



Las Virgenes Unified School District  
4111 Las Virgenes Road  
Calabasas, California 91302

# Request for Proposal (RFP) #01.0-904-2024-003

## RFP No. 01.0-904-2024-003 Digital Copiers

**PROPOSAL DEADLINE: February 28, 2024 at 2:00 p.m.**

**Contact: Kelly Beder, Business Services**  
Las Virgenes Unified School District  
4111 Las Virgenes Road, Calabasas, CA 91302

Telephone: (818) 880-4000  
Email: [kbeder@lvusd.org](mailto:kbeder@lvusd.org)

All dates subject to change at the sole discretion of LVUSD. Please continue to check our website throughout the proposal and selection periods for updates.



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NOTICE CALLING FOR PROPOSALS

DISTRICT: **LAS VIRGENES UNIFIED SCHOOL DISTRICT**  
PROPOSAL DEADLINE: February 28, 2024 at 2:00 p.m.  
PLACE OF RECEIPT: Las Virgenes Unified School District  
Business Services  
Attn: Kelly Beder  
4111 Las Virgenes Road  
Calabasas, CA 91302

NOTICE IS HEREBY GIVEN that the Las Virgenes Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as "District" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming **RFP No. 01.0-904-2024-003, DIGITAL COPIERS.**

Request for Proposal documents can be downloaded at <https://www.lvusd.org/departments/business-services/current-rfps>.

Time is of the essence. The District reserves the right to reject any and all submissions, or any portion thereof, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process. The award of the Contract using a "best value" method, if made by the District, will be by action of the Governing Board.

Any questions regarding the Request for Proposals shall be directed to Kelly Beder at [kbeder@lvusd.org](mailto:kbeder@lvusd.org), via e-mail **only** by February 14, 2024 at 2:00 p.m. All responses will be posted on the District's website.

Las Virgenes Unified School District  
Governing Board

Publish: Daily News Los Angeles – February 2, 2024 and February 9, 2024



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## **1. Background and Overview**

### **1.1 Overview**

The Las Virgenes Unified School District (“LVUSD”, “District”, or “The District”) is comprised of a community of learners, committed to the highest quality educational experience we can envision. LVUSD educates a diverse student population numbering over 9,500 (K-12), in one (1) early childhood learning center, eight (8) elementary schools, one (1) K-8 schools, three (3) middle schools, and two (2) comprehensive high schools. LVUSD’s outstanding programs and size make it a standout school district. The District's strategic initiatives are driven by our mission of enabling all students to become contributing members of society, empowered with the skills, knowledge, and values necessary to meet the challenges of a changing world.

LVUSD is renowned for its nationally recognized schools, student performance well-above state and national comparisons, and comprehensive programs in academics, the arts, and athletics. The District benefits immensely from a deeply engaged and supportive community.

### **1.2 Requested Services**

This Request for Proposal (“RFP”) is intended to provide a mechanism for LVUSD to enter into an agreement to provide school sites and administrative offices with high-quality digital copiers to meet varied program requirements. LVUSD is soliciting copiers and maintenance services to accommodate both the current and future District copier needs. The proposed technology and contractual terms must scale to meet growth in individual site needs. The agreement resulting from this solicitation shall include:

- (1) Approximately sixty-five (65) newly leased copiers the first year of the term, with corresponding maintenance services, and consumable supplies (excluding paper) for LVUSD school sites and District offices under a sixty (60) month operating lease/contract term, commencing on or about the Board Approval date defined in the Calendar of Events.
- (2) Favorable terms for adding or modifying equipment and equipment locations throughout the term of the contract, with a co-terminus sixty (60) month lease/contract term end date.
- (3) Direct delivery of copiers to all school sites and locations within the schools.
- (4) Guarantees for equipment performance and Contractor responsiveness that reflect a high-level of dependability and outstanding service. Uptime rate for newly leased copiers shall not be less than 95%.
- (5) Defined processes for escalation of equipment performance issues and replacement of malfunctioning or undersized equipment from Contractor-owned copier fleet.
- (6) Detailed, timely accounting and invoicing for all costs associated with the leased and District owned equipment, disaggregated by site and account code (the account code for each copier shall be furnished by LVUSD at the time of lease), provide a detailed yearly copy audits for all machines. Invoices for copiers must list the serial number, model number and unit cost per copier per month. Invoices for maintenance costs



must include the per impression rate by performance band and the total number of impressions per month per copier.

LVUSD is soliciting digital copiers, consumable supplies, and qualified digital copier maintenance providers (hereafter referred to as “Vendor” or “Contractor”) for a comprehensive solution. Under this solution, the Contractor shall submit a proposal for lease, installation of digital copiers, and ongoing maintenance services. LVUSD expects to contract with a single Contractor for all services. All subsidiaries, subcontractors or affiliates that will be included in any final agreement must be named in the Contractor’s response. All proposed equipment and services must meet all requirements outlined in this RFP document and subsequent Request for Information (RFI) Responses and Amendments that may be posted during the RFP period. See complete RFP documents for additional technical requirements and compliance references.

***The scope of this RFP excludes high-volume, Print/Publication shop equipment.*** It includes the determination, installation, configuration, maintenance, repairs, reporting and accountability support, and proactive replenishment of consumables for the digital copiers serving the District’s school and office locations referenced in Appendix A.

