**HOLYOKE COMMUNITY COLLEGE**

Request for Quotes on Multi-Functional Devices

**Section I. Calendar**

Calendar

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<td>Issue RFQ</td>
<td>August 9, 2021</td>
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<tr>
<td>Vendor Questions Deadline</td>
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<td>Answers to Vendor Questions</td>
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<td>Site Visit Walk Through</td>
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<td>Submission Deadline for RFQ</td>
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The calendar dates listed on HCC's website (https://www.hcc.edu/about/doing-business-with-hcc/bid-announcements) are the official dates for this RFQ. If there are any discrepancies between the dates in this document and the dates listed on HCC's website, the dates listed on HCC's website shall be the official dates and times.

**Section II. Submission Instructions**

Vendors who wish to be considered for this project should submit their proposals to the College as follows:

All responses will be received via email to the College's Buyer, Brian Jackson (bjackson@hcc.edu) prior to the date and time specified on the College's website for the project titled Multi-Functional Devices. All required documents must be submitted in the format specified.

Vendor responses to questions contained in the sections below must reference the section number and description of the section. The vendor must list the section number and description and then list their answers to the questions contained in that section. Hard copy bid responses will be accepted and must be received before 2PM on August 23, 2021.

All questions must be submitted via email to College's Buyer Brian Jackson (bjackson@hcc.edu). The deadline for submitting questions is August 13, 2021 at 5PM. No Verbal questions will be accepted or answered.

**Section III. Term of Contract**

The initial term of the contract will be five (5) years. The College reserves the right to extend the contract for an addition three (3) one-year contracts.

All MFD leases will be co-terminus, expiring at the end of the initial agreement term.
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Section IV. Evaluation Criteria
Cost
Functionality of replacement machines
Service
References

Section V. Required Documents

Documents Required to Respond
  Exhibit A - Pricing Sheet
  Exhibit B - Cover Sheet for Multi-functional Devices – Must be signed
Vendor answers to question contained in this document Multi-Functional Devices

Vendors Awarded Contract Must Sign
  o Exhibit C - Commonwealth of Massachusetts Contract For Service
  o Exhibit D - Commonwealth Terms and Conditions document
  o Exhibit E - State Tax Compliance
  o Exhibit F - W9 Form

Section VI. Cost
Vendors must complete the cost and equipment descriptions required in the Excel file labeled Exhibit A Pricing Sheet. This worksheet lists all of the machines that are currently leased and used outside of our Copy Center. Vendors must place the monthly lease amount of the machines that they would replace these machines with if they win the award for this contract in column P Proposed Monthly Lease Cost. The vendor must also supply a specification of the replacement machine that they are offering in column Q Proposed Replacement Machine. If a vendor fails to place a cost next to each machine in column P then we will take the most expensive monthly lease amount for the replacement machines you are listing on the worksheet and fill in all of the blank spaces with that cost. The monthly lease cost that you place in column P must include the cost of all supplies except paper. In addition it must include all maintenance and repair costs for the machine.

At the bottom of Exhibit A you must enter the click costs for both black and white and color copies.

Please note that the College reserves the right to award this contract to multiple vendors. As a result, this award may be made by individual machines. All devices listed on the pricing list are owned by the College. The pricing must include removal of the devices that will be replaced.

The College also reserves the right to reduce the number of machines that we lease.
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All costs associated with delivery, installation and training are to be included in the monthly lease rates for the replacement machines. All packing material must be removed from the College property on the same day of deployment at no cost to the College.

Also, please fill in how many days you will need to have these machines available for delivery after you are notified that you are awarded. In addition, if any of these machines move during the term of this contract, the vendor will move these machines at no cost to the College.

