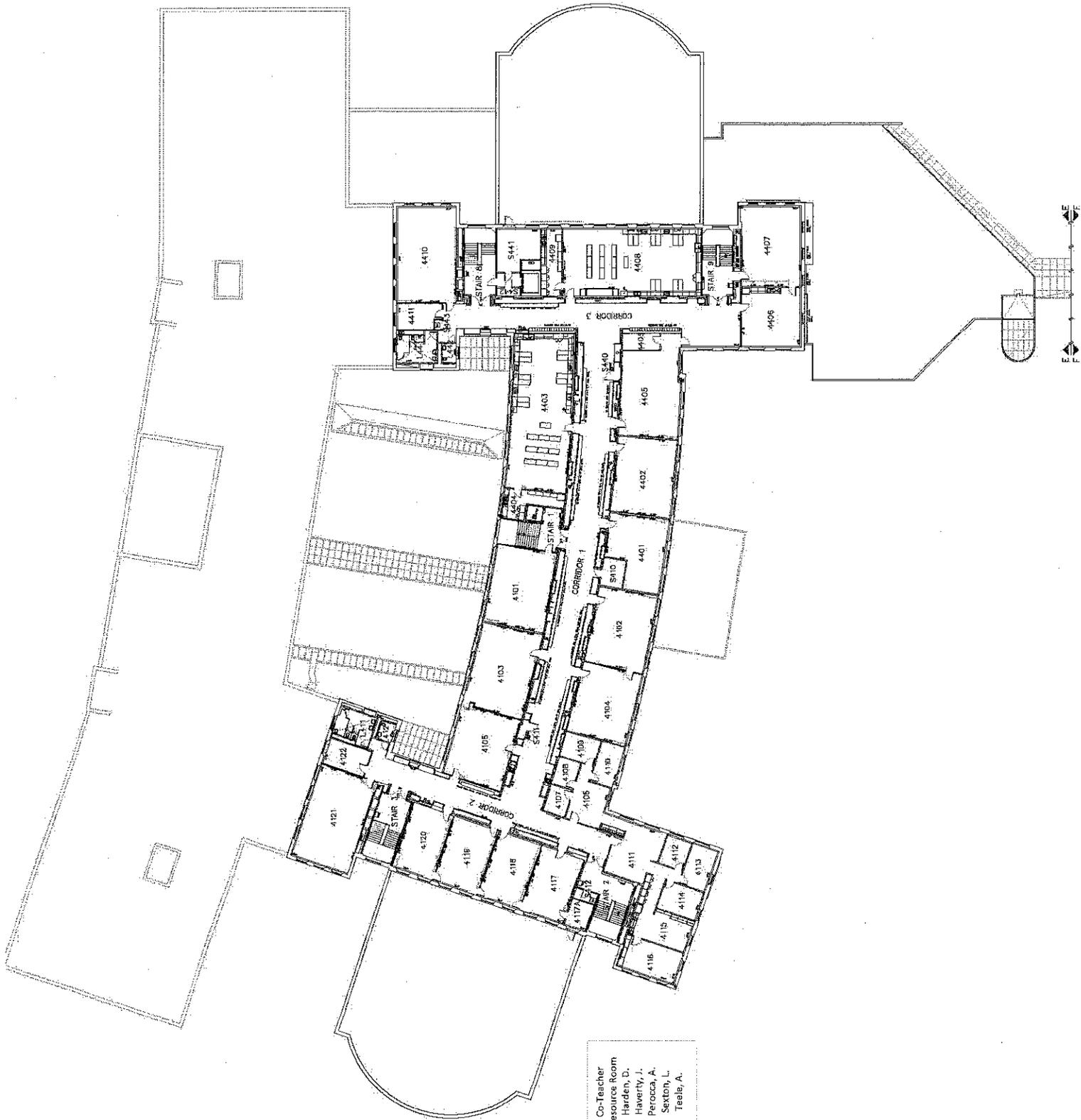
Facility	Type	Make	Model	Hardware Count	Total Mono / mo.	Total Color / mo.
CRLS	Printer	Brother	HL1440	1		
CRLS	Printer	Brother	LaserJet DCP7040	1		
CRLS	MFP	Canon	imageCLASSD480	1		
CRLS	MFP	Canon	iR2270	1		
CRLS	MFP	Canon	iR5055	1		
CRLS	Copier	Canon	PC940	1		
CRLS	Printer	Epson	Inkjet 9800	1		
CRLS	Inkjet	Epson	Stylus 9400	1		
CRLS	Printer	HP	1536	1		
CRLS	Printer	HP	Color LaserJet 5550n	1	8	60
CRLS	Printer	HP	Color LaserJet CP2025dn	2	40	940
CRLS	Printer	HP	Color LaserJet CP3525dn	10	1683	3166
CRLS	Printer	HP	ColorLaserJet 2600N	2	184	229
CRLS	Printer	HP	ColorLaserJet 3600	2	228	471
CRLS	Printer	HP	ColorLaserJet 4600	2	756	1113
CRLS	Printer	HP	ColorLaserJet 4650	1	172	550
CRLS	Printer	HP	ColorLaserJet 5550	2	329	1930
CRLS	Printer	HP	ColorLaserJet CP2025N	1	6	26
CRLS	Printer	HP	ColorLaserJet CP3525	6	3116	4328
CRLS	Printer	HP	DeskJet 932C	1		
CRLS	Printer	HP	LaserJet 1320N	2		
CRLS	Printer	HP	LaserJet 4000N	2	726	0
CRLS	Printer	HP	LaserJet 4050	2	1181	0
CRLS	Printer	HP	LaserJet 4100	2	1293	0
CRLS	Printer	HP	LaserJet 4350	1	559	0
CRLS	Printer	HP	LaserJet 5200	1	302	0
CRLS	Printer	HP	LaserJet CP3525	1	556	598
CRLS	Printer	HP	LaserJet P2055dn	200	79025	0
CRLS	Printer	HP	LaserJet P4014n	23	22684	0
CRLS	Printer	HP	LaserJet P4015	1	792	0
CRLS	Inkjet	HP	OfficeJetPro 8500	1		
CRLS	Printer	Xerox	Xerox Phaser 6180dn	1	167	65
Thorndike	MFP	Canon	iR-ADV C5045	1	1653	14417
Thorndike	Inkjet	Canon	MP495	1		
Thorndike	Printer	HP	1320	5	161	0
Thorndike	Printer	HP	2200	1	427	0
Thorndike	Printer	HP	3000	1	30	27
Thorndike	Printer	HP	3500	3	539	206
Thorndike	Printer	HP	3600	4	182	1667
Thorndike	Printer	HP	4050	2	703	0
Thorndike	Printer	HP	4100	2	622	0
Thorndike	Printer	HP	4250	3	3810	0
Thorndike	Printer	HP	4350	1	412	0
Thorndike	Printer	HP	4700	1	634	1260
Thorndike	Printer	HP	8150	1	364	0
Thorndike	Printer	HP	9000	2	6305	0
Thorndike	Printer	HP	1300n	2	26	0
Thorndike	Printer	HP	2600n	1	12	0
Thorndike	Printer	HP	4250n	1		
Thorndike	Printer	HP	4600dn	1		
Thorndike	Printer	HP	ColorLaserJet 3600	1	20	321
Thorndike	Printer	HP	CP1518ni	1		
Thorndike	Printer	HP	CP2025dn	2	232	512
Thorndike	Printer	HP	CP2025n	2	232	512
Thorndike	Printer	HP	CP3523	1	191	314
Thorndike	Printer	HP	CP3525	1	665	1640
Thorndike	Printer	HP	CP4005	3	2962	1028
Thorndike	Printer	HP	CP4005	3	2962	1028
Thorndike	Printer	HP	LJ8150N	1		
Thorndike	MFP	HP	M2727nf	1		
Thorndike	Inkjet	HP	Officejet 6500 E709a	1		
Thorndike	Inkjet	HP	OfficeJet L7600	1	130	0
Thorndike	Printer	HP	P2015	5	1240	0
Thorndike	Printer	HP	P2055dn	5	2758	0
Thorndike	Printer	HP	P4014	3	3027	0