### **1.3 Current Environment**

Currently, the District uses Canon branded copiers. Details regarding current copiers, including average monthly volume, are provided in Appendix A.

In addition to meeting the needs of LVUSD’s current sites and programs, the District desires to enter into an agreement that provides cost-effective flexibility to add services to sites, and move or change copiers in conjunction with program changes and site changes/modernizations.

### **1.4 Period of Performance**

The term of the contract resulting from this RFP shall be five (5) years with an anticipated beginning date of July 1, 2024. Contractors are requested to provide quotes for a five-year term. The District will select the proposal that is most advantageous to the District. Installation must be complete by July 12, 2024. Training for the district office staff must be completed the week of July 15, 2024. School site training, one training per school site location, must be conducted between August 5, 2024, and August 16, 2024. Contractor must be willing to be flexible with requested change in dates for delivery and training. The District requires the ability to add on services/equipment during the life of the contract by means of quotes added to the original agreement.



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## **2. Instructions to Contractors**

### **2.1 Proposal Contact and Correspondence**

All correspondence related to the RFP must be directed to the following designated District RFP contact:

Kelly Beder, Business Services  
[kbeder@lvusd.org](mailto:kbeder@lvusd.org)  
Las Virgenes Unified School District  
4111 Las Virgenes Road  
Calabasas, CA 91302

There will be no verbal understandings recognized by the District.

No Contractor should attempt to contact or obtain information from any other District representative.

All RFP documents will be posted on the District website: <https://www.lvusd.org/departments/business-services/current-rfps>.

### **2.2 Proposal Deadline and Submission**

Proposals must be received no later than **February 28, 2024 at 2:00 p.m.**

Contractor to submit:

- One (1) Master Bound Hardcopy Proposal
- Three (3) Additional Bound Hardcopy Proposals
- One (1) Electronic Proposal on Flash drive

Proposal shall be clearly marked: "Response to RFP No. 01.0-904-2024-003, Digital Copiers." Proposal shall Be submitted to:

Las Virgenes Unified School District  
Business Services  
Attn: Kelly Beder  
4111 Las Virgenes Road  
Calabasas, CA 91302

### **2.3 Delivery to District**

A written Proposal must be received at the District Office, no later than the Proposal Submission Deadline specified in the Calendar of Events. No telegraphic, facsimile, or emailed Proposal will be accepted. The District assumes no responsibility for late delivery.

If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the master copy will provide the basis for resolving such discrepancies.

### **2.4 Withdrawal, Resubmission or Modification**

A Contractor may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to designated District RFP contact, signed by the Contractor or authorized agent. The Contractor may thereafter submit a new or



modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

## 2.5 Calendar of Events

Event	Details	Date
Advertisements - RFP Posting	Daily News & LVUSD Website	February 2, 2024 February 9, 2024
Last Day to Submit Questions (RFIs)	Emailed to: kbeder@lvusd.org	February 14, 2024 at 2:00 p.m.
Response to Questions Posted	LVUSD Website	February 21, 2024
Proposals Due	4111 Las Virgenes Road, Calabasas, CA 93102	February 28, 2024 at 2:00 p.m.
Evaluation and Selection of Finalists		March 2024
Projected Board of Education Action		March 26, 2024

All dates subject to change. Amendments to these dates and other aspects of the RFP, will be posted at <https://www.lvusd.org/departments/business-services/current-rfps>.

## 2.6 Pricing Methodology

Due to variable copying needs and school enrollments, this RFP is constructed as a unit-cost RFP. Contractors must provide specifications and pricing for proposed products meeting each equipment Band Performance level defined in the Performance Band requirements and pricing form in Appendix C. For the leased equipment, Contractors may choose the appropriate pricing model from the options available, including:

- Flat monthly price per unit of equipment; or
- Flat monthly price per unit of equipment, plus cost per impression; or,
- Cost per impression.

The Pricing Form is divided into the following sections:

- (1) Primary Lease, 60 Month Option: Costs associated with equipment, maintenance, including all consumable supplies, and usage of equipment included for the full term of a sixty (60) month lease agreement for initial quantity of approximately sixty-five (65) copiers.
- (2) Lease Adjustments: Costs associated with adding, relocating, changing, and/or removing copiers after the initiation of the lease agreement. District reserves the right to move the copiers from site to site and within the site.





LVUSD shall select the most advantageous solution for the District in accordance with Public Contract Code Section 20118.2. Contractors must submit their proposals on the pricing forms provided in the RFP documents. Requests for clarification or modification to the form must be submitted through the RFI process.

Pricing provided by Contractor (whether associated with a lease, or maintenance agreement) must include all costs associated to the project including, but not limited to, complete delivery, installation, configuration, maintenance, repairs, parts, consumable, and all works related to this RFP and scope of work. Consumable supplies shall minimally include toner, masters, developer, waste toner kits, and staples. Consumable supplies shall not include paper. Contractors must specify any supplies excluded from the maintenance agreement on the pricing form. Costs not identified by the Contractor shall be borne by the Contractor and will not alter the requirements identified in this solicitation. During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, LVUSD shall receive a corresponding decrease in prices on the balance of deliveries. During the term of the contract maintenance costs shall not be increased.