Section VII. Requirements For Replacement Equipment
Copiers:
- Required to have ADA compliant touch panels
- Required to have integrated proximity, bar code, and scan card reader capability
- Required to have access to latest firmware images
- Ability to be centrally managed (i.e., deploying firmware images, deploying setting changes, etc.)
- Ability to automatically forward faxes to email or shared network storage
- Anytime a copier is replaced with a full unit or any portion of the copier that stores data is replaced or removed it must be either:
  - Sanitized of data to the DoD 5220.22-M standard or higher
  - Physically shredded
- Anytime a copier is replaced with a full unit or any portion of the copier that stores data is replaced or removed a certificate of destruction must be provided for the sanitation or physical shredding as required above

PaperCut:
- Papercut is the only solution HCC will accept – no substitutions allowed
- Ability to integrate with Active Directory
- Ability to control black & white printing
- Ability to control duplex printing
- Ability to support printing from mobile devices

Supplies:
- Provide all MFD supplies, including staples, with the exception of paper. These costs must be included in the monthly lease amount of the MFD.

Section VIII. Expectations
- Low Cost total solution
- Track MFD usage and costs by device, location, budget and user.
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- MFD’s that are easy to use, as walk up devices (including any add on keypads or aps if applicable), as printers (from networked desktop computers & Smart Phones), scanners, copiers and as fax machines (walk up or from desktop computer).
- Campus authorized users will be able to utilize any of the MFD’s supplied under the contract regardless of location on campus with the ability to charge to specific end user budget based on usage (Follow Me Print).
- MFD leases will be co-terminus, expiring at the end of the initial agreement term.
- Relocate MFD’s after initial copier implementation as necessary, at no charge to the College.
- Remove MFD’s after initial copier implementation, as necessary, at no charge to the College.
- Provide MFD operation and troubleshooting documentation (hardcopy quick guides and full documentation in hardcopy and on line form).

Section IX. Training

All costs for training must be included in the monthly lease rates for the replacement machines. In this section, please explain the type and amount of training you will give us.

Section X. Service

In response to this section, please explain the process we will have to follow to request service and any guarantees you can give regarding on site response time to our requests for service. Also, include any additional information that is important to know regarding your services of the machines.

Section XI. Machine Functionality

In response to this section, please explain the capabilities of each machine that you include in your RFQ response.

Section XII. Reporting

Please describe your capabilities of providing reporting and data that the College can use to facilitate the overall objectives of this initiative.

Section XIII. Educational Opportunities

Student Internship Opportunities: The College is interested in having the successful vendor provide paid internship opportunities to students enrolled at the College. If interested please include in your response how your company would participate in this opportunity by describing in detail, any opportunities that you are offering.

Section XIV. References (1 page limit)

Vendor responses shall include, the names, addresses, contact names, and telephone numbers of three clients, similar in size and scope to the College. The vendor shall indicate how long
they've had a contractual relationship with the client and the types of products and services provided to the client. We prefer that you include at least one higher education reference. The College reserves the right to contact other former/present clients for reference purposes if they feel it is appropriate.

Section XV. Validity of Proposals
Proposal must be signed by an official authorized to bind the vendor to its provisions. Proposals must remain valid for at least 90 calendar days from the deadline for proposal submission.

Late proposals will not be considered. Proposals must be emailed to HCC's Buyer, Brian Jackson (bjackson@hcc.edu), or a hard copy received at the College by August 23rd at 2PM.

Section XVI. Choice of Law
The laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement. The Contractor agrees to bring any federal or state legal proceedings arising under this Contract in which the Commonwealth or the College is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the Parties. The terms in this proposal will take precedence over any terms that are submitted by vendors in response to this RFP. If the College can’t agree to contract terms with the vendor(s) that win an award then the College reserves the right to move the award to another vendor.

Section XVII. Force Majeure
Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Section XVIII. FOB Destination
All devices delivered under any resulting agreement will be delivered FOB Destination, freight included to each campus participating in the agreement. All pricing proposed shall include any freight costs.

Section XIX. Proposal Costs
Expenses incurred by the vendor in preparation of proposals are the responsibility of the vendor.