* Printer counts are derived from actual monthly reports from polling software and include extrapolated counts for non-networked and non-reporting devices, averaged by model, when there are 2 or more similar devices.
 Counts are unavailable for other non-networked and non-reporting devices.

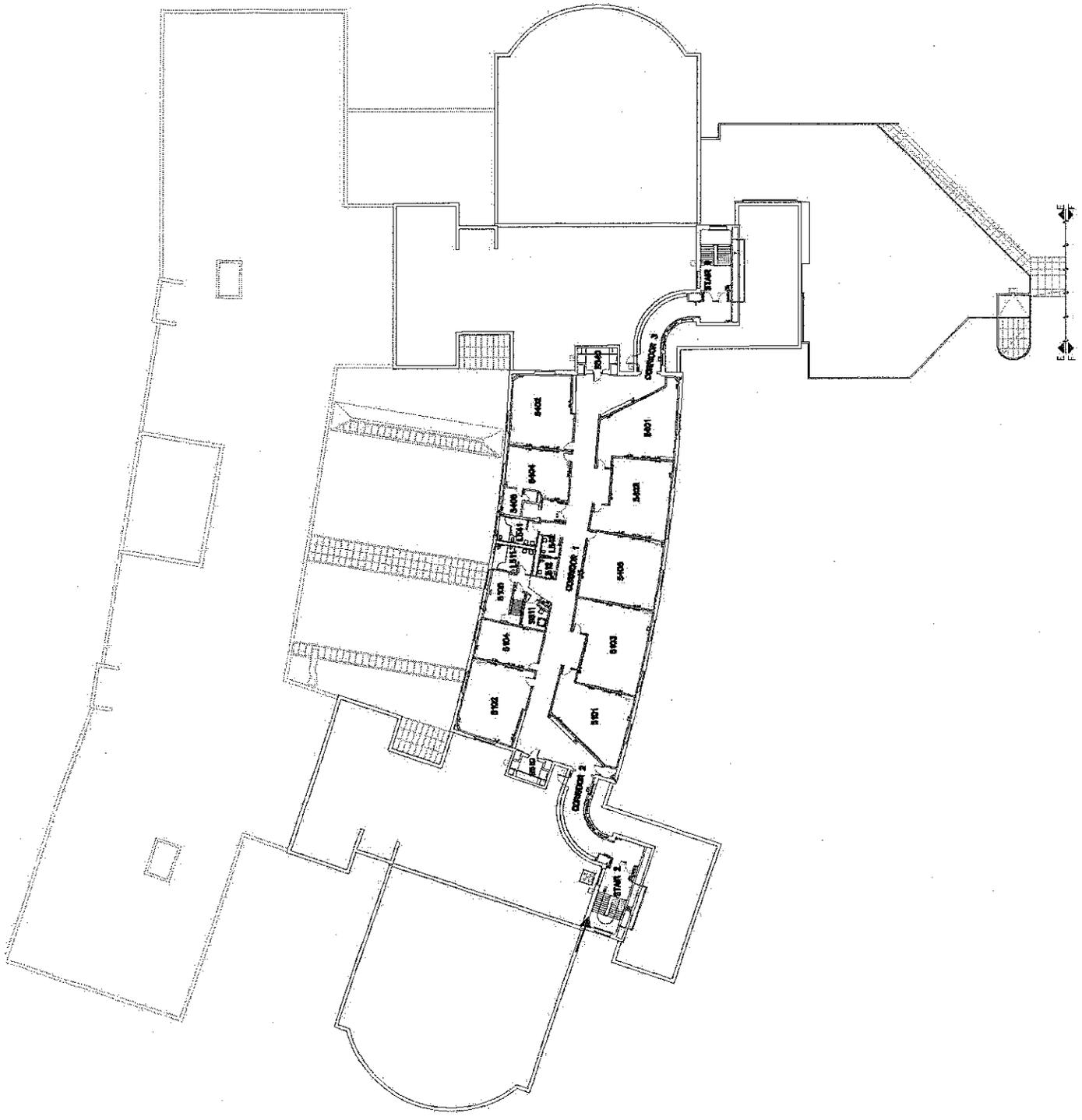




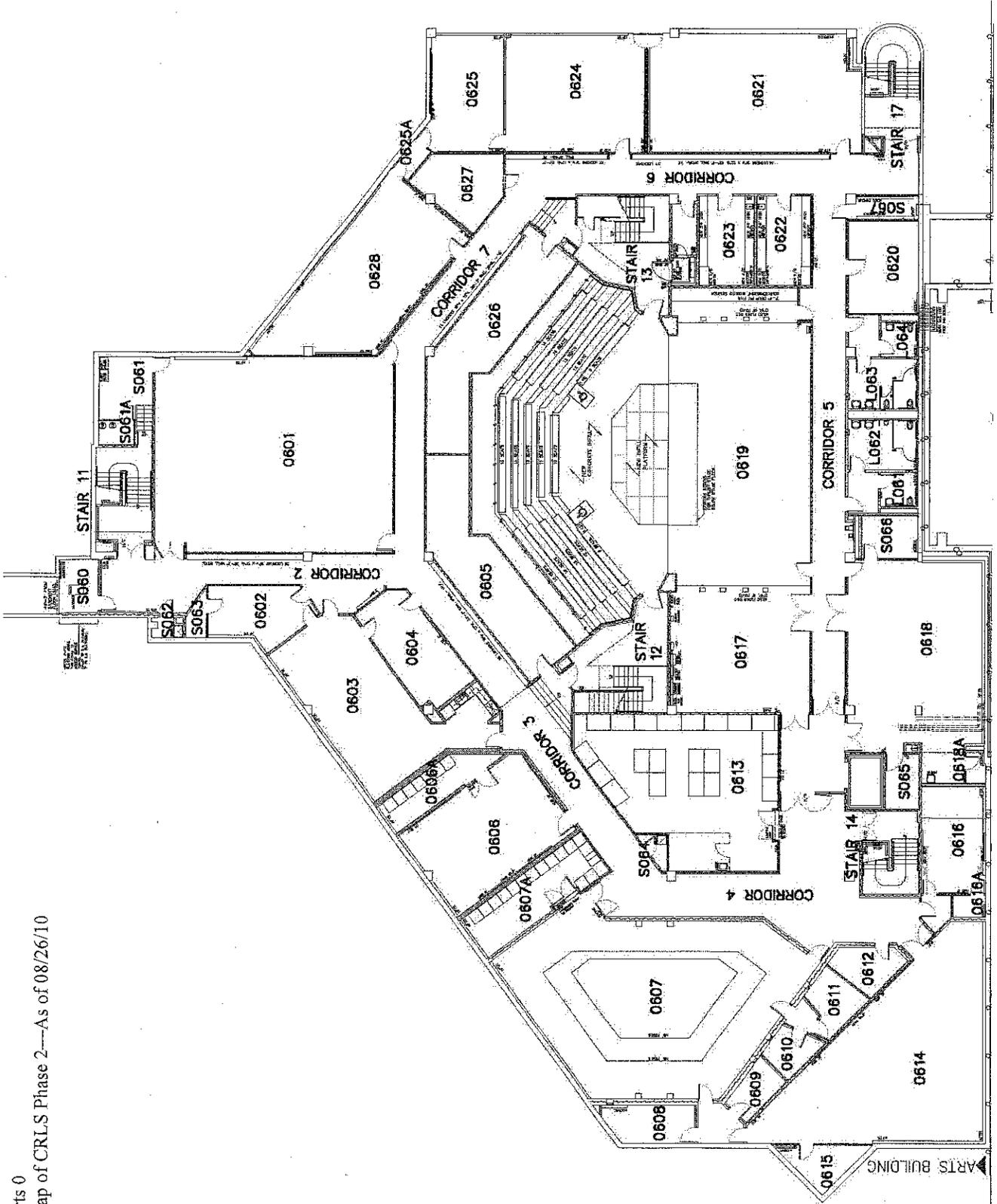




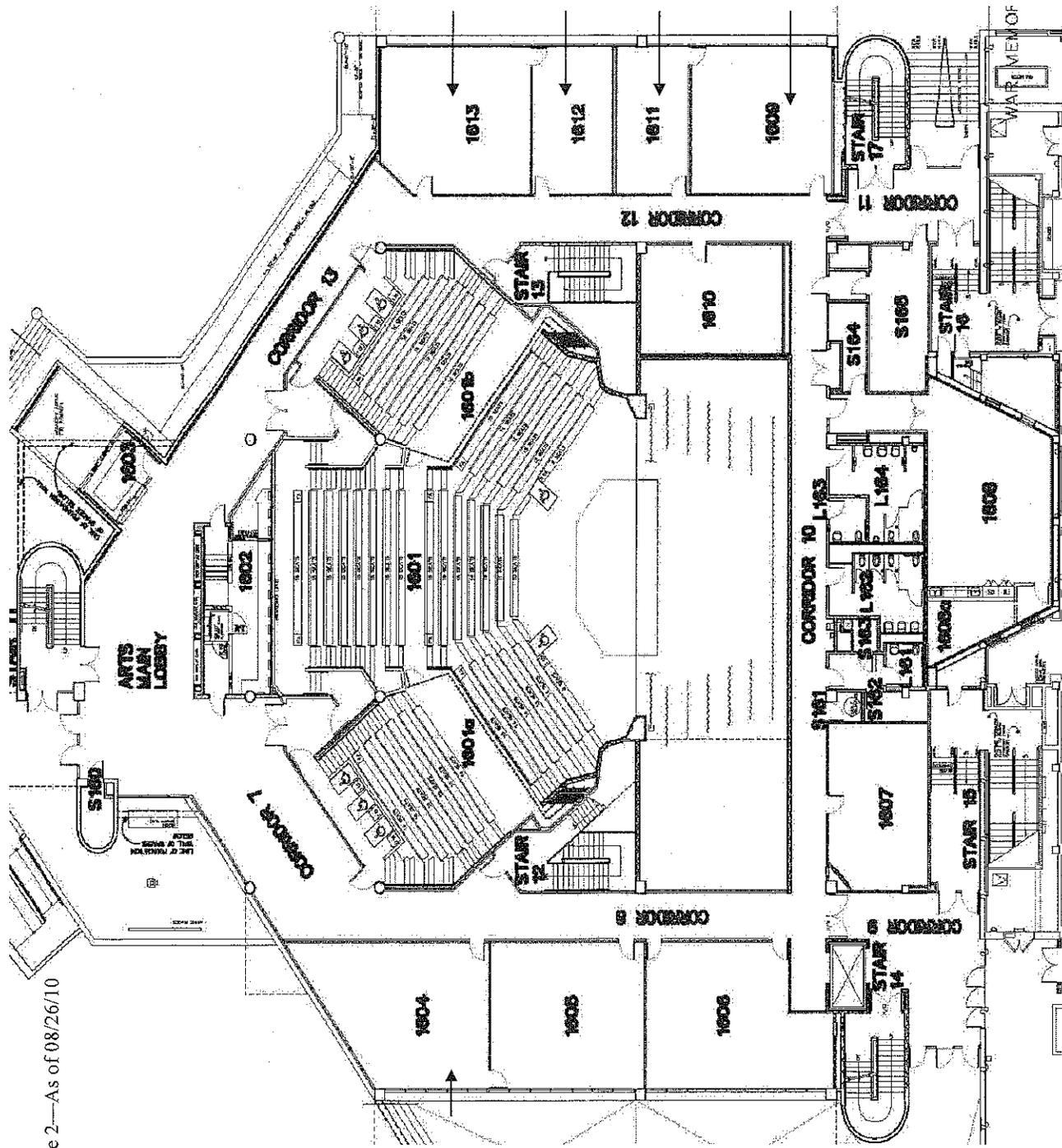
Co-Teacher
 Resources Room
 Harden, D.
 Haverly, J.
 Perocca, A.
 Sexton, L.
 Teale, A.