#### Preparation

A Proposal should be prepared in such a way as to provide a straightforward description of Contractor capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

The completed documents(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

Responses must follow District-prescribed format, including all required forms and response templates. Contractors must include all documents and forms indicated in the Proposal Submission Checklist provided in Appendix B. Proposals that do not include all required documents may be deemed non-responsive at the District's sole discretion.

#### **2.7 False and Misleading Statements**

A Proposal which contains false or misleading statements, or which provide references which do not support an attribute or condition contended by the Contractor may be rejected. If, in the sole opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, which is a condition or capability of a requirement of this RFP, the Proposal shall be rejected.

#### **2.8 Request for Information (RFI)**

Contractors are encouraged to ask questions during the open RFP question period. All questions shall be in writing and submitted to the listed contact person. Questions must be received by the deadline specified in the Calendar of Events. There shall be no verbal understandings or clarifications recognized by the District. All responses shall be in writing by an authorized District employee or their designated representative. Responses to all RFIs received will be posted on the District Website.

#### **2.9 Amendments to the RFP**

During the RFP period, the District may amend the RFP. Amendments to the RFP and/or calendar of events will be posted at <https://www.lvusd.org/departments/business-services/current-rfps>.



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### **2.10 Limits of the RFP**

LVUSD reserves the right to reject all proposals and will determine what future action, if any, will be taken. All costs incurred in the preparation or submission of a proposal shall be entirely the responsibility of the Contractor and shall not be chargeable directly or indirectly to the District.

### **2.11 Public Records Act**

All records, documents, drawings, plans, specifications and other materials submitted by Contractor in its proposal and during the course of any work awarded shall become the exclusive property of LVUSD and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). LVUSD's use and disclosure of its records are governed by this Act. LVUSD will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. LVUSD will endeavor to inform Contractor of any request for the disclosure of such information. Under no circumstances, however, will LVUSD be responsible or liable to Contractor or any other party for the disclosure of any such labeled information. Contractors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at LVUSD's discretion, be deemed non-responsive. LVUSD will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Contractor shall indemnify, defend and hold harmless LVUSD, its Board of Trustees, officers, agents, employees in such litigation.

### **2.12 Examination of RFPs**

At its own expense and prior to submitting its proposal, each responding Contractor shall examine all documents relating to the RFP; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the services, including the costs of permits and licenses required for the services; determine the character, quality, and quantities of the services to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the RFP. The RFP documents are only provided as information for the Contractors. The District is not making any warranties regarding said information. The District shall not be liable for any loss sustained by the successful Contractor resulting from any variance between the conditions given in the RFP documents and the actual conditions revealed during the progress of the services. Contractor agrees that the submission of a RFP shall be incontrovertible evidence that Contractor has complied with all the requirements of the RFP documents.

### **2.13 Signature**

Any signature required on RFP documents, must be signed in the name of the Contractor and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Contractor is a corporation, the legal name of the corporation shall first be set forth, together with two (2) signatures; one (1) from among the chairman of the board, president or vice president and one (1) from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature. Where indicated, in the event that the Contractor is a joint venture or partnership, there shall be submitted with the RFP certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Contractor, who shall act in all matters relative to the joint venture or partnership. If the Contractor is an individual, his/her signature shall be placed on such documents.



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## **2.14 Responding Contractors Interested in More Than One RFP**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one (1) Response for the same services unless alternate RFPs are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a responding Contractor, or that has quoted prices of materials to a responding Contractor, is not thereby disqualified from submitting a proposal or quoting prices to other responding Contractors.

## **3. Evaluation and Award**

### **3.1 General Information**

Award will be made to one or more Contractors offering the most advantageous proposal for digital copiers, maintenance services, and consumable supplies (excluding paper). LVUSD shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. All proposals received in response to this RFP will receive a fair and impartial evaluation by the District. In conducting this evaluation, the District may obtain and use information, in addition to that contained in the proposals, from any source desired. Customers on each Contractor's reference list will be contacted, as may other customers selected by the District and listed by the Contractor as a reference.

The District shall make its evaluation in its sole discretion and its decision shall be final. Public Contracts Code section 20118.2 shall govern the evaluation of proposals, selection of Contractor, and contract negotiations associated with this Request for Proposals.

### **3.2 Requirements**

Contractors must meet all of the minimum requirements defined in this RFP, including, but not limited to, compliance with performance and licensing requirements, ability to deliver specified services and conformance to the terms and conditions of this RFP, meeting mandatory system requirements, performance expectations, contract requirements and general terms. Contractors that do not meet the minimum requirements may be disqualified in the District's sole discretion.

### **3.3 Scoring**

The Digital Copiers RFP Process and evaluation components were approved by the Board of Education at the January 30, 2024 School District Board meeting, per Resolution No. 15 - 23.

Qualifying Contractors will be evaluated on their complete proposal, based on the following considerations:

#### **3.3.a. Qualifications/Technical Score**

The Evaluation Committee first will evaluate each Proposal based on the Qualifications/Technical Factors listed below and will determine whether the proposal meets the format and content requirements and the standards specified in the RFP.



