



PERRIS UNION HIGH SCHOOL DISTRICT

REQUEST FOR PROPOSALS NO. 040122 MFD

**THREE YEAR TERM WITH PURCHASE AND LEASE OPTIONS:
WORKGROUP DEPARTMENTAL DIGITAL COPIERS, SERVICE AND
SUPPLIES, WORKFLOW SOFTWARE SOLUTIONS & MULTI-YEAR OPTIONS
FOR MANAGED PRINT SERVICES FOR DESKTOP PRINTERS**

To: Prospective Proposers

Please immediately review our “RFP Process Timeline” in the Information for Proposers - Specific section, Page 3 of this document.

Any requests for interpretation or corrections must be made in accordance with the Terms and Conditions section, “Item 7 - Interpretation of Documents” and according to the “RFP Process Timeline”.

The district reserves the right to reject any Proposal which imposes conditions or terms on purchases of the goods and/or services which were not specified in the original Request for Proposals Document.

If you wish to respond, your completed Proposal must be returned in a sealed envelope no later than the **Proposal Opening Date and Time** as stated in the Notice to Proposers.

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INSTRUCTIONS FOR COMPLETING RFP RESPONSE TEMPLATES

RFP RESPONSE TEMPLATES

INSTRUCTIONS FOR COMPLETING PROPOSAL SHEETS

A. NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Perris Union High School District, acting by and through its Governing Board, hereinafter referred to as the “District”, will receive up to, but not later than **2:00 PM, April 1st, 2022** sealed Proposals for the award of a contract for:

RFP # 040122 MFD

THREE YEAR TERM WITH PURCHASE AND LEASE OPTIONS FOR WORKGROUP DEPARTMENTAL DIGITAL COPIERS, SERVICE AND SUPPLIES, WORKFLOW SOFTWARE SOLUTIONS & MULTI-YEAR OPTIONS FOR MANAGED PRINT SERVICES FOR DESKTOP PRINTERS

Such proposals shall be received at the District Office, Perris Union High School District ,155 E 4th Street, Perris CA 92570, Purchasing Department.

Any Proposal received after the stated date and time will not be considered. Proposals submitted and participation by interested Proposers shall be at no cost or obligation to the district.

Each Proposal must conform and be responsive to this invitation, the Information for Proposers, the Specifications, the Plans, if any, and all other documents comprising the pertinent RFP documents. There is a **Zoom Based Mandatory Pre-RFP Conference on March 16th, 2022 at 10:00 AM. Proposers wishing to participate must first contact the District via email (sylvia.hinojosa@puhsd.org) prior to March 11th 2022, 4:00 PM to register for the Pre-RFP Conference. An invite to the Zoom meeting will be sent to the pre-registered participants and will be limited to one invite per vendor.** The RFP documents will be available only to those attending the Mandatory Pre-RFP conference.

The district reserves the right to reject any or all proposals, to accept or to reject any one or more items on a proposal, or to waive any irregularities or informalities in the proposal or in the proposal process. The district may award a contract according to the State of California Education Code Section, 20118.2.(C). Notwithstanding Section 20118.1, a school district may, after a finding is made by the governing board that a particular procurement qualifies under subdivision (b), authorize the procurement of the product through competitive negotiation as described in subdivision (d).

No Proposer may withdraw its Proposal for a period of ninety (90) days after the date set for the opening of Proposals.

Publication: Daily Review

Publication Dates:

03/02/22

03/09/22

B. INFORMATION FOR PROPOSERS SPECIFIC: RFP PROCESS TIMELINE: The following is the estimated timeline for Proposal submittals and the Proposal evaluation and selection process (“RFP Schedule”):

1.

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
March 11 th	Deadline for registering for the Zoom Based Mandatory Pre RFP-Meeting.
March 16 th	RFP Documents may only be obtained by attending the <u>Mandatory Zoom Based Pre-Proposal Meeting at 10:00 AM</u>
March 22 nd	Deadline for Vendors to submit their requests for interpretation of RFP documents to; sylvia.hinojosa@puhsd.org
March 25 th	Deadline for District to issue Addenda and to send out to prospective Responders. Note: Responders are ultimately responsible for checking with the district promptly after this deadline to ensure that they are aware of any and all addenda to this RFP. If the District needed to extend this addenda deadline, the district would first issue an addendum to officially extend the addenda deadline.
April 1 st	RFP Due DATE AND TIME (RFP SUBMITTAL DEADLINE). Sealed Proposals must be received no later than 2:00 PM on April 1st, 2022 at the district office located at: 155 E 4 th Street, Perris CA 92570
May	Anticipated Award of RFP

The district reserves the right, at any time to adjust in the form of additions, modifications or deletions to the RFP schedule. Such adjustments, if any shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.

2. **PERIOD OF CONTRACT:** Refer to the RFP Response Templates.
3. **COMPOSITION OF THE PROPOSAL DOCUMENTS:** The Proposal is set up in a **Fifteen (15)** part sequence comprised of the following:
 - A. Notice to Proposers
 - B. Information for Proposers Specific
 - C. Sample Agreement (to be executed only with awarded Proposer)
 - D. Terms & Conditions, Materials and Specifications
 - E. RFP Form
 - F. RFP Sheets
 - G. RFP Response Templates
 - H. References
 - I. Designation of Subcontractors
 - J. Non-Collusion Declaration
 - K. Proposer's Certification Regarding Workers' Compensation
 - L. Non-Discrimination Statement
 - M. Drug Free Certification
 - N. Alcohol and Tabaco
 - O. Background Check Certification

All parts will become a binding part of the contract awarded to the successful Proposer. Part C (the Agreement) will require completion upon notice of award.

4. **BACKGROUND INFORMATION: The Perris Union High School District**

The Perris Union High School District (PUHSD) is a public school district serving the cities of Perris and Menifee in Riverside County, United States.

PUHSD serves more than 10,000 students in middle school and high school. The district is composed of 4 High Schools, one middle school, a military charter school, and an alternative education high school with three district facilities.

5. **DOCUMENTS TO BE INCLUDED IN THE PROPOSAL SUBMITTAL PACKAGE:** Proposal submittals must include the following items, completely filled out and signed by authorized signatory personnel of the Proposer's company, in order to be considered a responsive proposal:

- C. Agreement with identified exceptions and deviations to the form
- E. RFP Form
- F. RFP Sheets (2 printed sets & 2 electronic copies, i.e. flash drive)
- G. RFP Response Template (2 printed sets & 2 electronic copy, i.e. flash drive)
- H. References
- I. Designation of Subcontractors
- J. Non-Collusion Declaration
- K. Proposer's Certification Regarding Workers' Compensation
- L. Non-Discrimination Statement
- M. Drug Free Certification
- N. Alcohol and Tabaco
- O. Background Check Certification

6. **INFORMATION AND GUIDELINES:**

A. DISTRICT CONTACT PERSON:

Sylvia Hinojosa
 Perris Union High School District
 155 E 4th Street, Perris CA 92570
 Email: sylvia.hinojosa@puhsd.org

B. ACCESS TO RFP ADDENDA

For clarifications and/or addenda Proposers are responsible for checking with Sylvia Hinojosa
Email: sylvia.hinojosa@puhsd.org

Failure to obtain addenda shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal.

Note: There may be multiple addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under this solicitation.

All Respondents are responsible for obtaining all RFP materials.

C. INTERESTED PARTIES

Firms who are advisors to the district in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be "interested in," more than one Proposal. For purposes of this paragraph, "interested in" means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer. Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

D. PROPOSER CLARIFICATIONS

Without limitation to the district's rights relating to the conduct and content of Negotiations, the District reserves the right, but assumes no obligation to, at any point in the RFP process to contact a Proposer directly, without notice to other Proposers, for purpose of obtaining clarifications of, or to address minor irregularities, informalities, or apparent clerical mistakes in, a Proposal ("Proposer Clarifications"). Where the District determines that there is a need and justification for seeking Proposer Clarifications, the District may request Proposer Clarifications from some Proposers and not other Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked may be different for each Proposer.

E. FALSE INFORMATION

In addition to and without limitation upon any other requirements of the RFP Documents, the District reserves the right, but assumes no obligation, to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false, incorrect, or materially incomplete.

F. DISTRICT CONFIRMATION

The district reserves the right, but assumes no obligation, to confirm through any means available to the district the truth, accuracy, or completeness of any information contained within the resumes or other information submitted by a Proposer or communicated by a Proposer during face-to-face communications with the district or its representatives or consultants administering the RFP process.

G. NO JOINT OFFERS ACCEPTED

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, "DISTRICT" intends to contract with an individual firm and not with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a prime-subcontractor basis, rather than as a joint venture or informal team. The firm acting as the "prime", if it receives the Award, will enter into the Agreement with the District.

H. DISTRICT DETERMINATIONS

The district shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer's compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding.

7. **PROPOSER SAMPLES TO BE SUBMITTED AT TIME OF RFP:** All Samples requested are identified within Section 3 and/or Section 7 RFP Sheets of the Proposal Documents.
8. **REFERENCES:** Proposers are required to complete the "References" sheet as part of their proposal submittal. Proposer must be able to present evidence of satisfactory experience providing similar goods and/or services as those specified in this RFP.
9. **DESIGNATION OF SUBCONTRACTORS:** Proposers are required to complete the "Designation of Subcontractors" Form as part of their proposal submittal.
10. **PROPOSER'S CERTIFICATION REGARDING WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of California Labor Code, the awarded Proposer shall secure the payment on compensation to his/her employees. The awarded Proposer shall sign and file with the district the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Proposal documents. Each Proposer shall sign the certificate and submit it with his/her sealed proposal.
11. **NON-DISCRIMINATION STATEMENT:** Proposers are required to complete the "Non-Discrimination Statement" Form as part of their proposal submittal.
12. **PROPOSAL SUBMISSION:**

The proposer shall submit to the District One (1) **printed original and One (1) printed copy of its proposal, together with two (2) USB drive containing an electronic version of the proposal, addressing each of the items in this RFP and must be received by the "District" no later than 2:00 PM. PST, on April 1st 2022.** The printed original proposal must be marked on the cover page with the following notation: "ORIGINAL." Proposals must be signed and shall become property of the district. Proposals shall be submitted in a sealed package displaying the proposer's name and the words: "**Proposal Responding to:**

**RFP # 040122
FIVE YEAR TERM WITH PURCHASE AND LEASE OPTIONS – WORKGROUP DEPARTMENTAL
DIGITAL COPIERS, SERVICE AND SUPPLIES, WORKFLOW SOFTWARE & MULTI-YEAR OPTIONS
FOR MANAGED PRINT SERVICES FOR DESKTOP PRINTERS"**

Mail or deliver proposals to:
ATTN: Sylvia Hinojosa
Purchasing Department
Perris Union High School District
155 E 4th Street
Perris CA, 92570

Any proposals received after the time and date above will be, at the sole discretion of the district, be returned unopened or set aside without consideration.