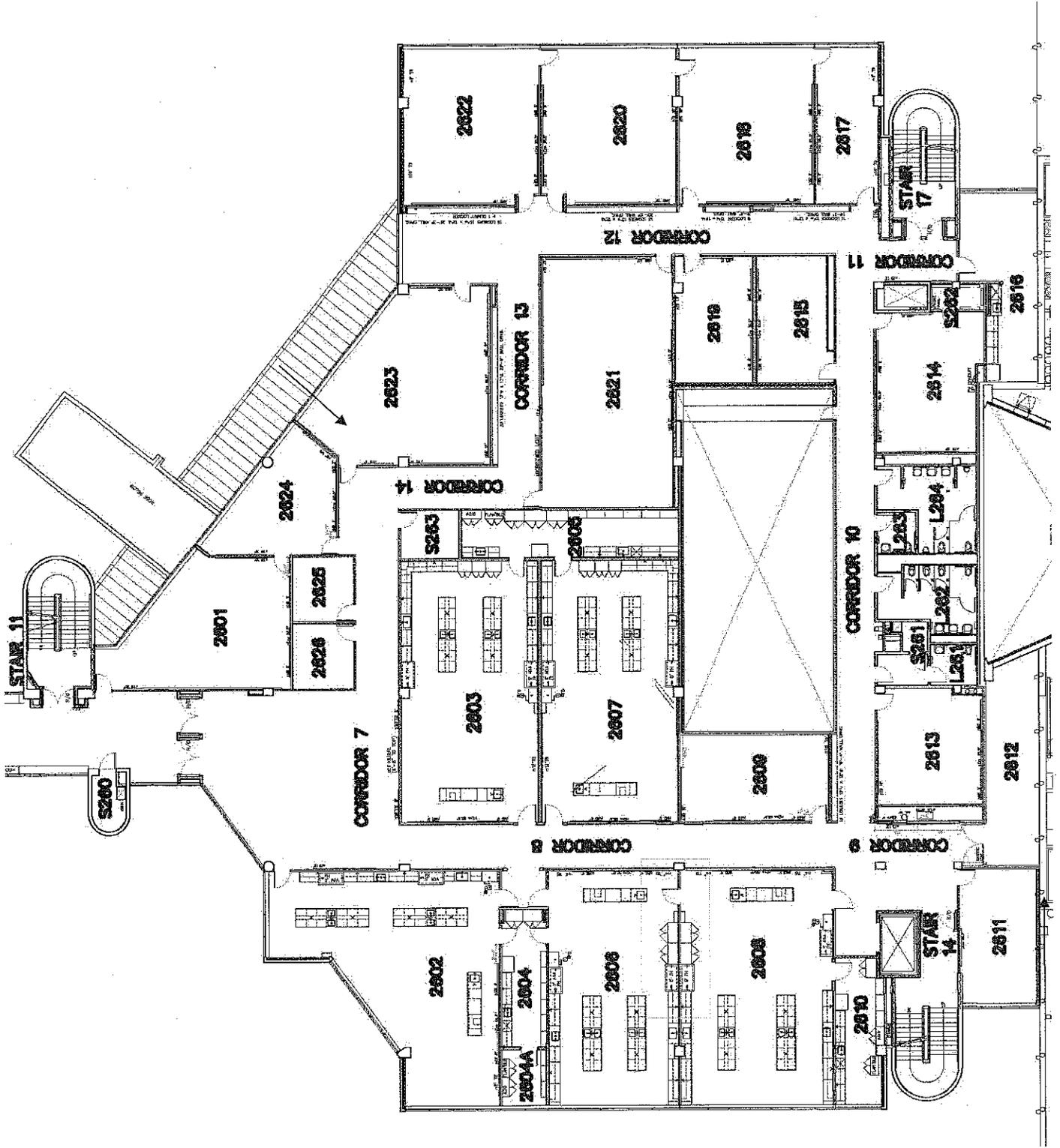


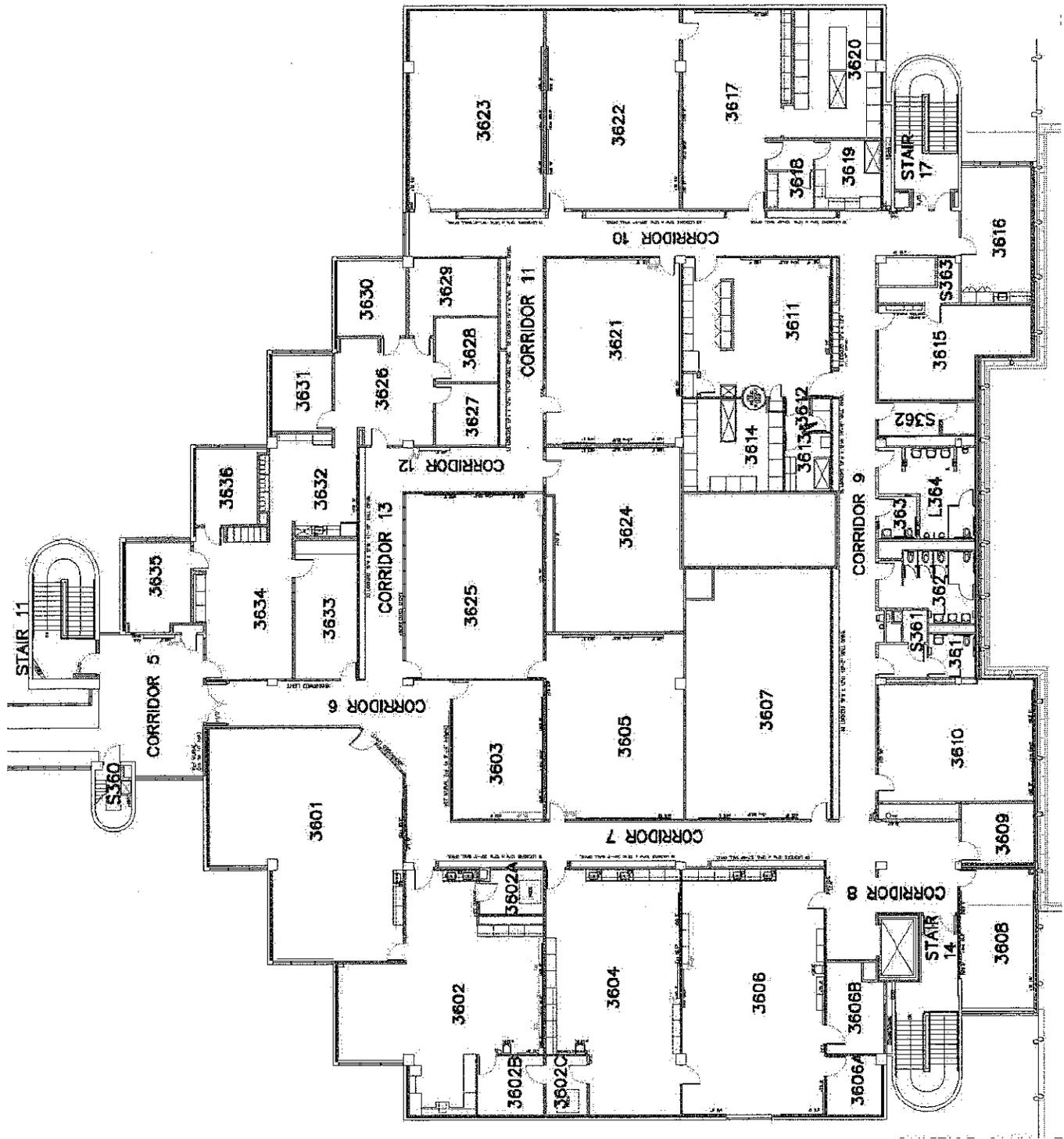
Arts 0
Map of CRLS Phase 2—As of 08/26/10



Artis 1
Map of CRLS Phase 2—As of 08/26/10







**City Of Cambridge/Cambridge Public Schools
Articles of Agreement
for Materials, Supplies, Equipment or Services- SAMPLE**

Commodity:
File Number:

This agreement is made and entered into this _____ by and between the **City of Cambridge/Cambridge Public Schools**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, a corporation duly organized and existing under the laws of the State of _____ ("the Contractor").