<b>FACTOR</b>
Price
Vendor Ability to Perform, References and Experience
Technology Requirements

### **3.3.b. Presentation/Samples and Final Scoring**

After the Evaluation Committee scores all Proposals, each Proposal shall be assigned a Qualification/Technical Score. The Contractors with the top three total Qualification/Technical Scores will be shortlisted to provide a demonstration and samples (as requested by the District) of their equipment. Contractors not on the short list will not be eligible for further consideration for the award.

For Contractors selected for the presentation/sampling, Contractors should be ready to provide a short demonstration of the feature for their equipment. Samples must be provided to the District to be reviewed for a minimum of five (5) business days.

After the presentation and samples have been reviewed, a presentation/sample score will be added to the Qualification/Technical Score for each of the shortlisted Contractors. The District will rank the overall score for Contractors by highest to lowest score. If the District elects to proceed with the award, then the District shall award the agreement during a Board Meeting.

#### **Contractor Presentation:**

The District reserves the sole right to conduct in-person interviews and/or require formal presentations for all or a portion of the responding Contractors. The District reserves the sole right to determine if a potential Contractor will be invited for a presentation or will be asked to provide samples of the copiers for testing.

District may use prior experience with machines as part of the evaluation process.

#### **Site Visit:**

The District reserves the right to visit one (1) or more of the Contractor's current customer sites.

#### **Discussions:**

Discussions may, at the District's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Contractors shall be given fair and equal treatment with respect to any opportunity for clarifications. Clarifications may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.



### **3.4 Minimum Requirements and Brand Substitutions**

Proposals are expected to meet the minimum requirements specified in this RFP document. Whenever brand names are used in this RFP, they are included for descriptive purposes to indicate the quality, design, and utility desired by LVUSD, but the specifications are not intended to restrict competition. The intent is to indicate quality standards and is presumed to be followed by the words “OR EQUAL.” Variances from the specified items must be clearly noted on the proposal, including manufacturer’s name and model number of the brand being proposed, otherwise the product will be assumed to be “as specified” – the exact product listed in the RFP document. Substitutions that meet or exceed the specifications are acceptable. Products not meeting the criteria, as determined solely by LVUSD, may be cause for the rejection of the Proposal, or product. All costs to remedy to the Districts satisfaction will be borne by the Contractor.

It is the Contractor’s responsibility to demonstrate equivalency of proposed products. Contractor shall provide all requested documentation to support performance requirements of the proposed products. The District has the sole discretion to request, and test, product samples prior to the award of the Contractor.

### **3.5 Samples**

Samples may be required. If requested by the District, samples must arrive within five (5) business days at the Contractor’s expense. All samples must be tagged to identify Contractor, RFP number, performance band number, and model name and number. Samples must be able to operate from existing outlets. LVUSD reserves the right to reject Proposals as non-responsive when any Contractor fails to submit the requested samples. The samples provided shall be the same make and model, with all features and specifications of the equipment quoted by Contractor.

If, after testing the equipment, LVUSD finds the equipment does not comply with all specifications, the Proposal will be deemed as non-responsive and will not be considered for award. Samples from Contractors who are awarded the contract may be retained for comparison with deliveries. Unsuccessful Contractors may pick-up their samples upon notification from an LVUSD representative. If such samples are not picked up within fifteen (15) calendar days after the date of such notice, samples may be disposed of by LVUSD. The Contractor hereby assumes all risk of loss or damage to samples regardless of the cause.

### **3.6 Award**

The District intends to award the entire RFP to one (1) responsible responding Contractor submitting a proposal that is determined to be in the best interest of LVUSD. The winning Contractor will be responsible for delivery, installation, maintenance and providing all consumable supplies such as staples, toner, waste toner kits, and any other machine consumables (excluding paper) for two (2) classes of plain paper digital office copy machines to the designated sites of the Las Virgenes Unified School District, listed in Appendix A. This single-Contractor point-of-contact will permit LVUSD to reduce employee training, facilitate equipment relocation to accommodate maximum efficiency, realize cost savings in Contractor support, expedite the processing of Contractor invoices, standardize equipment throughout different sites, and benefit from equipment upgrades as they become available.

The District will make available to all a Notice of Intent to Award to Contractor. The Award of the RFP will be voted on by the Board of Education at a public meeting. Any Contractor protesting the award of a contract to another Contractor must do so, in writing, within five (5) days of the Intent to Award posting. In the event an award is made to a responding Contractor, and such Contractor fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to Contractor, LVUSD may award the contract to the Contractor determined to be in the next



best interest of LVUSD, or release all Contractors.

### **3.7 Contract and Warranties**

Following the Award of the RFP, the District will prepare and negotiate its own Agreement with the selected Contractor to deliver the proposed products and services. The resulting agreement shall conform to the terms and conditions set forth in this RFP and the District’s standard agreement (included in Appendix D of this document). Any exceptions or proposed alterations to conditions and requirements defined in this document and the District’s standard agreement must be included in the Contractor’s proposal.

The selected Contractor will guarantee that the Proposed Products and services shall conform in all material respects to the District’s specifications in this RFP and the selected Contractor’s Proposal and all documentation accompanying or referred to in this RFP.

