THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

REQUEST FOR PROPOSALS

Copier Lease & Service

Thurgood Marshall Academy—a nonprofit, college-preparatory, public charter high school—seeks a vendor to provide and maintain photocopiers.

A) Equipment & Maintenance Proposal:
   At a minimum, bidders must propose rates for leasing and service based on the specifications described below.
   In addition, bidders may propose changes.
   The winning bidder commits to work in good faith to craft the optimal solution for the school.

1) Copier Configuration
   Standard Configuration
   To facilitate comparison among vendors, please bid on the following configuration (Xerox machines preferred; comparable models by other manufacturers considered):
   • 1 Primelink B91000 production machine or equivalent supporting 90 ppm or more
   • 3 XALB8170 or equivalent high-end copier at 70 ppm B&W
   • 1 XALC8145 or equivalent high-end copier at 45 ppm color
   • All machines must provide the following:
     o High capacity feeders
     o Finisher with sorting and stapling
     o 3-hold-punch drill
     o Color scanner
     o Networkable—i.e., supports the following
       ▪ print-driver from Dell desktops/laptops networked via MS Exchange server and Web-based systems such as Google Suite
       ▪ delivery of scans via email
     o Passcode access and tracking

   Alternatives
   Bidders can provide alternate proposals in addition to the standard configuration. Clearly distinguish among proposals.

2) Other Specifications
   a. Dimensions: Include the dimension of each machine-and-peripherals footprint—the school must ensure machines can fit in available space.
   b. Scan File Size: Provide data on the file size of scans made from the machine—e.g., file size in MB of one color sheet scanned at 400 dpi with OCR.
c. **Receptacles and Other Considerations:** Describe power requirements, outlet (receptacle) requirements, special paper, or any other factor affecting installation, use, and maintenance of machines.

**B) Rates & Contracts**

Please provide leases and service agreements including the following rate information based on the specifications above (and, separately, for any alternate proposals):

1) **Lease Term:**
   i. **36-Month Lease** strongly preferred.
   ii. **Month-to-Month upon Expiration:** Both service agreements and leases must convert to month-to-month at the end of the lease term.

2) **Lease Fee:**
   i. Monthly fee for 36 month lease (or company’s closest equivalent);
   ii. Origination fee or any other lease fees if applicable.
   iii. Escalations and periods (e.g., annual lease payment increase), if any.

b. **Buyout:** Buyout of existing lease @ $20,940.

c. **Shipping Prior Copiers** Contracts must specify that vendor will at vendor’s expense ship existing (old) equipment to address specified by current vendor/lessor.

3) **Maintenance contract cost:**
   i. **Per-copy cost preferred**—itemize between B&W and color, by machine if applicable, etc.
   ii. If per-copy not offered, indicate term (monthly, quarterly, etc.) and fees for the following: please bid as follows
      1. 750,000 copies/quarter for black & white copies
      2. 7,500 copies/quarter color
   iii. Escalations (terms of fee increases), if applicable

4) **Supplies Covered:** Items included from maintenance contract (such as toner, drums, staples, or parts)

5) **Costs When Not Covered:** Cost of maintenance good and services excluded from coverage by contract fees—itemize in full

6) **Taxes** (reflecting the fact that Thurgood Marshall Academy is a tax-exempt 503(c)(3) not-for-profit)

7) **Any other fees or costs**

8) **All-in Quotation:** Clearly identified total of quotation, which must be “all in”

9) **Other:** Any other terms, conditions, or requirements

**C) Value Added:**

Describe special features or programs that differentiate equipment and/or service. Ability to fax from the one copier in the main office will be a plus. Low noise level will be a plus.

**D) Lead Time:**

Specify lead time from contract commitment to use by end-users.
E) **Reliability:**
   1) Offer statistics or other evidence of reliability of equipment.
   2) Provide the lifetime and annual page recommendations for each machine proposed.
   3) Explain service lead-time for servicing malfunctioning units.
   4) Describe preventative maintenance procedures.

F) **References:** Include the name, title, company, address, phone, and email address for **three (3)** references who can speak to reliability of machines and service; references in DC charter or private schools strongly preferred.

**Note also:**

**General Conditions Statement & “Appendix II” Agreement:** By bidding, contractors agree to the General Conditions Statement found below. Please also sign the “Appendix II” that permits the school to allocate federal funds to the costs.

**Non-debarment:** By submitting a bid, contractors affirm that they (and lessors/subcontractors, if any) are not an excluded party by or disbarred from doing business with or accepting funds from either the U.S. federal government or the government of the District of Columbia.

**RFP Amendments:** Amendments and extensions of the RFP—if any—will be published exclusively on the school website—[www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org) (with e-mail notice to bidders who have already submitted proposals including e-mail addresses).

**Contact:** To inquire about or protest this bid, contact **David Schlossman, 202-276-4722, dschlossman@tmapchs.org.** Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at [www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org).

**Deadline & Submission:** Proposals must not exceed 10 pages (other than contracts) and 5MB file size. For best consideration, submit bids by **September 10, 2020**, via e-mail to [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org).
A General Conditions Statement regarding Proposals

The following general conditions apply to all RFPs issued by Thurgood Marshall Academy, whether published publicly or circulated only to invited bidders. The conditions also apply to any proposal made by a vendor to Thurgood Marshall Academy independent of an RFP process, whether provided “cold” by a vendor or requested by Thurgood Marshall Academy. By submitting any proposal of any kind, vendors agree to these conditions.