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer to ensure that its proposal is delivered on time. If hand delivered, ample time should be scheduled for delays caused by traffic

and parking. District does not guarantee parking accommodations to proposers submitting proposals. The district shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the District was the sole cause of the late receipt.

Proposals submitted via fax, telephone or email will not be accepted.

All proposals must be firm offers subject to acceptance by "DISTRICT" and may not be withdrawn for a period of ninety (90) calendar days following the Proposal Submission Deadline. Proposals may not be amended once submitted to "DISTRICT", except as permitted by "DISTRICT."

13. DESCRIPTION OF SERVICES: There are three (3) components of this RFP.

Component One includes the lease or cash purchase for **Seventy-Four (74)** departmental digital devices (**61 Black and White (B/W) & 13 Color**) ranging in speed from **35 (PPM) to 95 (PPM)** as defined in categories One through Seven pertaining to **B/W devices** and categories Eight, Nine and ten pertaining to **Color devices** in the Proposal Response Templates and section 4 of the Proposal documents.

Component Two is the all-inclusive service and supply pricing requirements for each of the devices included in Component one. Service and Supply for all devices must include all consumables **including staples.**

Component Three includes Managed Print Services for **three hundred eighty-one (381)** networked desk top printers located throughout the District School sites and district offices.

The number of devices and average monthly device volumes in each of the above components and as stated in the Proposal Response Templates represent current conditions throughout the "DISTRICT". The number of devices listed in each specific category may vary from actual replacements within any one category over the term of the district award. This is due to changing conditions such as student enrollment, common software solutions and device utilization strategies offered by the awarded Proposer.

Proposers may choose to respond to all components or singularly to components one and two, or singularly to component three. Proposers responding to component one must also respond to component two.

The district is seeking a single (same manufacturer) product line throughout all categories of component one in order to maintain continuity among all users at all sites. Proposers are only allowed to submit a single set (with required copies in print and electronic format) of RFP Response Templates.

It is the right and intent of the district to select one Proposer for all components; however, the district recognizes that all Proposers responding may not choose or be able to respond to all components; therefore, the district reserves the right to select multiple or no proposers depending on the Proposal submissions.

A. Characteristics of Component 1& 2: Workgroup Digital Copiers

Component one devices range in minimum speed requirements from 35 PPM to 95 PPM.

Tracking volumes over a pre-covid period reflected component one devices produced a **combined average monthly B/W usage of approximately 871,478** impressions and a **combined average monthly Color usage of approximately 110,910** impressions.

All of the copiers are currently serviced under contracts which include service, parts, labor and supplies offered by the originating vendor.

Component one devices are available for usage by both faculty and staff, although teachers are encouraged to use specific devices located in copy and administrative offices which offer a workroom environment. Currently the District requires (PIN Codes) for user authentication and tracking of usage by individuals.

The district seeks objectives for standardization of copy/print workflow and IT implementations in order to leverage enterprise-wide solutions, thereby reducing costs with increased efficiency to each school site and District office.

Most current devices are equipped with either an inner or floor model finisher and scan to email functionality. Some of the devices include fax capabilities. Paper drawer options vary from two drawers to four drawers.

The district intends to connect all devices to the District Network. The amount of volume that is distributed between printed impressions and those that are identified as walk up copy impressions varies from device to device.

The district is aware of the many server and cloud-based options for managing copy/print, workflow automations, device utilization and usage reporting for the fleet of workgroup devices. District seeks to optimize solutions which minimize the number of vendors, deploy enterprise-based solutions and bring standardization to the entire realm of copy/print requirements.

B. Characteristics of Component 3: Managed Print Services for Networked Desk Top Printers

The district prefers a Managed Print Service (MPS) provider that charges the district a fixed cost per print for B/W images and a fixed cost per print for Color images produced on the entire fleet of “networked desktop” printers. This cost is to include all Break/Fix Service Labor, Parts and all Consumables except paper.

Through the use of FM Audit Software **381** Networked Printers were identified. The printer manufacturer and models are listed in the “MPS Attachment” of the RFP documents. Tracking the average monthly usage over a pre-covid period of time reflected the **381** Networked Printers produced an average monthly usage of approximately **114,250 B/W prints and minimal color usage**. A general assessment of usage trends indicates the majority of devices are producing under 300 images per month in B/W usage and minimal Color images on colored enabled printers. The workflow assessment for the desktop printers also indicated the usage was consistent with convenience over that of any specific application that could not be printed on a workgroup digital copier. While the District would like to lower both usage and the number of desktop printer devices, it desires to do so through a managed print program that offers user convenience and printer access with priority given to logistical and security parameters with the goal to greatly enhance the district overall print environment and associated cost factors. This MPS component is meant to be implemented District wide. Local printers in use are not included within the 367 device statistics however the district understands the importance of bringing printers onto the network. The awarded vendor will be asked to participate in a “mapping” process detailing the optimal device to user(s) ratio. The district is acutely aware of the higher cost of printing on desktop printers and is seeking processes for print tracking and user accountability as means for reducing current expense.

14. **METHOD OF PROPOSAL EVALUATION AND CONTRACT AWARD:** The District may award a contract according to the State of California Public Contract Code Section, 20118.1 “The governing board of any school District may contract with an acceptable party who is one of the three lowest responsible proposers for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate”.

IMPORTANT: The awarded Proposer must supply all required items they propose. Refer to “RFP Instructions, Terms & Conditions” Section following for further explanation.

During the evaluation process the district may require supplemental information in order to fairly evaluate a proposal. For this purpose, the district may request such information from the Proposer after the initial submittal. If such information is required, the Proposer will be notified and will be permitted a reasonable period of time to submit the information.

The district will proceed to evaluate all submitted Proposals as follows:

- **Step I:** The Purchasing Office will review each Proposal to ensure that all required forms have been submitted and are complete and signed as required. Proposers whose Proposal Sheets indicate that they meet specifications and whose Proposal Package is complete shall be deemed “responsive” in

this initial phase. Proposal packages from Proposers who are not deemed “responsive” may be eliminated from further consideration by the district.

- **Step II:** The Purchasing Office will review each responsive Proposal for the basic requirements as indicated on RFP Response Templates. The three lowest responsive Proposals for Components 1 & 2 will be selected by the total cost of a chosen acquisition alternative, lease or cash, for the Minimum Base Unit Specifications and any selected options combined with the total service and supply cost (based on 8.5 x 11 images), for all categories within each component for a three year period of time (inclusive of any stated increases for service and supplies) to be calculated on the average monthly volume listed on the RFP Response Templates. Once the three (3) lowest responsive Proposals for Components 1 & 2 have been selected the performance standards responded to in Section 3 will play an important part in the final award. Component 3 will be evaluated by selecting the three lowest responsive Proposals as it relates to the total cost per image stated by the Proposer in Section 7.13 for an initial two-year term needed to meet the MPS requirements described in Section 7. Once the lowest three Proposals for Component 3 have been determined the performance standards responded to in Section 7 will play an important part in the final award.
- **Step III:** The proposal package of the three (3) lowest responsive Proposals for each set of components will then be submitted for review by the District’s Proposal Evaluation Team, comprised mostly of members of the District’s Business Services and IT departments. This review may also include presentations/interviews and requests for sample/demo units from this pool of Proposers.

At this point, the overriding criteria for selecting the final Proposer(s) for award of the contract(s) shall be what the district determines, in its sole best judgment, to be in the overall best interests of the district and relying on responses to Section 3 and Section 7 of the RFP provided by each of the final three Proposer for each set of Components. The district does not require as part of this step of the process that the Evaluation Team pre-establish or establish any kind of formal point system or hierarchical evaluation method for the selection of the final Proposer(s) out of the three (3) lowest Proposers for each of the components separately, since this judgment process is inevitably subjective in nature. NOTE: Should the Team determine at any time that a Proposers proposed system(s) does not meet the specifications required in determination on non-responsiveness, they shall obtain from the Purchasing Office the proposal package of the previously determined 4th lowest responsive, Proposer for their review.

- **Step IV:** The Proposal Evaluation Team will submit the recommendation for contract award to the Board. The Purchasing Office finalizes an agreement with the selected Proposer, and thereafter purchase orders for the subject equipment may be issued.

15. **RESPONSE INSTRUCTIONS FOR ALL COMPONENTS:** Attached is the RFP Response Template for Components one through four containing category tabs in Excel format. Indicated within each tab is the number of devices anticipated to be leased or purchased from each category. The RFP Response Template will be the document in which you will list all equipment costs and the related service and supply cost information. **DO NOT CHANGE THE FORMAT OF ANY OF THE RFP RESPONSE TEMPLATES. (all RFP Response Templates must be submitted in original Format).** FAILURE TO COMPLY WITH THIS REQUEST MAY RESULT IN DISQUALIFICATION.

Tab - “ECC1 - B&W” refers to Component One Equipment Cost Category One, Black and White

Tab - “ECC1 - C” refers to Component One Equipment Cost Category Eight, Color and show as category 8 on template

Tab - “ECC2 - B&W” refers to Component One Equipment Cost Category Two, Black and White

Tab - “ECC2 - C” refers to Component One Equipment Cost Category Nine, Color and shows as category 9 on template

Tab - “ECC3 - B&W” refers to Component One Equipment Cost Category Three, Black and White

Tab - “ECC3 - C” refers to Component Three Equipment Cost Category Ten, Color and

shows as category 10 on template

Tab - "ECC4 - B&W" refers to Component One Equipment Cost Category Four, Black and White

Tab - "ECC5 - B&W" refers to Component One Equipment Cost Category Five, Black and White

Tab - "ECC6 - B&W" refers to Component One Equipment Cost Category Six, Black and White

Tab - "ECC7 - B&W" refers to Component One Equipment Cost Category Seven, Black and White

Section 1 & 5: Cover Page

List Company name and address, contact name, title, email address and phone number.