If a contract is awarded as a result of this procurement process all warranties made by the selected Contractor, including the Contractor’s response to the RFP, shall be incorporated into the Agreement resulting from this RFP, and shall be binding upon the Selected Contractor. This RFP, any RFI Responses, Amendments, and the Selected Contractor’s Proposal will become a part of the Agreement. All RFP requirements and warranties made by the Responding Contractor shall apply unless explicitly waived by the District. Any Proposal attachments, documents, letters, and materials submitted by the Contractor shall be binding and may be included as part of the Agreement. Submission of a successful Proposal is not the end of the contractual process; further negotiation over the Agreement terms and conditions will be necessary, which, in and of itself, could change the Selected Contractor.

## **4. Implementation Process**

### **4.1 Implementation Process**

#### **4.1.1 Initiation**

If awarded, the Selected Contractor will immediately work with the LVUSD Educational Technology Department and school site representatives to recommend the appropriate performance level and feature set for equipment for each location. The Contractor will submit a proposed plan for deployment within one (1) week of the award.

#### **4.1.2 Installation**

All currently installed machines are leased by the District. The selected Contractor shall begin delivery, staging, and setup of machines by July 1, 2024. All initial installations must be complete by July 12, 2024.

The selected Contractor must coordinate installation and ensure that sites do not experience significant downtime. The selected Contractor is responsible for communicating and ensuring the proper placement and operation of the newly contracted equipment. No more than one (1) business day without a copier at each location shall be permitted during the transition.

Access to each site will be coordinated through the District Project representative at least four (4) workdays in advance. A site access schedule and work plan must be submitted and approved by



LVUSD prior to the contractor arriving onsite.

Contractor must provide all newly installed machines with a full amount of supplies, including but not limited to drums, belts, process rollers, brushes, filler bags, wiper bags, staples and toner, waste toner kits, excluding paper.

Contractor must specify specific delivery and electrical requirements for each class of copier at time of submission of RFP. The delivery requirements must include any incremental fees or costs associated with delivery of machines when steps, stairways, tight corners, etc. are involved in the location where the copiers will be located.

#### **4.1.3 Contract Growth and Changes**

For additional leased equipment: The District will release location(s) or site(s) for upgrade based on the needs of the District and will always be subject to the availability and approval of funding. Upon approval and funding an authorized representative of the District will request services to the Contractor outlining locations/sites where additional equipment will be needed. Contractor must require no more than thirty (30) days advance notice to provide equipment at a site. Contractor must include new equipment in the maintenance/service plan under the same terms as equipment originally included in the maintenance/service plan.

#### **4.2 Equipment Performance**

The Responding Contractor will supply machines that will regularly and reliably produce, at a minimum, the stated number of copies without excessive malfunctions, breakdowns, or service calls. A high incidence of such problems may result in; 1) permanent replacement of individual machines with high incidence of problems, 2) permanent replacement of all units of a model with a high incidence of problems with different models that can produce the required volumes of copies in a more reliable manner, 3) a finding that the Contractor is in violation of the terms of the Agreement and resulting termination of the Contract, 4) Per diem fines as listed in Section 5, Proposal Format, subsection P 1.5.2.

#### **4.3 Clearance**

All Contractor personnel working on any District site shall be cleared through the District's visitor management system (e.g. Raptor system). Contractor must obtain clearance for all personnel from LVUSD prior to being allowed onsite. Those who are not cleared or are red-lighted are not allowed on the project.

#### **4.4 Interpretation of Plans and Documents**

The interpretation of the plans, specifications, forms, and all project documentation shall be determined by the District. Request for clarification of intention, interpretation, and understanding shall be submitted in writing prior to the RFI deadline specified in the Calendar of Events.

It is the Contractor's responsibility to verify existing conditions. Contractor must verify all such information prior to response and again prior to work affected by existing conditions.



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## 5. Proposal Format

### 5.1 General

These instructions prescribe the Proposal format and the approach for the development and presentation of Proposal information. Proposal format instructions must be adhered to. Contractor response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirement in this section may be cause for the Proposal to be rejected.

Each Contractor shall submit a Proposal with all information requested. The Proposal should be as clear, complete, and consistent as possible. Some items in this section request a direct response or supporting information from the Contractor. Other items are written as statements of compliance. Contractors must confirm compliance/conformance to all statements in their responses.

In addition to responding to the defined minimum requirements, LVUSD encourages Contractors to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the claims in the proposal. Contractors' Proposals should be constructed to provide a complete picture of the features of the proposed solution, the Contractor's ability to perform, and functionality or services that may distinguish the proposed solution from other competitive offerings. Proposals will be evaluated both on the satisfaction of the District's minimum requirements, as well as the additional information submitted by Contractors to depict their complete solutions.

### 5.2 Proposal Content and Sequence

The completed Proposal must include the following items, with format and content as described.

#### Part 1. Vendor Ability to Perform, References and Experience

This section should provide background information that supports Contractor's ability to provide the requested services effectively and reliably. Please provide additional documentation as needed to support the Proposal.

##### P 1.1 Contractor Background/Qualifications

- 1.1.1 Provide a brief description of Contractor's firm(s), as well as any other firms joining with Contractor to provide services.
- 1.1.2 The selected Contractor may be required to provide the District with copies of actual licenses and certificates held which allow the sale and/or lease of equipment and the performance of maintenance and other services requested in this RFP.
- 1.1.3 Provide a list of company contacts, with description of their roles and backgrounds that will be assigned to LVUSD's implementation and ongoing support. List should include the project manager, primary installation contact, and the Contractor's proposed primary contact for ongoing maintenance and support for the District.
- 1.1.4 Provide a brief overview of Contractor's technical experience, qualifications, and background in providing and maintaining digital copier equipment for similarly sized customers. Indicate the prior experience of Contractor that is relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience. Proposal should evidence the Contractor's awareness of and support for the unique needs of education clients.