Acceptance of a proposal neither commits Thurgood Marshall Academy to award a contract to any vendor, even if all requirements stated in the RFP are met, nor limits the school management’s rights to negotiate in Thurgood Marshall Academy’s best interests. School management reserves the right to contract with a vendor for reasons other than the lowest price. The pricing, terms, and conditions offered in any vendor’s response to any RFP must remain valid for 90 days from the date the proposal is delivered. Expenses incurred in the preparation of proposals in response to any RFP and any follow-up information provided is the vendor's sole responsibility. Except in cases in which the school has published an RFP or related information, any information contained in any RFP or released in relation to any RFP is confidential and may not be disclosed without the express written permission of Thurgood Marshall Academy. All RFPs and all information released by Thurgood Marshall Academy or its agents related to RFPs, whether published publicly or circulated by invitation, constitute the intellectual property of Thurgood Marshall Academy and may not be reproduced without express written permission. Only managers—generally the Executive Director—and Trustees may obligate the school to a contract.

Conflicts of Interest
Vendor must disclose in proposal any potential conflicts of interest presented by the project, whether the potential conflict relates to a business or a personal relationship.

CBE Registration: Registration as a DC Community Business Enterprise (“CBE”) is a “plus” except when funding sources prohibit a geographic preference.

Non-debarment: By submitting a bid, contractors affirm that they (and lessors/subcontractors, if any) are not an excluded party by or disbarred from doing business with or accepting funds from either the U.S. federal government or the government of the District of Columbia. The vendor attests that neither the firm nor any individual principal of the firm is debarred as described above.

RFP Amendments: Unless otherwise indicated, amendments and extensions of RFPs—if any—will be published exclusively on the school website—www.thurgoodmarshallacademy.org (with e-mail notice to bidders who have already submitted proposals including e-mail addresses when possible).

Contact: For further information regarding any RFP contact Chief Operating Officer David Schlossman, dschlossman@tmapchs.org. Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at www.thurgoodmarshallacademy.org.

END OF RFP
CONTRACT APPENDIX

Compliance with Appendix II—2 CFR 200.326 Provisions

This Appendix is incorporated into the contract.

The contractor agrees to abide by all applicable requirements of Appendix II—2 CFR 200.326 (“Appendix II”). While sections below describe specific commitments by the contractor (and where applicable the client) to observe requirement under Appendix II, the language included in this appendix is not intended to be comprehensive; it is the contractor’s responsibility to follow all relevant laws and provisions of Appendix II, whether or not they are articulated in whole or part in this document.

The contractor agrees to inclusion in the contract of the following provisions that appear to apply to contracts under Appendix II.

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<th>Area</th>
<th>Requirement</th>
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| Remedies Clause  
Contracts > $250K  
(Federal Simplified Acquisition Threshold) | While nothing in this Appendix shall diminish or waive remedies specified in the contract, the remedies requirements specific to Appendix II of 2 CRF 200 do not apply unless the executed contract exceeds $250,000. Should the contract exceed $250,000, the contractor will negotiate in good faith remedies provisions compliant with Appendix II. |
| Termination for Convenience  
Contacts > $10K | The parties agree that the body of the contract contains a clause complying with Appendix II termination-for-convenience requirements. |
| Equal Opportunity Employment  
Construction contracts at any amount | The contractor agrees to follow all applicable Equal Opportunity Employment requirements, including those required by Appendix II. |
| Davis-Bacon Act  
Construction contracts at any amount | The body of the contract contains provisions requiring compliance with the Davis-Bacon Act. |
| Copeland “Anti-Kickback” Act  
Construction contracts at any amount | The contract and client agree to abide by the provisions of the Copeland Act. |
| Hours & Safety Standards  
Contracts applicable to mechanics or laborers & >$100K | The contractor must employ qualified mechanics and laborers, and must follow all applicable Hours & Safety Standards, including those required by Appendix II. |
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<tr>
<th>Rights to Inventions</th>
<th>This clause applies only to contracts for the performance of experimental development or research work:</th>
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<tr>
<td>Contracts of any values entered into for the performance of experimental, development or research work</td>
<td>If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, development, or research work under that “funding agreement,” the contractor acknowledges and will comply with Thurgood Marshall Academy’s work to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</td>
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<th>Clean Air/Water</th>
<th>Clean Air/Water Contracts &gt; $150K</th>
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<td>The contractor agrees to follow applicable clean air/water standards as required by Appendix II.</td>
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<th>Energy Efficiency</th>
<th>Energy Efficiency All contracts</th>
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<td>The contractor will follow all mandatory standards and policies relating to energy efficiency which are contained in the state/District of Columbia energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).</td>
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<th>Byrd Anti-Lobbying</th>
<th>Byrd Anti-Lobbying Contracts &gt;$100K</th>
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<td>The contractor and the client agree to abide by Byrd Anti-Lobbying provisions as required under Appendix II.</td>
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<th>Recovered Materials</th>
<th>Recovered Materials All contracts; Items where price &gt;$10K</th>
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<td>(1) In the performance of this contract, or any purchase where the price of the item exceeds $10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</td>
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Other
All contracts

(1) Contractor agrees to abide by and/or assist Thurgood Marshall Academy in abiding by any other regulation under Appendix II or Uniform Guidance 2 CFR 200.317-326 that applies to the circumstances of the contract.

(2) Contractor agrees to abide by and/or assist Thurgood Marshall Academy in abiding by any other laws and regulations pertaining to the contract, including but not limited to those communicated by federal or District of Columbia agencies or grant monitors.

For Thurgood Marshall Academy

Thurgood Marshall Academy
Client

____________________________
Signature

____________________________
Printed Name & Title

____________________________
Date

For the Contractor

Company Name

____________________________
Signature

____________________________
Printed Name & Title

____________________________
Date