Section 2 & 6: Company Overview

Provide a brief company history to include products and services.

Section 3 & 7: Responses to Performance Expectations

Provide responses to the specific criteria listed in Section 3.0 and 7.0 of this RFP. Responses shall be made to all the sub sections in Section 3.0 and 7.0 for Responders of these components. **All Responses must be in RED TYPE FONT:**

- Each section must be addressed separately and begin on a new page to allow easy separation of each section and must be referenced to the RFP sub-section number.
- Enter the phrase "Unable to meet expectation" beside any sub-section in your response for which services are not being provided.
- All responses must be specific and explain in detail how the expectations in each sub-section will be addressed.

Section 4: Equipment Service and Supply Pricing Expectations for Digital Copiers:

Provide pricing as indicated for each category in Section 4 of these Proposal documents for each tab in the respective Proposal Response Template category. All minimum base equipment and equipment options pricing must meet the operational criteria Proposer described in Section 3.

- Sales tax to be excluded on all prices.

Any charges not specifically identified and itemized as stated above by the Proposer must be borne by the Proposer.

C. AGREEMENT

[To be executed between the district and the selected/awarded Proposer(s)]

Responders are asked as part of its submittal package to identify in writing any exceptions or deviations they may have to the Agreement. Such noted exceptions or deviations identified by the responder may be considered by the district but are not guaranteed to be accepted as changes to the Final Agreement with the successful proposer.

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, by and between the PERRIS UNION HIGH SCHOOL DISTRICT, Perris, California, hereinafter called the "District", and _____, hereinafter called the "Proposer".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

THE RFP DOCUMENTS: The complete contract consists of the following documents: The Notice to Proposers, the Information for Proposers, the Accepted Proposal, the Specifications, RFP Addenda, the Proposal Sheets, the RFP Response Templates, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Proposer are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Proposal documents, or the Contract.

THE MATERIALS, SUPPLIES and/or SERVICES: The Proposer agrees to furnish the item or items of the stated Proposal listed herein, and all transportation, service, labor and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications, Plans, if any, and other Proposal documents, at the price or prices hereinafter set forth. The district shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of its delivery and acceptance by the district. It is understood by the Proposer that all items or service will be promptly delivered to Perris Union High School District as stipulated in the RFP documents. The items and/or services awarded are as follows:

**3 Year Term with Purchase and Lease Option for
Workgroup Departmental Digital Copiers, Service and Supplies,
Workflow Software(s) & Multi Year Options for Managed Print Services for Desktop Printers**

PROPOSER TO COORDINATE DELIVERY AND OR SERVICE WITH DISTRICT REPRESENTATIVE: The successful Proposer will be required to schedule installation with each individual department and then separately for the District Office and other support services.

PRICES / RATES: The District will pay the awarded Proposer for actual items/services provided to the district at the prices/rates that are listed on the (selected Proposer) "RFP Response Templates" that are submitted as part of the Proposers submittal.

INSURANCE REQUIREMENTS FOR THIS CONTRACT: When the awarded Proposer will be performing work or services at District facilities and/or will be delivering items to the District using the Proposer's own transport vehicles (rather than via common carrier), the awarded Proposer shall maintain adequate insurance to protect him/herself and the District from claims for damages or personal injury, including death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District.

The awarded Proposer shall be required to file the following proofs of such insurance with the district prior to receiving authorization to proceed on a contract:

- Certificate of Insurance naming the Perris Union High School District as an additional insured, confirming the following minimum coverage:
 - \$1,000,000 combined single limit **general liability** coverage, and
 - \$1,000,000 **automobile liability** coverage,
- Endorsements to the above policies naming Perris Union High School District as an additional insured.
- Proof of Workers' Compensation coverage.

Should any of the above described policies be canceled prior to their expiration dates, the issuing company shall mail 30 days written notice of cancellation to the district.

The awarded Proposer shall maintain current insurance documents, for all of the above coverage's, on file at the district during the term of any contract with the district.

AUTHORIZATION / NOTICE TO PROCEED: The awarded Proposer shall not proceed to deliver the awarded items and/or perform the services as awarded until the district has issued the awarded Proposer an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

PERMITS AND LICENSES: Proposer and all of the Proposers employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.

TAX I.D. INFORMATION: When requested by the district, the awarded Proposer shall be required to promptly submit its current tax identification information to the district, supplying a current W-9 and completion of the District's Proposer Information Sheet; these forms provide the district with additional important information to ensure that the awarded Proposer is correctly set up as a Proposer in the District's financial systems.

THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the designated District Inspector for this Contract or such qualified officer or employee as the district may substitute therefore. Inspection of the items shall not relieve the awarded Proposer from any obligation to fulfill this Contract. Defective items shall be made good by the Proposer and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District Inspector and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the awarded Proposer shall immediately remedy such defect in a manner satisfactory to the district.

REMOVAL OF REJECTED ITEMS: All items rejected by the District Inspector at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the awarded Proposer who shall assume and pay the cost thereof without expense to the district and shall be replaced by satisfactory items.

TERMINATION FOR BREACH: If the awarded Proposer fails or neglects to supply or deliver any of the contracted goods, articles, or service at the prices named and at the times and places above stated, then the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Proposer responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Proposer in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the district.

DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the awarded Proposer for Component(s) 2, 3, or 5 service and supply costs, as in its judgment may be necessary to cover defective items not remedied, and the district may apply such withheld amount or amounts to the payment of such claims, in its discretion.

EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract request any alterations, deviations, additions or omissions from the Specifications or Plans or other RFP documents, it shall be at liberty to do so, and the same shall in no way affect or void the contract, but the cost will be added to or deducted from the amount of said contract price as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- By an acceptable lump sum proposed from the Proposer.
- By unit price agreed upon by the District and the Proposer.

No change shall be made in any specification of any item under the contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the district and written consent thereto obtained.

TIME OF COMPLETION: The Awarded Proposer shall begin performance of the Contract promptly upon due execution and delivery to the district of the signed agreement and PO. The awarded Proposer is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the RFP documents.

INFRINGEMENTS - INDEMNIFICATION: The awarded Proposer shall assume the defense of all claims and suits against the district, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by the district, its officers or agents, or any article supplied under this RFP. And the awarded Proposer shall indemnify and hold harmless the district, its officers and agents, from any and all liability loss, or damage arising from such claims or suits.

GENERAL INDEMNIFICATION

Awarded Proposer shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach, or willful misconduct of Proposer, its officials, officers, employees, agents and consultants arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Awarded Proposer shall defend, at Proposer's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the district, its officials, officers, agents, employees and representatives. To the extent of its liability, Awarded Proposer shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. The awarded Proposer shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ATTORNEY'S FEES: If suit is brought by either party to this contract to enforce any of its terms (including all component parts of the RFP documents), and the district prevails in suit, the awarded Proposer shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

PROPOSER IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this contract, the awarded Proposer is an independent Proposer, and is not an officer, employee or agent of the district.

SUBCONTRACTING: Proposer agrees to bind every subcontractor (to include, if any, of the Proposers selected authorized dealers or resellers) by terms of the contract as far as such terms are applicable to subcontractor's work. If Proposer subcontracts any part of this contract, Proposer shall be as fully responsible to the district for acts and omissions of his/her subcontractor, and of persons either directly or indirectly employed by his/her subcontractor, as is for acts and omissions of persons directly employed by Proposer. Nothing contained in the RFP documents shall create any contractual relation between any subcontractor and the district.

District's consent to or approval of any subcontractor under this contract shall not in any way relieve Proposer of his/her obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

ASSIGNMENT OF CONTRACT: No assignment by the Proposer of any contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Proposer, will be recognized by the district unless such assignment has had the prior approval of the district has been given due notice of such assignment in writing and has consented thereto in writing. The Purchase Order shall not be deemed an asset of the Proposer. If the Proposer enters into any voluntary or involuntary receivership, bankruptcy, or insolvency proceedings, the Purchase Order may be canceled at the district's option upon written notice to the Proposer.

TOLL CHARGES: The Proposer must make available to the district a toll-free phone number if it is necessary that the district place long distance telephone calls in connection with the contract (for complaints, adjustments, shortages, failure to deliver, etc.).

SHIPPING INSTRUCTIONS: Delivery of material and specified documentation by the delivery date is essential to maintain the operating schedule of Perris Union High School District facilities. Deliveries may be expedited by the district. Proposer shall notify the district promptly of any conditions affecting the delivery date. The district may at its sole option accept or return deliveries which vary from the specified delivery date or quantities except for authorized partial shipments. All goods are to be shipped FOB Destination.

PACKING: All items listed on the Purchase Order shall be packaged and shipped in accordance with good shipping practices. All items or their containers shall be piece marked with a description and Purchase Order number. Items disassembled for shipment shall be match marked. Unpainted surfaces and openings shall be protected from impact and weather damage.

INVOICES: All invoices shall be submitted to the District Accounting Department. Purchase Order number will be entered on all invoices submitted for payment. In the event the district is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a currently completed invoice, whichever is later. If an adjustment in payment is necessary due to damages, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Purchase Order, but the invoice does not reflect the existence of a cash discount, the district is entitled to a cash discount with the period commencing on the date it is determined by the District Accounting Department that a cash discount applies.

All invoices not providing a discount shall be paid within thirty days after receipt of invoice at the required destination. For any portion of the material which does not conform to the requirements of the Purchase Order, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the district's right to inspect and accept the material and its documentation, nor shall the withholding of any payment or prorated portion thereof preclude the district from pursuing any other rights or remedies it may have under the Purchase Order.

Except for sales and use taxes, the Purchase Order price for the material is inclusive of all other fees, excises and charges which are now or hereafter imposed by federal, state, municipal, or other local public authority.

ACCEPTANCE: The District shall accept the equipment by means of a separate and specific to each device Delivery and Acceptance form signed by the district, only after sufficient tests and inspections have been made by the district within a reasonable time after receipt of the material to determine that the material meets all the requirements of the Purchase Order. If such inspections and tests show the material, or any part thereof, not to be as specified in the Purchase Order, the District may reject such material and Proposer shall be advised and shall promptly correct or replace such rejected material at Proposers sole expense or at the district's option, shall issue credit for monies paid.

WARRANTY: Proposer warrants articles supplied under this contract to conform to specifications herein, and the items and or material is fit for the purpose. The District and Proposer agree that this order does not exclude or in any way limit other warranties provided for in this order or by law.