- 1.1.5 Provide evidence of long-term fiscal stability. Artifacts may include fiscal reports or recent audit results that demonstrate consistent and current financial security. Include any third-party finance relationships to furnish the equipment.
- 1.1.6 Provide customer references for at least five (5) K-12 or government organizations of similar size to LVUSD currently serviced by the Contractor. At least two (2) of the references must be for customers that have worked with the proposed project manager. The preference is that installations should be similar in scope, timeline and technical design to Contractor's Proposal for LVUSD. Each reference should include the following information:
  - Organization/Customer Name
  - Name, Title, and Contact Information (including email address and phone number) of an organization contact who has ongoing involvement in installation and maintenance of copier equipment and is knowledgeable about the implementation.
  - List of products and services used by the organization and the length of time those products have been in productive use. (References must be from organizations using similar products and services).
  - Duration of current Contract with organization.
  - Length of time from contract execution to full implementation for the referenced project.
  - Identify if any Contractor devices were returned or replaced during the term of the contract.
  - Number of devices leased by customer from Contractor under the current contract.
  - Number of devices serviced by Contractor under the current contract.
- 1.1.8 Provide evidence to substantiate the Contractor's ability to deliver, upgrade, and replace equipment in response to LVUSD's needs. Evidence could include the size and location of Contractor-owned fleet of equipment, availability of replacement components, proactive monitoring of copier downtime and other structures to demonstrate the contractor's capacity.

**P 1.2 Subcontractors**

- 1.2.1 Subcontractor Information: Any subcontractors performing services against this agreement must be fully listed and detailed in the Proposal submitted by Contractor. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities. Contractors and Subcontractors listed must include any third-party finance relationships to furnish the equipment.
- 1.2.2 Subcontractor Oversight/Responsibility: Contractor must agree to bind every subcontractor by the terms and conditions of this agreement, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) work. If Contractor subcontracts any part of this agreement/contract, Contractor shall be fully responsible to the District for acts and omissions of their subcontractor and of persons either directly or indirectly employed by Contractor.



Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

- 1.2.3 Single Payee: LVUSD shall pay only the named Contractor for the lease and maintenance fees resulting from this contract. Primary contractor (respondent) must be responsible for payments to all subcontractors, affiliates, subsidiaries and third-parties required to execute the services. Proposal shall list any affiliates, subsidiaries that would be included in a Contract, if approved by the Board of Education.

### **P 1.3 Implementation**

This section should describe plans and timelines for the delivery and installation of the equipment and evidence Contractor's ability to deliver the equipment in the required timelines. Please provide additional documentation as needed to support the Proposal.

- 1.3.1 Provide a project plan that allows installation of equipment at all sites to be fully completed no later than July 12, 2024. Assume no work may be performed prior to the Board Approval date specified in the Calendar of Events.
- 1.3.2 Describe Contractor's proposed project approach, including the roles and responsibilities of project team members, required tasks and necessary onsite work. Include a list of District and Contractor responsibilities during the implementation process, as well as details concerning the removal of existing District owned copiers. Selected Contractor will be required to define and explain expectations of LVUSD staff in a timely fashion, including any requirements related to ordering processes, room and building readiness, testing and installation.
- 1.3.3 Describe Contractor's expectations for the physical condition of the installation areas. In other words, what does the Contractor define as a "room-ready" or acceptable space for the installation of equipment necessary to deliver the services? Define all expectations related to building entrance, loading docks, etc. which will enable contractor to deliver copier to desired location.
- 1.3.4 Identify the electrical requirements for each copier included in Contractor's response. Selected Contractor must conduct a site survey of each location and identify additional/modified data and electrical needs at least fourteen (14) days in advance of the planned installation date. LVUSD will install special electrical receptacles and ensure that the required power supply is available. Current electrical requirements are 208 – 240V, 50/60 Hz, 20A (dedicated) on all machine types specified.
- 1.3.5 The new digital copiers shall be installed in locations designated by LVUSD project coordinator and tested within one (1) business day of delivery.
- 1.3.6 Equipment included in the initial order must be delivered, installed, tested, and ready for staff use no later than July 12, 2024. In the event delays occur exceeding five (5) days beyond the scheduled implementation identified in the Contractor's project plan, the Contractor may be subject to liquidated damages to reimburse LVUSD for the actual damages the District will sustain. If delay is caused or continued by the Contractor, liquidated damages will apply.
- 1.3.7 All equipment and supplies delivered during the duration of the Contract shall be F.O.B. - Place of Destination-Freight Prepaid to the designated sites throughout Las Virgenes



Unified School District. Delivery will be to sites designated on the agreement/amendment and/or District-approved project documents. Delivery charges, fuel surcharges or any additional costs associated with delivery will not be accepted or paid by the District. Tailgate deliveries will not be accepted. Contractor must deliver all equipment to the rooms located within each site as directed by the District. Actual delivery of the products shall be coordinated with the District or the representative(s) designated by the District in accordance with the contract.