Address:
Telephone:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of _____.

Contract Value:

Article IV. Payment. The **City of Cambridge/Cambridge Public Schools** agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the **City of Cambridge/Cambridge Public Schools**, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the **City of Cambridge/Cambridge Public Schools** as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Name of Bidder: _____

Except as otherwise provided in the Articles of Agreement, the **City of Cambridge/Cambridge Public Schools** may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the **City Of Cambridge/Cambridge Public Schools** may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the **City Of Cambridge** and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the **City of Cambridge/Cambridge Public Schools** security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status; or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The **City of Cambridge/Cambridge Public Schools** may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assign ability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to four other identical instruments set their hands the day and year first above written.

Approved as to Form subject to the
approval of the School Committee:

Nancy E. Glowa
Acting City Solicitor

Robert W. Healy
City Manager

Secretary of the School Committee
For the Cambridge School Committee

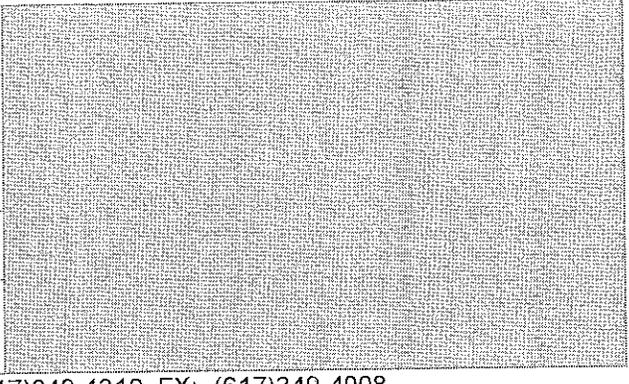
The Contractor:

Signature

Name (printed)

Cynthia H. Griffin
Purchasing Agent

Name of Bidder: _____

FORMAL BID	
FILE NO: 5904	
COMMODITY: Managed Print Services for Cambridge Public Schools	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, September 6, 2012**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, September 20, 2012. Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, Formal, File No. 5904.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: **"This envelope contains a bid for Managed Print Services opened at 11:00 A.M. on Thursday, September 20, 2012"**. **The bid and all documents submitted with it are public records.** This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ FAX NUMBER: _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Name of Bidder: _____

GENERAL TERMS AND CONDITIONS

All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

LAWS:

EQUAL OPPORTUNITY:

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES:

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES:

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES:

Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING:

Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS:

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS:

The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT:

Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY:

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

TERMINATION OF CONTRACT:

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

ASSIGNABILITY:

The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Name of Bidder: _____

**TO: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139**

The undersigned hereby proposes to provide "Managed Print Services" for the Cambridge Public Schools. A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one. The City/School Department will renew years two and three depending on the performance of the contractor and the price for the subsequent years.

Prices must remain FIRM during the entire contract period. Submitted bids must demonstrate that the contractor can meet all the functional, technical and system requirements outlined in the specifications below.

Contract will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.

PLEASE SUBMIT YOUR BID IN DUPLICATE (One original and one copy, no hard binders).

Pre-bid Meeting Conference Call

The Cambridge Public Schools will be hosting a pre-bid conference for all interested vendors on **Thursday, September 13, 2012 starting at 10:00 AM. EDT** using telephone conferencing. The purpose of this conference is to allow potential submitters the opportunity to ask questions in an interactive setting.

To join the telephone conference, please call (712) 432-0900. The meeting ID number 333373 followed by a #. If you should have any technical problems in joining the conference, please call the Help Desk at (617)-349-4839.

Questions

Questions **including any exceptions to the specifications** must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than **Thursday, September 13, 2012 by 4:00 p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

Please check the Purchasing Department website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Name of Bidder: _____

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

I. INTRODUCTION

A. Purpose

The Cambridge Public Schools seeks to contract for Managed Print Services that will provide the district with a single source for printer ink, break fix repair services, inventory control and print management consulting, at a fixed per copy rate.

B. Project Background

The Cambridge Public Schools (CPS), located in the City of Cambridge, Massachusetts, employs approximately 1,500 people and serves approximately 6400 students. The rolling stock of printers, copiers, fax machines and multi-function printing and copier devices is distributed across 15 school buildings and one administrative office building.

The CPS intends to implement Managed Print Services under this bid for two buildings: Central Administrative Offices (CO) at 159 Thorndike St, and Cambridge Rindge Latin School (CRLS) at 459 Broadway. Floor plans for CRLS are provided in Appendix 2. Floor plans are not available for 159 Thorndike Street. Copies of Appendix 2 are attached and in addition can be viewed electronically by clicking on the pdf attachment.

Goals for this project include the following:

- Combine service and supply costs into a "cost per page" model
- Consolidate toner purchasing to realize cost savings and provide a just-in-time supply stream
- Outsource printer maintenance to create a single point of contact for break fix service and maximize device up-time
- Establish an end-of-life process for recycling and disposal of salvage inventory
- Optimize the district's printing and copying through asset deployment rationalization
- Simplify management of service, supplies, ordering, receiving and payment processing

II. SCOPE OF SERVICES SPECIFICATION

A. Contractor

The Cambridge Public Schools shall enter a contract with one contractor. Contractor will provide all required ink, services, parts and supplies required, and will present a comprehensive inventory and analysis of the district's printers and printing needs at the beginning of the contract, and in each year the contract is in force. The contract will be managed by the Information, Communication and Technical Services (ICTS) Department at CPS

Name of Bidder: _____

The apparent lowest bidder will be asked to provide a comprehensive demonstration of all functional and technical requirements prior to final bid award. The City of Cambridge School Department makes the final determination of qualified bidder.