Proposer shall also warrant the item and or material to be free from defects in workmanship, materials, and design. Proposer shall conform to the requirements of the Purchase Order. Proposer shall, at its sole expense and promptly after notification by the district during any warranty period, correct or replace such defective material F.O.B. destination. The warranty period for such corrected or replaced material shall be an equal duration as the original warranty period and shall start upon acceptance of such corrected or replaced material.

STATUTES AND CODES: The material and or work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of legally constituted authorities having jurisdiction as of the date of the Purchase Order.

PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY: Proposer agrees to indemnify the district and hold it harmless from and against all claims, liability, loss, damages or expenses, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement, or litigation based thereon with respect to the goods or any part thereof covered by this order. Such obligation shall survive acceptance of the goods and payment therefore by the district.

TAXES: Unless otherwise indicated, the district agrees to pay all state sales tax and, when applicable, use tax. No charge by the Proposer shall be made for Federal Excise Taxes. The district agrees to furnish the Proposer, upon acceptance of the articles supplied under a Purchase Order, with a tax exemption of articles supplied under the Purchase Order and a tax exemption certificate where applicable.

NON-WAIVER: No provision of this order or the rights to receive reasonable performance of any act called for by the terms shall be deemed waived by a waiver by the district of a breach thereof as to any particular transaction or occurrence. No waiver by the district shall be valid unless expressly stated to be a waiver in a change order.

UNCONTROLLABLE FORCES: Proposer shall not be liable for delay in the delivery date or inability to perform the work due to any cause beyond its reasonable control, provided that the Proposer promptly notifies the district in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet the delivery date. The district shall then extend, if possible, the delivery date for an equitable period due to such causes. Such causes are as follows: strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of public enemy, earthquake, or material availability.

PARTS: Proposer warrants that any parts furnished to the district shall be new and/or exactly like original and shall be warranted by Proposer that the parts will fit their intended use.

GOVERNING LAW: The Contract, Agreement, and Purchase Order shall be construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any legal actions, proceedings or claims related to the Agreement shall be brought in a competent court of jurisdiction in the State of California, County of Riverside.

NOTICES: Any legal notice pertaining to the Purchase Order shall be in writing and sent registered or certified mail postage prepaid. The notice shall be sent to the district or to the Proposer, as appropriate, to their respective addresses appearing on the Purchase Order.

COMPUTER HARDWARE & SOFTWARE: Proposer hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Proposer agrees to promptly respond to and resolve any non-complaint issue regarding accessibility of its products or services which is brought to its attention. Proposer further agrees to indemnify and hold harmless the Perris Union High School District, and any District related office or school using the Proposers products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

DELIVERIES: Deliveries are acceptable between the hours of 7:30 AM and 4:00 PM. No deliveries will be accepted on Saturdays, Sundays, legal and/or District holidays unless specifically provided for in the Purchase Order.

INTERPRETATION: If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. All Contract Documents are intended to and shall be interpreted to conform to all applicable requirements of local, state and federal law. All applicable laws are incorporated herein by reference.

AMENDMENTS: The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the District's Governing Board.

NOTICE TO PROCEED: The Proposer shall not proceed to deliver the awarded items and/or perform the services as awarded until the district has issued the Proposer an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

PAYMENT: After delivery of any or all of the items and/or services hereinabove set forth and their acceptance by the Governing Board representative, the district agrees to pay to the Proposer, and the Proposer agrees to accept in full payment therefore, the sums set opposite each item, according to all the terms, conditions and specifications of the Proposal documents.

IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Proposer has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

DISTRICT'S AUTHORIZED DESIGNEE
PERRIS UNION HIGH SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

VENDOR: _____

By: _____

Print Name: _____

Title: _____

Date: _____

D. RFP Instructions, Terms, and Conditions

This RFP contains the instructions and conditions governing the requirements for a proposal to be submitted by an interested Proposer, the format in which the proposal is to be submitted, the material to be included therein, and the requirements that must be met. Each Proposer should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought by "DISTRICT" as well as the conditions in providing such services.

PROPOSALS MAY BE REJECTED AS NON-RESPONSIVE IF THE PROPOSER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS RFP.

1. **Mandatory RFP Meeting:** By attending the Mandatory Pre-Proposal meeting, qualified Proposers may obtain the pertinent RFP documents. All attendees must sign in at this meeting.
2. **RFP PROPOSALS:** To receive consideration Proposals shall be in accordance with the following instructions:
 - a) Proposals must be submitted using the document(s) and files provided by the district except for requested attachments as instructed in Section 3 and Section 7 of the RFP. The signature of all persons signing shall be in longhand. Alternative Proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - b) Before submitting a proposal, Proposers shall carefully examine the specifications and the forms of the other documents. They shall fully inform themselves as to all existing conditions and limitations and shall ensure that unit cost and total cost is reflected in the proposal. All equipment on which Proposals are submitted shall be new and currently in production.
 - c) The make and brand of the equipment on which Proposal is submitted shall be stated on the RFP Response Template.
 - d) No Proposal shall include California sales or use tax, or Federal excise tax.
 - e) All Proposals on items shall be F.O.B. District locations as specified.
 - f) No charge for packing, draying, postage, express, or for any other purposes will be allowed over and above the Proposal prices.
 - g) Proposals shall be delivered to Perris Union High School District as specified, on/or before the day and hour set for the opening of Proposals in the **NOTICE TO PROPOSERS**. Proposals shall be enclosed in a sealed envelope or box and bear the description of the Proposal and the name of the Proposer. It is the sole responsibility of the Proposer to ensure that their Proposal is received in proper time. Any Proposals received after the scheduled closing time for receipt of Proposals shall be returned to the Proposer unopened.
 - h) All items on which Proposals are submitted shall be available for testing, inspection or trial at no expense to the district within seven (7) working days upon request. The district shall conduct necessary testing within five (5) working days. In addition, the district shall bear no liability for said items.
 - i) When requested, Proposer shall submit properly marked print samples for each device on which Proposal is made to the Purchasing Office, Perris Union High School District, 155 E 4th Street, Perris CA, 92570
 - j) Samples of items, when required, must be furnished free of expense to the district and if not destroyed by tests, will upon request, be returned at the Proposers' expense.
 - k) All articles awarded on a contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the Proposer.

3. **PRICES:** All Proposal prices shall include separate quotations for each item or unit specified. Corrections may be inserted prior to the Proposal opening. Changes must be made in ink and initialed by the person signing the Proposal or by his/her authorized representative. In any case in which the total Proposal price does not equal the unit prices times the quantities indicated, unit prices shall govern.
4. **DESIGNATION OF SUBCONTRACTORS:** The form of use of Subcontractors is included as part of the RFP documents. Each Proposer shall sign the declaration and submit it with his/her sealed Proposal.
5. **NON-COLLUSION DECLARATION:** The form of such declaration is included as part of the Proposal documents. Each Proposer shall sign the declaration and submit it with his/her sealed Proposal.
6. **WORKERS' COMPENSATION:** All Proposers are expected to comply with all applicable workers' compensation requirements. When services will be performed at District facilities and/or deliveries of materials are expected to be made by the awarded Proposer itself to the District, the District will require from the awarded Proposer proof of Worker's Compensation coverage. If the District requires that the Proposer submit with its Proposal submittal a statement regarding compliance with Workers' Compensation for this contract, it shall be indicated in the "Information for Proposers - Specific" section of these Proposal documents.
7. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other RFP documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the Purchasing office of the Perris Union High School District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Proposer to submit such request according to the RFP Process Timeline detailed on page 3 of the Proposal Documents. Any request of any Proposer, pursuant to the foregoing sentence that is made after the deadline date and time specified in the "RFP Process Timeline" (Item # 1 in the Information for Proposers – Specific section) shall be deemed untimely. Please email requests to sylvia.hinojosa@puhsd.org

Interpretation or correction of the proposed documents will be made only by Addendum duly issued by the Purchasing office of the district, and a copy of such Addendum will be e-mailed to each person receiving a set of such documents. The Perris Union High School District will not be responsible for any other explanation or interpretation of the proposed documents.

Proposers are asked to submit all questions in writing by the Questions Deadline. The District shall not be obligated to answer any questions received after the Questions Deadline or submitted in a manner other than as instructed above.

Proposers should not contact District personnel in any other manner related to the RFP. Unauthorized contact with any District personnel may, at the district's sole discretion, be cause for rejection of a Proposal.

8. **ADDENDA OR BULLETINS:** Any addenda or bulletin issued by the Perris Union High School District during the time line for responding or forming a part of the documents issued to the Proposer for the preparation of the Proposal shall be covered in the Proposal and shall be made a part of the contract. The Proposer shall notate in the applicable spaces provided on the RFP Form any and all addenda numbers issued by the District for this RFP.

It shall be the responsibility of the Proposer to check with the district sylvia.hinojosa@puhsd.org to inquire for any addenda issued. All addenda issued by DISTRICT shall become part of the RFP and the Proposer shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Proposer's acknowledgement of the addenda must be declared in the proposal in Exhibit E.

Failure of the Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted. The Proposer shall identify and list in its proposal all addenda received and included in its proposal. The Proposer's failure to identify and list in its proposal all addenda received and included in its proposal may be asserted by the district as a basis for determining a proposal as non-responsive.