- 1.3.8 Upon award of the RFP, Contractor shall keep sufficient stocks of products, supplies and service material to insure prompt delivery, installation, and advance replacement for all newly installed copy machines and those already in LVUSD's possession. Prompt delivery shall be determined by the District but shall not exceed two (2) weeks. There shall be no minimum quantities required in order for the District to place orders for needed items. All items must be delivered and installed in accordance with the timeframes outlined in the Vendor Experience and Ability to Perform section of this RFP.
- 1.3.9 The selected Contractor shall furnish and deliver the quantities designated by the agreement/amendment. All materials, supplies or services furnished under the agreement/amendment shall be in accordance with the District specifications or the sample furnished by Contractor and accepted by the District. Materials or supplies that, in the opinion of the District are not in accordance and conformity with the specifications or equal to the submitted sample, shall be rejected and promptly removed from the District premises at Contractor's expense.
- 1.3.10 All supplies and products delivered to the District shall be in good condition at the time of delivery and are subject to inspection and rejection by the District. The District may return at Contractor's expense any supplies or equipment which fail to meet the conditions of the RFP or fail to perform properly. Such supplies and/ or equipment shall be considered as rejected and shall be promptly replaced by Contractor. No payment shall be required until replacement is complete. Any merchandise damaged in shipment may be refused by the District and may be returned at Contractor's expense. Contractor shall trace any merchandise lost in shipment. Contractor has no more than thirty (30) days to remedy defective or damaged equipment or services that do not meet the requirements outlined in this RFP.
- 1.3.11 Contractor shall provide the LVUSD project coordinator a signed delivery receipt showing the model, serial number, site location, and date of delivery within three (3) working days of delivery and installation.
- 1.3.12 Contractor shall provide a full amount of consumable supplies (excluding paper) for all newly installed copy machines..
- 1.3.13 Contractor shall provide a minimum of one (1) hour training at each copier location. Locations are listed in Appendix A.
- 1.3.14 Contractor's delivery and maintenance employees shall wear distinctive company clothing and display company/employee identification, including the employee photograph and name. All Contractor employees must check in at the administration office of each site prior to any delivery or site work. All employees of Contractor must be cleared for tuberculosis, per Education Code 49406.
- 1.3.15 Contractor shall own its own fleet of digital copiers, or shall have full rights to equipment



during term of lease, and shall have additional equipment of the same make and models, with all features and specifications of the equipment quoted by Contractor, available in the event that District requires new or replacement copiers.

- 1.3.16 Contractor must agree to contract language allowing mutual contract termination in whole or in part, in the event that LVUSD does not allocate funding for the continuation of this contract or any portion thereof. Both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

#### **P 1.4 Support and Maintenance**

This section should provide detailed commitments related to the support and maintenance of the copier fleet. Contractor must provide evidence of its ability to perform maintenance and replenish supplies in the required timelines. Contractor must demonstrate reliability of the equipment and responsiveness of support.

- 1.4.1 Provide a copy of Contractor’s standard Maintenance Agreement (MA) and any additional items necessary to illustrate Contractor’s ability to provide the requested services. The MA and supporting documentation must minimally include: the Contractor’s staffed service hours and Service Level Agreement (SLA). Contractor’s MA, SLA, and Finance Terms must be incorporated into the District’s Form Agreement as an Addendum.
- 1.4.2 Contractor must at a minimum provide maintenance service availability during LVUSD working hours, 8:00am to 4:30pm, Monday through Friday, excluding holidays. No overtime charges will be allowed unless authorized by the project coordinator prior to the service being rendered.
- 1.4.3 Describe the process for submitting service requests. Explain how service requests are tracked. Describe how the original requestor as well as centralized District support personnel (IT contact and contract administrator) can view service request history by site, by machine, and by model of machine.
- 1.4.4 Describe how incoming service requests are classified and prioritized. For each classification of requests, provide guaranteed response times, including initial response/acknowledgement of the request, assignment to a team/technician, on-site response time where needed, and other support milestones. Describe the process for accessing support for high-priority requests after hours. Minimum expectations are as follows:
- Acknowledge all maintenance request calls from any LVUSD staff by responding back to the person requesting service within no more than one (1) hour.
  - Maximum allowable on-site response time is four (4) hours after responding back to the person requesting service.
- 1.4.5 Describe issue escalation procedures. List any automated triggers to escalate open issues or emergency support calls. Identify procedure for LVUSD to escalate issues through key contacts.
- 1.4.6 Describe the process for replacing a copier that, through LVUSD’s determination,
- Has experienced excessive outages or service interruptions (copier is unavailable for more time than the guaranteed uptime in the proposed maintenance agreement);