B. Functional Specifications

1. Contractor will utilize existing district printers and not require CPS to purchase new hardware to implement this program.
2. Contractor will provide a client manager as primary interface to CPS to supervise all aspects of the contract.
3. Contractor must be able to support multiple printer brands, including but not limited to the currently deployed hardware included in Appendix 1.
4. Within 45 days of contract signing, Contractor will compile a comprehensive initial asset inventory of all in-scope devices in the two buildings, and make this inventory and any future revisions available to CPS electronically.
5. Contractor will tag all in-scope devices with an information asset tag that includes the unit serial number and Contractor contact information.
6. Contractor will install comprehensive monitoring and tracking software on CPS servers that will provide CPS personnel with daily and aggregate inventory statistics on each in-scope device pertaining to:
 - a. Unit name, device type, make, model, description, location, office #, user, IP address, Serial #, MAC address
 - b. Ink levels
 - c. Meter reports of prints, copies; color, B&W and fax page output counts, both static and for any user specified period of at least 1 year
 - d. Ink page coverage statistics (where reported by device)
7. Contractor will create secure access to its monitoring and tracking software for authorized CPS personnel to flexibly query the database remotely, and will include search filters, screen display formatting and output capability for CSV or Excel format.
8. Contractor will set permissions for CPS personnel in the monitoring software to be able to update printer profile data and to set polling intervals.
9. Contractor will provide documentation and / or training to CPS staff in operating and managing the software.
10. Contractor will provide toner or ink cartridges for every in-scope device.
11. Contractor will supply replacement toner and ink cartridges when monitoring software indicates a device is low on ink, to prevent ink outages.
12. CPS staff will install toner and ink cartridges in each device.
13. Contractor will maintain an online toner request system that select CPS personnel can use as an alternative to the monitoring software that flags low ink conditions. Requests will also be made for non-networked in-scope devices.
14. Contractor will not store ink or parts inventory on site except as requested by CPS.
15. All deployed ink supplies become property of CPS until recycled.
16. Contractor will provide primary break fix service for in-scope devices.
17. Contractor will provide both warranty and out of warranty service for in-scope devices.

18. Break fix service includes repair, replacement and maintenance of parts, preventative maintenance and assurance of high quality output. Service will also include firmware and software updates and any custom print drivers for in-scope devices.
19. Contractor will provide a single point of contact: a toll-free phone number and email address to place calls to their Help Desk. Contractor will staff the Help Desk during school business hours (7:00am - 5:00pm) 12 months of the year.
20. Contractor will dispatch service technicians when notified by CPS personnel. Contractor must respond on site within 4 hours of notification. However, service to devices in classrooms will occur only before 8:00am or after 2:45pm, and must ensure minimal disruption to CPS activities.
21. Repairs must be completed within 24 hours in 90% of the service calls.
22. Contractor will deploy technicians certified to service in-scope devices.
23. Contractor will provide comparable loaner hardware to temporarily replace any unit that cannot be restored to service on site within 24 hours.
24. Print output quality will be judged as follows:
 - a. No extraneous ink marks
 - b. No double printing, banding or "ghosting"
 - c. Print aligned with the paper
 - d. Text and images sharp and without blurry edges
 - e. Text ink consistently and adequately distributed throughout the page
 - f. Graphics uniformly represented
 - g. Color (where used) is true to source material, aligned with B&W print and without inter-color bleeding
 - h. Intact paper output (no creases or malformations)
25. Contractor will provide initial and semi-annual program reviews. Contractor will advise CPS regarding deployment optimizations, cost saving measures, replacement timetables, new technologies and utilization efficiencies. CPS is under no obligation to implement any review conclusions or advice.
26. Contractor will recycle used toner and cartridges in an environmentally safe fashion and provide documentation of these procedures to CPS.
27. Contractor will recycle and dispose of end of life in-scope devices in an environmentally safe manner and provide documentation of these procedures to CPS.
28. Contractor is responsible for all costs associated with acquisition, shipment and delivery of ink, repair parts, and loaner hardware.
29. Any use by Contractor of subcontractors to perform work must be bound by all terms of the contract including CORI reviews. Contractor assumes full responsibility for all actions of its subcontractors, and agrees to inform CPS whenever subcontractors are providing service.
30. Contractor will provide timely and detailed online reports of activities including: ink deployment, service calls and resolutions, device malfunctions and status changes, device loans, and recycling and reclamation.
31. Contractor must invoice on a quarterly basis.

C. Technical Specifications

1. Contractor must provide 24/7/365 user access to its monitoring and tracking software, and have at least 99% uptime. Contractor must monitor servers and system operations, and notify CPS upon detection of any downtime or service outages.
2. Contractor must ensure that any and all software to be installed on CPS servers is tested and free of defects and malware.
3. Contractor will maintain backups of captured data to ensure no loss of historical data. Data will be kept for a minimum of 3 years.
4. Contractor will restrict access to CPS data to required Contractor personnel, and not disclose this data to any 3rd party.

D. Project Implementation

1. Contractor will provide user documentation and training, as needed, to make use of the monitoring and tracking software.
2. Appendix 1 contains a recent inventory and the estimated total annual meter counts for current inventory of in-scope devices at the two locations. It was derived from monitoring software reports for networked reporting devices and extrapolated counts for other devices..