9. **PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:** No person, firm or corporation shall be allowed to make or file or be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm or corporation submitting a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers.
10. **WITHDRAWAL OF PROPOSALS:** Any Proposer may withdraw their proposal, either personally or by a written request, at any time prior to the scheduled time for opening of Proposals. However, no Proposer may withdraw their Proposal for a period of ninety (90) days after the date set for the opening of Proposals.
11. **RECEIVING OF PROPOSALS:** Proposals will be received at the time and place identified in the NOTICE TO PROPOSERS.
12. **EXEMPTION FROM DISCLOSURE:** Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted. All proposals submitted will become the property of the district. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the proposal that "the vendor agrees to indemnify and hold harmless the Perris Union High School District, its Board of Trustees, its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the district. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.
13. **PRE-CONTRACTUAL EXPENSES:** Pre-contractual expenses are defined as any expenses incurred by the Proposer to: (1) prepare its proposal in response to this RFP; (2) submit that proposal to "DISTRICT"; (3) negotiate with "DISTRICT" on any matters related to this RFP, including a possible contract; and (4) engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. "DISTRICT" shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the proposal shall be borne and paid for solely by the Proposer and shall not be included in their offers.
14. **IMMATERIAL DEFECT IN PROPOSAL:** The District may waive any immaterial deviation or defect in a proposal. The district's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.
15. **ORAL COMMUNICATIONS:** Any oral communication by the District Contact Person or his/her designee regarding this RFP is not binding and shall in no way modify the RFP or obligations of the District, Proposer, and/or Contractor.
16. **TRIAL INSTALLATIONS:** If the District considers a need, Proposers shall be required to arrange trial installations of items or services proposed. Failure to be able to provide such working trial installations may disqualify the Proposers submittal. Unless otherwise requested by the District, Proposers shall be required to provide the requested trial installations at the district's facility. ALL TRIAL INSTALLATIONS OR DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT. Proposers may be required to reimburse the district for travel to demonstrations not held at the district's facility.
17. **AWARD OR REJECTION OF PROPOSALS:** The contract(s) will be awarded as explained in the RFP documents section "Information for Proposers - Specific." The Governing Board of the Perris Union High School District reserves the right to reject any/or all proposals, to accept or reject any one or more items of a proposal, and to waive any informality in the proposals or in the RFP process.

18. **AGREEMENT:** The form of agreement, which the successful Proposer will be required to execute, is included in the RFP documents and should be carefully examined by the Proposer. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Proposers, the Information for Proposers, the RFP Sheets, the RFP Response Templates, the Accepted Proposal, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instruction or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the contract.

19. **CONDITIONAL RFP:** The District reserves the right to reject any proposal which imposes on purchases any conditions or terms which were not specified in the original proposal document.

20. **PROTESTS:** If any RFP protest does not comply with the following procedures, District may reject the protest. The protest may only be submitted by a proposer and shall be:
 - A. In writing.

 - B. Filed and received at PUHSD District Office no more than five (5) business days after notice of intent to award.

 - C. District must receive the protest no later than end of day on the last day to file the protest; and

 - D. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest.

 - E. Set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest.

The District shall review a bid protest that was not rejected or failing to comply with the above procedures. The District shall provide the protestor with a written response of its decision within 30 days of receiving the protest. The protestor may appeal the District's decision to the Board of Trustees. The Governing Board's decision shall be final.

21. **DELIVERY DEADLINE:** To be determined upon award

22. **RFP AS PART OF FINAL CONTRACT:** At the District's discretion, the content of this RFP may be incorporated into the final contract.

23. **NO COMMITMENT TO AWARD:** Issuance of this RFP and receipt of proposals does not commit "DISTRICT" to award a contract. "DISTRICT" expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one vendor concurrently, or to cancel all or part of this RFP.

24. **NO AGREEMENT UNTIL SIGNED:** No agreement with the district is effective until both parties have signed a contract and the District's Board of Trustees has authorized the contract.

25. **NEWS RELEASES:** News releases pertaining to any award resulting from this RFP may not be made without the prior written approval of the district.

26. **USE OF DISTRICT EMPLOYEES' NAMES:** The successful Proposer must agree to not use the names, office phone numbers, email addresses, and/or addresses of District employees for any purpose not directly related to this RFP.

27. **ADJUSTMENTS TO CONTRACT:** All adjustments shall be proposed in writing by the district for approval prior to becoming effective. All required contract amendment(s) shall be issued by the district.
28. **CONTRACTOR EVALUATION:** Contractors (and its subcontractors if applicable) will be evaluated periodically regarding their performance.
29. **TERMINATION OR CANCELLATION:** The District reserves the right to terminate any contract awarded through this RFP. The terms for such cancellation may be negotiated with the selected Responder(s) prior to issuing a contract for award.
30. **OTHER DISTRICT RIGHTS:** The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFP Documents or Applicable Laws.

E. RFP FORM

TO: PERRIS UNION HIGH SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "District".

Pursuant to and in compliance with the Notice to Proposers and the other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the Agreement, the Specifications, the Plans, if any, and other Proposal documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the Specifications, Plans, if any, and other Proposal documents, including Addenda Nos. ____, ____, ____, and ____ on file at the Purchasing Services office of said District for the prices set opposite the articles listed herein on the RFP Response Templates.

It is understood that the district reserves the right to reject this RFP in whole or in part; to waive informalities in the Proposal or in the RFP process, and that this Proposal shall remain open and not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of this RFP.

It is understood that the successful Proposer will be required to deliver: ALL ITEMS OR SERVICE OF THE STATED RFP LISTED HEREIN, AS STIPULATED IN THE SPECIFICATIONS, PLANS, IF ANY, AND OTHER RFP DOCUMENTS FOR THE FOLLOWING RFP:

**3 Year Term with Purchase and Lease Option: Workgroup Departmental Digital Copiers,
Service and Supplies, Workflow Software(s) & Multi Year Options for Managed Print Services for
Desktop Printers**

RFP SUBMITTAL CONTENT: It is understood that the complete Proposal Submittal shall include all of the following documents:

- RFP FORM, PROPOSAL SHEETS and RFP RESPONSE TEMPLATES which must be submitted on two (2) Flash Drives in addition to two (2) SETS OF ALL DOCUMENTS IN PRINTED FORMAT and signed by Proposers authorized agent/officer.
- PROPOSER'S LIST OF REFERENCES.
- DESIGNATION OF SUBCONTRACTOR'S form.
- NON-COLLUSION DECLARATION form.
- PROPOSER'S CERTIFICATION REGARDING WORKERS' COMPENSATION form.
- NON-DISCRIMINATION STATEMENT.
- CONTRACTORS CERTIFICATE ALCOHOL and TABACO FREE CAMPUS CERTIFICATION
- FINGER PRINTING BACKGROUND CERTIFICATION
- AGREEMENT with exceptions and deviations noted, if any.

It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, e-mailed or delivered to the undersigned within ninety (90) days after the opening of the RFP, or at any time thereafter before this RFP is withdrawn, the undersigned agrees that he/she will execute and deliver to the District a contract in the form attached hereto in accordance with the Proposal as accepted, all within five (5) days after receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned Proposer, upon due execution

and delivery to the District of the contract, and shall be completed by the Proposer in the time specified in said RFP documents.

Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

Proper Name of Proposer

Address

By: _____
Signature of Authorized Agent/Officer

City, State & Zip Code

Print Name

Telephone Number

Title

E-Mail address

Date _____

MAP OF DISTRICT

TO BE FOUND AT

www.puhsd.us

SECTION 1: Digital Copier: Cover Page

List Company name and address, contact name, email address, phone and fax number.

SECTION 2: Digital Copier: Company Overview

Provide a brief company history to include products and services. Include any and all personal relationships known to exist between the district or its employees and that of Proposer at time of Proposal response.

SECTION 3 : Digital Copier Performance Expectations :

3.0 The Scope:

- 3.1 Image Quality:** Color and Black and white copies/print images.
Specify Copy and Print Resolution for each product category included as priced in the Minimum Base Requirement in RFP Response Template:
- 3.2 Scan – Store – Share - Print Functionality:** Proposer will outline standard scanning, storing and sharing capabilities for documents scanned at the devices for each device category.
Specify all standard scan destinations for each category of devices. List the output file formats for documents scanned on your devices:
- 3.3 Output Finishing:** Proposer will specify the Finishing capabilities for each device category. In categories where booklet making finishers are an option, include the maximum number of booklets and pages within each booklet that can be produced. Indicate model numbers that correspond with the options priced in the RFP Response Template:
- 3.4 Print Output Management:** Proposer will specify device ability to store, share, access, documents within the print environment that allows for secured print release for each device category:
Specify variables for viewing and deleting jobs that have not been released from secured print submissions.
- 3.5 Super G3 Fax Capability:** Proposer will specify faxing capabilities to include speed dialing, broadcast functionality, and confidential fax inbox capability. Specify battery backup hours and the standard and optional fax memory:
- 3.6 Print & Copy Usage Monitoring Capabilities:** Proposer will specify the standard print and copy monitoring capabilities to include quantities for accounting codes, user authentication methods, quota setting, and report producing capabilities for desk top PC and Mac environments.
Specify for each device category and list your standard solution to **include samples of reports and methods for assigning user codes for both print and copy functionality:**
- 3.7 Hard Drive Capacity:** Proposer will specify both standard and upgrade(s) capacity of the device hard drive for each category. State capabilities for storage and retrieval of documents on the device hard drive for each device category. Indicate if hard drive is solid state or mechanical and what is included in the basic requirement as priced for each device in the RFP Response Template:
- 3.8 Device Security:** Proposer will identify standard and optional levels of hard drive security.
Specify Copy/Print/ Scan/Fax levels of security pertaining to hard drive data overwrite, sanitizing, and level of encryption functionality for each device category and indicate what is included as standard vs optional for each device in the RFP Response Template. Proposer will also detail a plan for removal of hard drives and/or destruction of stored data on machines being removed from service and specify how the plan applies to machines being returned to leasing companies, state details for what is standard and/or optional within in the plan:
- 3.9 B/W & Color Print Controller Capabilities:** Proposer will specify print controller and print driver functionality listing all emulation printing capabilities for each controller proposed for each device category:

- 3.10 Memory:** Proposer will specify the standard Random-Access Memory (RAM) needed to operate all functions of each device operating in a networked environment for each device category and indicate what is included in the basic requirement as priced in the RFP Response Template:
- 3.11 Invoicing:** Proposer will produce samples of summary Invoice alternatives for monthly service and supply charges containing each individual site location, department, copier/printer by asset number, serial number with current month & previous month meters, net number of prints/copies produced within monthly billing period. Upon award these summary invoices must be electronically submitted to the district specified location for processing. Specify your intent to include at a minimum the above invoice data as a standard invoice inclusion. **Include a sample invoice reflecting at a minimum the requested inclusions:**
- 3.12 Satisfaction Surveys:** Proposer shall periodically (within 30 days of a request by the district) survey District users about the entire realm of copying, and printing services. Survey shall be developed and administered by the awarded Proposer with input from District administration. All raw data and compiled results shall be reported to the district by the awarded Proposer. It is the responsibility of the awarded Proposer to deliver a report to District within 14 days of completion. The awarded Proposer shall act within 30 days (standards to be determined by District) to resolve complaints reported in surveys. **Include a sample user survey(s) currently in use:**
- 3.13 Account Team Structure:** The Proposer shall have a clearly defined team responsible for the district account. This team must report through a single point of contact made available to the district. This single point of contact must have decision making authority for all locations associated with the district account. Specify adherence to Account Team Structure and offer the name, title, tenure and detail the account responsibility for each team member:
- 3.14 Network Requirement:** Each device must perform its advertised functions as listed on the OEM brochure in a “stand-alone” mode as well as being connected to the district computer network. The district requires that all print drivers can be “pushed out” across the network to prevent any need for drivers to be loaded at each workstation. Specify Network Requirements for each device in each category, including requirements for options listed in the RFP Response Template for each device category:
- 3.15 Build Status:** All devices must have supplies necessary to operate device (except paper) at time of delivery. All devices furnished shall be currently manufactured with no prior usage other than that necessary for initial set up. Include a listing of all devices offered in the RFP Response Templates and indicate the initial date each device became eligible for distribution.
- 3.16 Service Level Agreement:** The District and the awarded Proposer will execute a Service Level Agreement to ensure the awarded Proposer will consistently provide service that meet or exceeds the minimum District expectations as described in this section and throughout the RFP documents.
- 3.16.1** Service Level Agreement – Damages and Cancellation provisions; the district is interested in receiving monetary damages on equipment upon Proposer’s default of agreed to performance criteria. Included in this criterion is the minimum acceptable equipment performance standard of 95% uptime measured by individual unit over any consecutive 30-day period. Equipment uptime is calculated using a 9-hour work day

(8:00 A.M – 5:00 P.M.), Monday through Friday and 22 work days per month, which is 198 working hours per month. Equipment that is “down” will be described as being unable to complete functionality for any one or more of the user’s copy/fax/print/scan (as equipped) capabilities. Preventative maintenance is exempted. Any equipment downtime (measured from the time a service call is placed by the district) will be divided by 198 working hours, subtracted from 1 and multiplied by 100 to derive an up-time percentage.

a) On devices that fail the 95% uptime guarantee over any 30-day period measured the Proposer shall credit all images produced over that same 30-day period for the specific device.

b) In an effort to increase the awarded Proposer’s accountability, the district is interested in cancellation provisions should performance guarantees, measured by individual device be unfulfilled within any 30-day period. The district will notify awarded Proposer of the performance breach in writing to the Proposers address. The awarded Proposer will have 30 days to cure the stated issue(s) or the district, at their discretion, may cancel the entire maintenance portion of their agreement with the awarded Proposer. State your acceptance of 3.16.1 (a & b) or provide your alternative(s).

3.17 Monthly Payment: Monthly lease payment for each device leased will be determined by configured device cost alone. There will be no origination fees or any other fees associated with the lease agreement. **Include sample copy of the selected Municipal Lease Document intended for this RFP:**

A) List your \$1.00 lease rates for 12 & 24 months. *Note the Proposal Response Templates only require input for 36, 48 and 60-month state and local government lease terms*

3.18 Service and Supplies: No minimum volume for any device as part of this RFP will be allowed. All service and supply charges for actual prints/copies produced will be billed monthly or quarterly in arrears over the term written into the awarded proposer agreement. All images produced by Proposer’s service technicians or for specific servicing purposes will be credited to actual prints made in the same billing period. Any and all deviations must be itemized. Please respond to the following:

a) What are the normal hours of operation of the service department?

b) The district requests all service calls to be placed through a web-based dispatch system that includes email messaging confirmation to the requester or the district’s assigned point of contact for service calls. All email-based requests must provide a confirmation to the requester or the person assigned by the district to receive service call actions and are to include call re-logs and/or successful device repair. The Proposers service supervisor/manager must also be copied as a recipient in each email. Describe your process for how technicians perform the following:

I) Receive service calls

II) Close service calls

III) Re-log a call

III) Replenish parts inventories

- IV) Obtain a needed part they do not have while onsite responding to a call
- V) Describe any service bonus/incentive program currently in place for technicians
- c) Scheduled Maintenance complete with required parts and supplies must be performed by Proposer according to the designated document output intervals. Specify the Preventative Maintenance program for each device proposed:
- d) Specify by job titles who will be responsible for installing upgrades pertaining to hardware, print drivers; firmware/software.
- e) The Proposer will state their company's intentions to increase, if at all, service and supply expense beyond the contracted term.
- f) The Proposer will detail their plans, if any for how they may provide service and supply of existing devices which they are qualified to service over the time leading up to the actual device replacement, should the Responder become an awarded vendor of this RFP.

3.19 Guarantees: The Proposer must have a series of guarantees and corresponding remedies available to the district. All guarantees must be from the Proposer and the Proposer shall be responsible for informing each District location in writing of each guarantee upon device installation. Please answer the following in detail:

3.19.1 Replacement.

- a) What recourse is available to the district when any device is not in compliance with guarantees stated in this RFP?
- b) What is the position held by the individual who makes the decision as to whether a device is to be replaced?
- c) What guaranteed service remedy will the Proposer implement when a device has a minimum of 3 calls within 30 days?
- d) If a device is replaced within the first 6 months, it must be replaced with a brand-new device. After that, it must be replaced by no less than an identical unit with comparable a meter reading. State your agreement or alternative policy.

3.19.2 Loaners.

- a) Will Proposer provide "like for like" loaner equipment after 12 hours of continual device downtime?
- b) What remedies are guaranteed if the Proposer does not agree to provide loaners?

3.19.3 Response Time:

a) Will the Proposer guarantee the district a 4-hour response time for all service calls? Response time shall be measured from the placement of the service call by the district to the arrival of a technician on-site.

b) For the purpose of a 4-hour guarantee, the average response time is measured for each individual device. In the event that a loaner device is placed into service, will the Proposer agree to the same response time guarantee?

3.20 Delivery, Removal, and Moves: The District requests all installations, internal moves and removal of equipment at the end of the contracted term to be included at no cost. All supplies, regardless of delivery location within the district will be free from delivery charges. Will Proposer honor this request?

3.21 Workflow Technology Expertise: The Proposer will identify the Proposers experience and expertise in using and installing digital Multi-function Printer (MFP) technology and workflow software, including server-based solutions within complex networks. Include a specific organizational chart of the Proposers Solution Team structure currently in place for deploying software applications. Describe any required server hardware and software specifications and configurations, including compatibility with virtual (VM) server(s), and indicate whether server is provided or to be furnished by the district. Identify all third-party Solution Team structures for any Third Party and/or private labeled solutions the Proposer may choose to deploy:

3.22 Equipment Delivery Time: The Proposer must guarantee the commencement of full operation of all device installations no later than 14-days after receipt of a District Purchase Order, or the Proposer will provide a similar product as a loaner if the new equipment is not available by the expiration of the 14-day delivery period. Specify agreement to this statement.

3.23 Support Line: Proposer will supply the USA toll free phone number staffed with knowledgeable personnel for; **(1)** help desk service calls and product troubleshooting, **(2)** supply orders, and **(3)** inquiries regarding invoicing, installation and equipment delivery status. Support line must be staffed (at a minimum) from **8:00 a.m. to 5:00 p.m. Pacific Time**. Proposer will state agreement to comply:

3.24 Reports: The Proposer shall provide reports (*not invoices*) to the district in electronic format on a quarterly (or monthly if requested) basis that provide the following information:

- Last 90-days service calls by device
- Last 90-days service response time by device
- Last 90-days uptime by device
- Monthly usage by device for each month of installation
- Devices requiring 3 or more service calls over any 30-day period requested
- Devices operating outside of volumes for intended placement
- Other statistical information as requested by the district

Proposer will state agreement to offer these reports and **Include sample reports currently in use containing each of the above:**

3.25 Training: The Proposer shall provide training to “District Key Operators” and “End Users” at no cost upon installation of each device and on an on-going, pre-scheduled basis as determined to be needed by District. Specify response to the following questions:

- How are the district personnel made aware that training is available?
- How does Proposer currently schedule training?
- Does Proposer provide web-based training videos?
- Will all onsite training personnel be certified by device manufacture for each device?
- Illustrate the Proposer training team hierarchy and identify this hierarchy on the Proposers Organization Chart

3.26 Parts and Supplies: District requires that all parts and supplies used in all contracted devices be manufacturer approved as authentic for each device installed by Proposer.

- Paper requirements must be set for each device within the specifications set forth by the manufacturer prior to installation.
- Proposer will provide supply inventories directly to each device location.

Specify agreement to these requirements and detail Proposers on-site supply inventory replenishment and management process:

3.27 Technician Certification: The District requires that all technicians assigned to District sites are certified by the device manufacturer to engage in repairs on the individual model(s) requested through any service call. Upon award, certificates or other proof of certification for each designated technician must be provided to the district. Proposer will also produce certifications for technicians ongoing as requested. Specify agreement and the process in place to meet this request:

3.28 Trial Installation: The Proposer may be requested to install the departmental selected devices for a minimum one (1) week trial period at the location designated for installation as requested by the district.

Specify Proposer intent to comply:

3.29 Performance Accountability: The Proposer will state agreement to the entire Account Team's participation in quarterly scheduled performance meetings to be held at the District's Perris, CA location. Reviews will include at a minimum a review of all agreed to performance standards, print objectives and any newly developed workflow solutions which may become available over the awarded term of award. (*Web based participation may be acceptable for team members stationed outside the state of CA*). Specify Proposer agreement to this requirement:

3.30 Equipment Installation: The Proposer will detail the installation implementation plan intended for use upon award for this RFP. Specify the plan and include each step of implementation, detailing all events through the 90 days following receipt of a purchase order from the district.

3.31 Papercut MF: Proposer will specify the price for renewal of existing license and ongoing license support of Papercut MF based on the following:

A). 75 MFP Devices

- 1). Cost Per License:

3.32 Enhanced Third Party & Proprietary Software Solutions: The Proposer will offer their response to each of the specified requests numbered 1-17 below for each of the print solutions lettered (a through c) below. Proposer will include within each heading as listed (a through c) and identify which is a Third-Party Provider and which is a Manufacturer Proprietary solution. **The Proposer must place their response to 3.32 in an attachment labeled “Enhanced Third Party & Proprietary Output Management Software Solutions” to be included with your proposal submission.**

- a. **Accounting and Reporting:** Specify the ability to apply usage to departments, project codes and users, and report usage data by these categories:
- b. **Mobile Printing:** Specify availability of mobile friendly printing as standard/included or optional.
- c. **Chromebook Printing Solution:** Specify the methods for printing and authentication to print devices.