Section XX. Termination of Agreement
The College may terminate this Contact, if Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by the Contract, including; but not limited to (1) Vendor's failure to provide products(s) as required in this Contract; (2) any of the rights granted to College herein are materially restricted or limited during the Term of this Contract; (3) a final judicial order, opinion, or governmental regulation prohibits the availability of device(s), whether or
not due to a cause beyond the reasonable control of the Vendor; (4) labor disputes between the Vendor and its employees, or a union results in the picketing of, or a work stoppage by, Vendor's employee(s), agents, or suppliers; (5) Vendor fails to act as an equal opportunity employer with an affirmative action plan during the term of this Contract; (6) if in the sole judgment of the College, the College receives an excessive number of complaints about the Vendor's products (s) or services;

In the event of breach of this Contract by Vendor, the College may terminate this Contract by giving written notice to the Vendor at least thirty (30) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the College.

If the notice provides a cure period and the Vendor fails to cure the alleged breach within the period stated in the notice, the College may terminate this Contract without penalty upon seven (7) days written notice to the Vendor.

Notwithstanding, if such failure or delay in rendering performance is more than thirty (30) days, the College may at its discretion termination this Agreement without penalty or recourse, by providing written notice to Vendor.

**Section XXI. Cash Discounts:**
Please indicate if your organization offers cash discount options.

The College's payment terms are Net 30 days from the date of receipt of all submittal, in accordance with Section 9, with late penalty interest assessable at rates established by the Commonwealth, after 45 days, in accordance with M.G.L. C29, s29C, and with Commonwealth Regulation 815 CMR 4.00.

**Section XXII. Severability.**
If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

**Section XXIII. Assignment and Delegation**
The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the College, nor shall the Contractor subcontract any service without the prior written approval of the College. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

**Section XXIV. Insurance**
The Contractor and their sub-contractor(s) shall purchase and maintain at their sole cost and expense throughout the term of this project adequate insurance coverage, to include but not be limited to the following types and amounts of coverage:

The following minimum insurance coverage is required.

Workers’ Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars ($1,000,000) per occurrence.
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Commercial General Liability Insurance including contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least one million dollars ($2,000,000) per occurrence and three million dollars ($4,000,000) per aggregate. The policy must be endorsed to include the College as an additional insured.

Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars ($1,000,000) per accident.

Acceptable Insurance Carriers. All insurance maintained by the Contractor pursuant to the Contract shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the College is required. All insurance companies to be used by the Contractor must have a Best’s Rating of not less than A- and be reasonably acceptable to the College.

College As Beneficiary And Additional Insured. All insurance maintained by the Contractor must include a waiver of subrogation and shall provide that insurance for the benefit of the College shall be primary and the College’s own insurance shall be non-contributing. The Contractor shall provide the College, in the manner specified by the section entitled Notice in the Contract, written evidence of insurance from the insurer within ten (10) business days prior to the execution of the Contract and annually when the policy is renewed. The Contractor’s General Liability Insurance and Automobile Liability Insurance, to the extent these coverage types are required under the Contract, shall include or be endorsed to include the Commonwealth, the College, its Trustees, Officers, servants, and employees as an additional insured. Additional insured status must on the certificate of insurance.

Section XXV. Acceptance & Rejection of Proposals:
The College is not obligated to accept any proposal and nothing within the RFQ shall be taken as constituting a contract or agreement. In addition, College reserves the right to:

Make all decisions regarding this proposal, including, without limitation, the right to decide whether any proposal does or does not substantially comply with the requirements.
Accept, reject, or negotiate modifications to any terms of proposals received. Communicate with the vendors, individually or collectively, formally or informally. Reject any or all proposals received.

Section XXVI. Additional Rights Reserved:
In addition to all other rights, College specifically reserves the right to:

Select and negotiate with those parties it judges qualified for competitive bidding and terminate negotiations without incurring any liability.
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Accept or reject all or part of a bidder’s proposal or accept no proposal at all.
Negotiate various terms and other conditions of business with the successful bidder(s).
Contact any bidder to obtain corrections or clarifications to a submitted proposal if necessary to make a fair comparison of all proposals submitted.
Extend the proposal submission date, for all bidders, if it is determined to be necessary for any reason.
Amend or supplement this RFQ in writing at any time.