III. Quality Requirements

A "NO" response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle Yes or No for each of the following Quality Requirements.

1. Bidder can meet all functional, technical specifications and system requirements as defined in Section II, Scope of Services Specifications, of this document.

YES NO

2. Bidder is providing Managed Print Services similar to those described in this Invitation for Bid for at least two School Districts with at least 350 printers under contract, and has at least two (2) years experience providing such services.

YES NO

3. Bidder has staff available to begin implementation within forty-five (45) days of the fully executed contract.

YES NO

4. Bidder can provide, upon request, proof of financial solvency.

YES NO

Name of Bidder: _____

IV. BID SUBMISSION REQUIREMENTS

Failure to submit documents requested may result in the determination that your bid is non responsive unless the City deems such a failure to be a minor informality.

1. Please provide the names, telephone numbers, addresses and emails of four references which are current clients using the Contractor's managed print services. References must include two clients that are school districts with with 350 printers or more in which the bidder has been servicing for two years or more. The Cambridge Public Schools reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting less than excellent past performance by the bidder.

+Name and telephone number of two clients with 350 printers or more in which bidder has been servicing for two years or more

- 1) _____
- 2) _____

Name and telephone number of two additional references in which bidder has been providing "Managed Print Services"

- 1) _____
- 2) _____

2. Please provide a list of current clients in the Eastern Massachusetts vicinity.
3. Please submit a written response to each of the functional and technical specifications and the hosted system requirements detailed in Section II, Scope of Services Specifications (Sections II-B, II-C; and II-D). Response may be as simple as the word "yes", but further elaboration is encouraged where appropriate.
4. Please submit a written description of the Contractor's approach and timeline for service implementation, including analysis, procedures and user training for software.

V. PERFORMANCE MEASUREMENT FOR SERVICES

Contractors are required to maintain a high level of performance. Performance Measurements are developed to preserve customer satisfaction and evaluate the contractor's performance. We will examine the following areas.

1. **Customer service and satisfaction:** The Contractor delivers Managed Print Services as specified in the proposal on an "as needed" basis.
2. **Product Quality:** Materials/services provided meet or exceed specifications and meet all warranties express and implied.
3. **Reporting Requirements:** The Contractor submits complete and accurate reports of contract usage upon request of the ICTS Department.
4. **Invoice Preparation:** The Contractor's invoices are complete and accurate and identify the materials and services provided.

Name of Bidder: _____

VI. PRICE PROPOSAL The bid price should be represented as cost per page for print output and must factor in all costs related to the Scope of Services Specification. These include: all required ink, break fix services, and parts and supplies required for each device. Cost per page should also include provision of contractor's management and analysis services; CPS access to monitoring software; deployment of loaner units; recycling and disposal services; acquisition and delivery of parts, supplies and ink; service personnel transportation; and required documentation and training during the contract term. No other costs will be paid by CPS. Bidder understands that the print totals (see Appendix 1) represent a good faith estimate of past usage and that the number of prints over the contract year may vary from this amount, affecting the amount paid by CPS.

Please indicate the cost per page and totals below for Black & White and Color pages:

Year One

Cost per Black & White page: \$ _____ X 1,744,666 = \$ _____
Estimated # of Copies *Total*

Cost per Color page: \$ _____ X 438,988 = \$ _____
Estimated # of Copies *Total*

Total Cost for Black & White + Total Cost of Color = \$ _____
Total Bid Submitted

Total Bid in words year one _____

Year Two

Cost per Black & White page: \$ _____ X 1,744,666 = \$ _____
Estimated # of Copies *Total*

Cost per Color page: \$ _____ X 438,988 = \$ _____
Estimated # of Copies *Total*

Total Cost for Black & White + Total Cost of Color = \$ _____
Total Bid Submitted

Total Bid in words year one _____

Year Three

Cost per Black & White page: \$ _____ X 1,744,666 = \$ _____
Estimated # of Copies *Total*

Cost per Color page: \$ _____ X 438,988 = \$ _____
Estimated # of Copies *Total*

Total Cost for Black & White + Total Cost of Color = \$ _____
Total Bid Submitted

Signature of Bidder: _____

Name of Bidder: _____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person
signing quotation, bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

Name of Bidder: _____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

**Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

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

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

This form must be submitted with your bid

Name of Bidder: _____

City Of Cambridge/Cambridge Public Schools
Articles of Agreement
for Materials, Supplies, Equipment or Services- SAMPLE

Commodity:
File Number:

This agreement is made and entered into this _____ by and between the **City of Cambridge/Cambridge Public Schools**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, a corporation duly organized and existing under the laws of the State of _____ ("the Contractor").

Address:

Telephone:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of _____.

Contract Value:

Article IV. Payment. The **City of Cambridge/Cambridge Public Schools** agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the **City of Cambridge/Cambridge Public Schools**, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the **City of Cambridge/Cambridge Public Schools** as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Name of Bidder: _____

Except as otherwise provided in the Articles of Agreement, the **City of Cambridge/Cambridge Public Schools** may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the **City Of Cambridge/Cambridge Public Schools** may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the **City Of Cambridge** and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the **City of Cambridge/Cambridge Public Schools** security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The **City of Cambridge/Cambridge Public Schools** may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assign ability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to four other identical instruments set their hands the day and year first above written.

Approved as to Form subject to the
approval of the School Committee:

Nancy E. Glowa
Acting City Solicitor

Robert W. Healy
City Manager

Secretary of the School Committee
For the Cambridge School Committee

The Contractor:

Signature

Name (printed)

Cynthia H. Griffin
Purchasing Agent

Name of Bidder: _____