1. Specify the preferred provider for each of the above solutions:
2. Specify required Software(s) Name and Version:
3. Specify System Requirements for embedded, server and web-based solutions, Minimum Hardware configuration, including compatibility with VM, and supported Operating Systems:
4. Specify any devices included in the RFP Response Templates that are not compatible with Proposer solution offered:
5. Specify if Solution is compatible with your manufacturer offered universal print driver:
6. Specify options for licensing solution and list the needed parameters for costing the solution. Include minimum to maximum licensing modules by User, Print Device, Workstations, Servers, or other:
7. Specify how the solution is implemented throughout the enterprise:
8. Specify if the solution is available for all networked devices – Workgroup MFP and Desktop Printers:
9. Specify all destinations to which documents can be directed:
10. Specify customization capabilities for MFP device user interface panel:
11. Specify methods for authenticating users for both printing and walk up copying:
12. Specify how usage can be tracked by device and user:
13. Specify controls over routing of print jobs:
14. Specify if the user data base is exported from the district’s user authentication database(s), synchronized with an authentication system such as LDAP or Active Directory, compatible with the District’s Identity Management Platform (Portal Guard), or other:
15. Specify types of cards and card reader devices needed to facilitate authentication and provide usage tracking by individual users of print devices. List specific hardware required for implementation:
16. Specify if the solution and its complete functionality is compatible with a universal print driver:
17. Specify how proposed solutions direct the distribution of universal and model specific print drivers:

3.33 Pricing Manual: The Proposer will produce, maintain and upon District approval distribute a procedure and pricing manual in digital format which details at a minimum the agreed upon processes for selecting base unit equipment, accessory options, workflow software, service and supply terms and conditions, installation requirements, network requirements and all agreed upon

forms required by the Proposer to support and execute equipment orders. This manual must be maintained with Proposer team contacts specific to each unique site for all District locations and various other data requested by District from time to time. **Specify your acceptance of this requirement and offer a sample pricing manual which includes at a minimum how the district will be made aware of the following information:**

- Newly introduced and updated device models as they are introduced to replace device models included in the RFP Response Templates at the time of the original Proposal submission.
- Workflow software(s) and version upgrades as they are introduced to replace workflow solutions included in the original Proposal submission.
- Work group MFP and desktop MPS assessment process when selected by individual schools within the district.
- Reports on findings from the MPS assessments to District Team.
- SLA practices and Proposal expectations publications for Proposer's servicing technicians.
- Required documents needed by Proposer prior to order acceptance from District.

3.34 Deinstallation of Current Equipment: The District is requesting the awarded Proposer to offer deinstallation of current equipment that is replaced by the awarded Proposer. The Proposer will detail the services they can offer to include deinstallation and removal from the district premises to include packaging for transport/shipping the currently installed equipment as may be required by individual lessors to specified locations.

The below authorized signed is acknowledging all responses offered for Section 3.1-3.34

Proposer Name: _____

Signature: _____

Date _____

SECTION 4: Equipment, Service and Supply Pricing Expectations

4.0 Component one and Two Equipment Categories:

The district is seeking 74 on-site Digital Copier devices with accompanying accessories and services that meet or exceed the expectations set forth in the attached Proposal Response Template for each of the listed categories:

25 - Category 1 A4: minimum output speed of 40 pages per minute. The combined current average monthly output of these devices is 29,234 impressions.

9 - Category 2: minimum output speed of 35 pages per minute. The combined current average monthly output of these devices is 49,184 impressions.

3 - Category 3: minimum output speed of 45 pages per minute. The current average combined monthly output of these devices is 25,212 impressions.

10 - Category 4: minimum output speed of 55 pages per minute. The combined current average monthly output of these devices is 131,987 impressions.

6 - Category 5: minimum output speed of 65 pages per minute. The current combined average monthly output of these devices is 210,099 impressions.

6 - Category 6: minimum output speed of 80 pages per minute. The current combined average monthly output of these devices is 186,289 impressions.

2 - Category 7: minimum output speed of 95 pages per minute. The current combined average monthly output of these devices is 138,684 impressions.

2 - Category 8: minimum color output speed of 35 pages per minute. The combined average monthly output of these devices is **11,724 BW** impressions and **4,348 Color** impressions.

6 - Category 9: minimum color output speed of 45 PPM. The average monthly output of these devices is **54,006 B/W** impressions and **51,800 Color** impressions.

5 - Category 10: minimum color output speed of 65 PPM. The average monthly output of these devices is **35,060 BW** impressions and **54,762 Color** impressions.

The district will entertain Proposals based on one of the lease options or a cash purchase option as represented in the Proposers RFP Response Template.

The number of devices within each category reflects the number of devices currently installed throughout the District. The actual number of devices selected by the district may vary from the number of devices listed within each category. The volumes listed are based on the average volume recorded over the data collection period for the total number of devices within each category, therefore individual machines may exceed the average volume while other may not reach the average volume listed in each category.

Quality services reflecting the careful management of these units is very important to the District and Proposer must guarantee their successful operation and full-life usage at the district.

Equipment and Services – Pricing

4.1 Conditions

- 4.1.1.** Pricing shall be in accordance with all of the specifications contained in this RFP
- 4.1.2.** Device pricing must be fixed and firm for the life of the agreement.
- 4.1.3.** All service (parts and labor) and supplies (all consumables excluding paper and including staples) must be included in the service and supply cost per image.
- 4.1.4.** Pricing shall include all shipping, delivery, training, and installation costs.
- 4.1.5.** All devices offered must be capable of accepting recycled paper.
- 4.1.6.** As stated in the Terms and Conditions “all devices on which Proposals are submitted shall be new and currently in production”. Therefore, over the term of the agreement any device to be purchased or leased which becomes no longer available or is no longer in current production status must be replaced by a newly introduced device of equal or greater capabilities and at the same price as stated in “RFP Response Template” for the device determined to be no longer available.

4.2 Network Printer/Printer Servers

- 4.2.1** All devices and accessories must comply with the operating systems for the District Network.

4.3 Pricing: Proposer shall provide pricing for the specifications on RFP Response Template attached.

4.3.1 Equipment: Categories are designated by tabs labeled as: ECC-1B&W (describes Equipment Cost Category 1 Black and White, etc.)

Current average monthly volumes by **each device for each category** are specified above and at the bottom of each Proposal Template for each category.

All cells in the RFP Response Template that are represented by a color fill requiring input must be completed by Proposer. Each Proposer will only be allowed to submit a single set of the RFP Response Templates (Proposer authorized for multiple product lines are **not allowed to submit multiple proposals representing different product lines.**)

The device price for a single device meeting first the minimum specifications must be entered in the cell designated as *Minimum Base Unit Cash Price*. Next the appropriate Municipal lease factor for the designated lease term must be entered. Each device category lists the quantity of devices this RFP addresses. (The number of devices anticipated corresponds with the category descriptions above.)

Options exceeding the minimum base requirements which the district may consider in its evaluation are listed on each template under the "Options" heading and need to be priced separately. All options pricing must include all items necessary to make the option fully operational. Enter the cash price for the option in the designated cell and the lease cost will be appropriately calculated into the RFP Response Template. If the listed option is included in the basic device requirements, then no price entry is needed under the option listing, **however the Proposer must indicate the option as "included in the base minimum or included as part of another option" in the corresponding cell under "List component product/model number for each option and specify capacities" section on the RFP Response Template. If the option is not available, the same process must be followed by the Proposer entering Not Available in the corresponding cell.** Note the District may not select all options.

4.3.2 Service and Supplies:

- All Service/Supply-related charges for devices excluding staples and paper will be included in the Cost per image charge in the space indicated at the bottom of each Proposal Response Template.
- Service and Supply costs quoted are not to reflect projected annual volume increases

SECTION 5: Managed Print Services (MPS) Cover Page

List Company name and address, contact name & title, email address, phone number

SECTION 6: Managed Print Services (MPS) Company Overview

Provide a brief company history to include products and services.

SECTION 7: Managed Print Services (MPS): Performance & Pricing Expectations:

7.0 The Scope and Term of Agreement:

The following expectations will apply to District networked desktop printers. A list of the discovered networked printers is provided on the "MPS Printers" attachment to this RFP. The initial term of the MPS component will be two years with consecutive one-year renewal terms at the discretion of the district. All renewal terms, if selected must include all Section 7 Performance Standards as agreed to in this RFP by Proposer.

7.1 Image Quality: B/W and Color print image quality will be measured by comparisons equal to OEM cartridge output. OEM Compatible and/or Remanufactured cartridges are acceptable based on this measurement of image quality and reliability. Specify Print Image quality control measures and your intent for using OEM, OEM Compatible or Remanufactured Cartridges:

7.2 Supply Replenishment Capabilities: Specify the methodology used for replenishing supply cartridges. Include at a minimum the below in your response:

- How is toner cartridge replenishment initiated?
- What is the delivery method to deliver each cartridge to the department responsible for the for the specific printer?
- How far ahead of the actual “out of toner” condition will replacement toner cartridges arrive at each specific device in need?
- What is the turnaround time for delivery of toner requests initiated by the district?
- What is the quantity of toner cartridges available through on-site inventories?
- How frequently are on-site inventories assessed?
- What is the storage space required if on-site inventories are part of your replenishment process?

7.3 Used Cartridge Recycling: Describe your company’s on-site process for recycling of used cartridges:

7.4 Networked Device & User Print Tracking Capabilities: Specify print tracking and all corresponding report capabilities for quantifying print usage by device and user for networked desktop printers. Include the name and provider of any Data Collection software utilized. Specify all functionality, broken out by modules/levels and **include sample** reports intended for use at the district:

7.5 Parts & Maintenance Kit Replacement Capabilities.
Specify policy for unscheduled maintenance including parts and preventative maintenance kit replacement.

7.6 Break/Fix Capabilities.
Specify process for onsite break/fix maintenance. Distinguish how problems identified by printer users are handled in comparison to those identified by service alerts originated by the printer device. Include in your response your guaranteed response time to all calls originated by printer users

7.7 Invoicing: Summary Invoices for monthly/quarterly service and supply meter charges with details containing each individual site, department, department cost center, printer asset number, serial number with current & previous month/quarter meter for B/W and/or Color, B/W total cost, and/or Color total cost, including beginning/ending meters by dates must be electronically submitted to the District for processing within five days of the start of each month/quarter for the prior month/quarter usage. The District and Proposer will agree on any additional invoice content and layout which may include “Spreadsheet Billing” to include the monthly lease cost associated with each machine to be represented next to the monthly usage charges for each machine. Specify your agreement to the above MPS Invoice inclusions and offer the brand/manufacturer of the “Meter Collection” software intended for this purpose:

- 7.8 District Satisfaction Surveys:** The Proposer shall periodically (within 30 days of the district 's request) survey District users about the entire realm of printing services. Survey shall be developed and administered by the Proposer with input and approval from District administration. All raw data and compiled results shall be reported to the District by Proposer. It is the responsibility of the Proposer to deliver a report to the district within 14 days of completion. The Proposer shall act within 30 days (standards to be determined by the district) to resolve complaints reported in surveys.
Specify electronic MPS survey currently in use and include samples
- 7.9 Account Team Structure:** The Proposer shall have a clearly defined team specific to the Proposers MPS Program that is assigned to the district account. The Proposer must provide a single point of contact to manage the MPS component of this RFP.
Specify your MPS Team Structure and detail the job responsibility and title for each team member. Define how the team member will interact with the district's help desk. Include how service and supply response will be handled for the hours outside the normal hours of service:
- 7.10 Network Requirement:** Specify Network Requirements for the selected Data Collection Agent Software which may be used for usage assessment and mapping of networked devices to specific locations within the district. Include a description and the name of the data collection tools and processes you propose to manage the fleet of networked printers:
- 7.11 Build Status:** Proposer will specify intentions and processes for replacing networked printers which may not qualify under the Proposers current capabilities for the Proposers MPS program.
Specify MPS program details and all associated costs that solve the conflict for all non-qualified printers.
- 7.12 Service Level Agreement:** The District and the awarded Proposer will execute a "Service Level Agreement" to ensure the Proposer will consistently provide service that meets or exceeds District expectations.
- 7.12.1 Service Level Agreement – Damages and Cancellation provisions;** The District is interested in receiving monetary damages on any equipment upon Proposer's default of agreed to performance criteria. The minimum acceptable equipment performance standard is 95% uptime measured by individual unit. Equipment uptime is calculated using a 9-hour work day (8:00 A.M – 5:00 P.M), Monday through Friday and 22 work days per month, which is 198 working hours per month. Any equipment downtime (measured from the time a service call is placed to the Proposers help desk) will be divided by 198 working hours, subtracted from 1 and multiplied by 100 to derive an up-time percentage.
- a) Is Proposer willing to credit all images produced on equipment that has failed the 95% uptime guarantee during the 90-day period being measured?
- b) Will the Proposer guarantee the district a 4-hour average resolution time for routine service calls? Resolution time shall be measured from the placement of each service call by the district for any specific printer.
- c) Specify availability and process for installation of loaner printers be available to the District:

d) Specify the position title held by the individual responsible for making decisions for printer loaners:

e) Is after-hour service available? If yes specify if there an additional cost:

f) The district requests all service calls and supply replenishment calls can be placed through a web-based system. Additionally, all email-based requests must provide a confirmation to the district requester upon successful unit repair or cartridge delivery and must CC Proposer account/service supervisor.

Fully describe your process for how your MPS program addresses the following:

- I) Receive service calls
- II) Call out (or completed service calls)
- III) Emergency supply replenishment
- IV) Technicians need of a part they do not have while on call
- V) Notification that a call is outside the scope of services listed in the executable Service Level Agreement
- VI) Service Escalation resolution process and timeline

g) The Proposer may deem a replacement printer more beneficial than repair. The Proposer will detail their process for replacing and removing printers from the MPS program.

Specify the replacement process and define any change in ownership of these printer assets upon the conclusion of the Contract term:

h) The Proposer will specify their intentions to increase the per image cost, if at all beyond the initial contracted term:

i) Specify the titled position held by the person responsible for making Proposer's decisions regarding the Service Level Agreement:

j) In an effort to increase the Proposers accountability, the district is interested in cancellation provisions should performance guarantees not be fulfilled. The district will notify Proposer of the performance breach in writing to Proposer's address. Proposer will have 3 days to cure the stated issue(s) or the district, at their discretion, may cancel the MPS component of their agreement with Proposer. State your acceptance of 7.11.1 (A through J) or provide your alternative(s):

7.13 All Inclusive Break/Fix/Supplies Per Print Monthly Payment for Networked Desktop Printers: Networked Desktop printer usage must be invoiced for only actual usage by monthly/quarterly arrears billing. The Proposer will list the all-inclusive (service, parts, maintenance kits, labor and supplies) per image charge for B/W and Color images. Images are defined as 8.5"x11" in size. There will be no additional charges for supply shipping, DCA reporting, invoicing or any other tasks or operational procedures associated with this MPS component, Proposer will submit with this RFP response, a sample of the MPS agreement (pending additional terms and conditions modified by RFP expectations) intended for use for this

RFP. (Reference the total B/W and Color desktop print usage as detailed in the MPS Attachment included in the RFP Vendor Packet).

- A)** List the MPS per image cost for (8.5" x11") **B/W images** for each type cartridge listed below:

OEM Compatible;
OEM;

- B)** List the MPS per image cost for (8.5"x11") **Color images** for each type cartridge listed below:

OEM Compatible;
OEM;

- 7.14** **Non-Networked Printers:** The Proposer will detail their program which offers all-inclusive Break/Fix Service and Supply replenishment for non-Networked printers and list any associated cost for a flat rate per device or if applicable a Cost Per Image billed monthly/quarterly in arrears based on actual usage:

- 7.15** **Printer Moves:** From time-to-time printers may need to be moved, added or removed from the agreement.

Specify the process for amending the MPS agreement for each of the above occurrences. Include your processes for printer refresh of existing printers which may become obsolete within the duration of the agreement and for reactivating printers that may be moved to on-site storage to be used at a later date:

- 7.16** **Transition and Implementation:** Upon execution of a new MPS agreement the district will require a credit for existing supply cartridge inventories held for current devices. Proposer will specify how the credit will be determined and applied to the district:

- 7.17** **Support Line:** In addition to account team personnel the Proposer must be willing to supply a toll-free phone number staffed with knowledgeable personnel for (1) service calls and product troubleshooting (2) supply orders (3) inquiries regarding installation and printer status. The Proposer Support Line must be staffed (at a minimum) from 8:00 a.m. to 5:00 p.m. Pacific Time. Service Calls will go through various District Help Desks personnel who will in turn notify the Proposers Service Desk via a web-based system or a phone call. Specify your staffing and intent to comply with this requirement:

- 7.18** **Service Reports:** The Proposer shall provide service reports to the district in electronic format on a quarterly basis that provides the following information:

- Last 90-days service calls (by machine)
- Last 90-days uptime (by machine)
- Last 90-days response time and uptime for total fleet
- 3 in 90 days report that indicates all machines that have had 3 or more calls over a 90-day period

- 7.19** **Parts Replacement:** The District requires that all parts used for all contracted printers be manufacturer approved as compatible or OEM.

Specify your policy for the use of replacement parts:

- 7.20 **Technician Certification:** The District requires that all technicians assigned to the district sites are certified by the manufacturer to engage in repairs on the individual printer model included under the MPS agreement. Proposer will manage and produce upon request certifications for technicians. Specify Intent to Comply:

- 7.21 **Performance Accountability:** The Proposer will state agreement to the entire Account Team's participation in quarterly scheduled performance meetings to be held at the District's Perris, CA location. Reviews will include at a minimum a review of all performance standards, print objectives and newly developed workflow solutions which may become available over the awarded term of Proposal and will require participation (*conference call participation acceptable only for team members stationed outside the state of CA*). Specify Proposer agreement to this requirement: Specify your acknowledgement and intent to participate:

- 7.22 **Device Mapping:** The Proposer must provide on-site mapping and device assessment to be displayed within an electronic format at no charge for each of the district sites to be completed within 45 days of a request by District. Mapping is to include at a minimum all devices, by model, manufacturer, type and serial number and usage for both networked and local printers. Specify your intent to comply and offer a description of all that is included in your device mapping and usage assessment capabilities.

The below authorized signed is acknowledging all responses offered for Section 7.0-7.22.

Proposer Name: _____

Signed by: _____

Date: _____

F. REFERENCES

Proposer must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Proposal. List as references the three (3) nearest companies or governmental agencies for the proposed goods and/or services which can be contacted or inspected for an assessment of past client satisfaction.

Name of Company/Entity:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	
Applicable Purchase Dates / Service Periods			
Comments:			

Name of Company/Entity:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	
Applicable Purchase Dates / Service Periods			
Comments:			

Name of Company/Entity:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	
Applicable Purchase Dates / Service Periods			

Comments:	
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G. DESIGNATION OF SUBCONTRACTORS

The Proposer shall disclose to the Perris Union High School District the name and address of all subcontractors to be used in the execution of the subject contract for this RFP.

The undersigned Proposer plans to utilize subcontractors for this subject RFP as follows:

- NO subcontractors shall be used.
- The Subcontractor(s) listed below shall be used:

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			

Contact Person:		Title:	
Phone Number / Ext:		FAX #:	

H. NONCOLLUSION DECLARATION TO BE EXECUTED

The undersigned declares:

I am the _____ of _____, the party making the foregoing RFP.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal; or to refrain from responding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his/her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

_____ Day of _____

City of _____ State of _____

Signed: _____

Title: _____

I. PROPOSER’S CERTIFICATION REGARDING WORKERS’ COMPENSATION

California Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his/her employees.

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Proper Name of Proposer

Signature of Authorized Agent/Officer

Date

In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the California Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

J. NON-DISCRIMINATION

Every person, firm, company or corporation, with whom the Perris Union High School District does business with, regardless of the dollar amount, will be required to sign the following statement:

Proposer will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin or physical handicap; and shall act to ensure that applicants are employed, and employees are treated, without regard to their race, sex, religion, color, age, national origin or physical handicap.

Name of Individual, Company or Corporation

By

Title

Address

City

State

Zip Code

K. CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person’s or organization’s policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq. I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Contractor

By:

Signature

**L. Contractor's Certificate Regarding
Alcoholic Beverage and Tobacco-Free Campus Policy**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Date: _____

Contractor

By:

Signature

M. Fingerprinting/Criminal Background Investigation Certification

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply).
 - The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
 - Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or
 - Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ Title: _____

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Signature

Title

Print Name