- Has required frequent repairs or manual intervention from staff (e.g., frequent paper jams), but outages do not yet violate the terms of the maintenance agreement; or
  - Is experiencing slowness or maintenance issues that may be attributable to the machine being undersized for the site's copier needs.
- 1.4.7 Contractor shall confirm that it will replace a copier that is out of continued service for more than three (3) workdays during a thirty (30) day period with a temporary loaner or permanent replacement machine of the same or better make and model at no cost to District. For clarification, a copier that is not operational shall be considered out of service, even if a required part has been ordered. Additionally, a copier that suffers from repeated, intermittent outages that significantly impact site operations for more than three (3) days in a thirty (30) day window shall be considered out of service. The replacement machine shall be installed and operational within five (5) working days from the original maintenance request call (consecutive non-operational days) or the of third outage (non-consecutive non-operational days). Equipment information concerning both old and new machines shall be forwarded to the LVUSD project coordinator within three (3) working days of the exchange.
- 1.4.8 Contractor shall confirm that it will permanently replace any **individual** copy machine with repeated service calls that does not perform to the satisfaction of LVUSD at no cost to the District, and such replacement equipment shall be equal to or better than the original furnished copier. The make and model of the replacement machine shall be subject to the approval of the LVUSD project coordinator. The replacement copier must be newly manufactured equipment of the model specified in the RFP or newer unless approved by the LVUSD project coordinator. Equipment information concerning both old and new machines shall be forwarded to the LVUSD project coordinator within three (3) working days of the exchange.
- 1.4.9 Permanently replace any band of copy machine with repeated service calls that does not perform to the satisfaction of LVUSD with a different model of copy machine that can produce the required volumes of copies in a more reliable manner at no cost to the District.
- 1.4.10 Describe Contractor's tools and processes for proactively monitoring, maintaining and responding to issues with the fleet. Identify data collected automatically or manually for each copier. Identify what information shall be visible to or provided to LVUSD personnel. Provide response time information for typical issues and low supplies. Provide information on defined triggers/thresholds for copier replacement or removal from service for extensive repair.
- 1.4.11 Describe tools available to LVUSD school site and centralized personnel to view actual monthly and annual impressions by copier against recommended volume for that model device.
- 1.4.12 Contractor must confirm that its proposal includes full maintenance service and preventative maintenance service for all leased copy machines and their components, including, but not limited to drums, belts, process rollers, brushes, filler bags, wiper bags, staples, toner, waste toner kits, and all labor.



- 1.4.13 Contractor shall not charge the District for copies metered during service calls conducted by the Contractor.
- 1.4.14 Contractor shall not charge for the delivery, installation, and supplies for initially contracted and additional copiers (those included in the original agreement between Contractor and the District and those added at a later date).
- 1.4.15 Contractor shall relocate or remove, upon notification from the project coordinator or designee, an existing copier. The change shall be accomplished by the Responding Contractor within three (3) working days and at no charge to LVUSD.
- 1.4.16 In the event that, during the contract period, the model supplied becomes unavailable from the manufacturer due to a model change, Contractor shall furnish a model equal to or better than the original model procured, and apply all terms, including pricing, of this RFP to the new model.
- 1.4.17 Contractor agrees that excessive service calls or continually slow service response times may be deemed default and grounds for contract termination.

**P 1.5 Penalty for Non-Performance**

- 1.5.1 The Contractor will supply machines that will regularly and reliably produce, at a minimum, the stated number of copies in Section 5.2, subsection 2.16 of this RFP without excessive malfunctions, breakdowns, or service calls. A high incidence of such problems may result in:
  - (1) Temporary replacement of machines that cannot be repaired within three (3) working days.
  - (2) Permanent replacement of all individual machines with repeated maintenance calls.
  - (3) Permanent replacement of all units of a model with repeated service calls with another model that can produce the required volumes of copies in a more reliable manner.
  - (4) The determination that the Contractor is in default and resulting termination of the contract.
- 1.5.2 If equipment is inoperable for more than three (3) business days, LVUSD shall deduct from Contractor's invoice a penalty of One Hundred Dollars (\$100.00) per day for each item of inoperable equipment. For clarification, a copier that is not operational shall be considered inoperable, even if a required part has been ordered. It is understood that these penalties will be assessed in the interest of assuring that LVUSD has working equipment at all times. If equipment has been temporarily or permanently replaced with functioning equipment within the three (3) day period no penalties shall be assessed.

**P 1.6 Administration**

This section should evidence Contractor's ability to meet District's need on an administrative level. Please provide additional documentation as needed to support the Proposal.

- 1.6.1 Provide evidence that the Contractor is an authorized dealer and maintains a qualified staff of technicians that are manufacturer certified and have a local repair facility within



thirty (30) miles of LVUSD with an inventory of parts at that facility.

- 1.6.2 Identify the location of the nearest local support center that would be responsible for onsite repairs in the event of an outage or other issue. Awarded Contractor shall confirm that all support personnel have been background checked and cleared.
- 1.6.3 A local, dedicated person will be required to work with LVUSD staff to manage LVUSD's copier fleet including, but not limited to, equipment moves, removals, new equipment order, maintenance requests, replacement models, invoices and reports, placements, record keeping, report submissions, service and supply issues. This person should have a local cell phone number that is dedicated to LVUSD allowing LVUSD project staff to reach him or her immediately and who understands LVUSD's business and document needs. He or she should be available within thirty (30) miles of LVUSD during LVUSD's business hours to handle such calls.
- 1.6.4 Contractor designee shall attend in-person meetings to discuss installation progress, service/equipment issues, usage, changes to copier placements, new orders, billing, recommendations for resizing/replacing units, and any additional needs of LVUSD staff. Meetings will occur at least:
  - a. Weekly: From the award of the contract until two (2) weeks after the initial phase of installation is complete.
  - b. Monthly: For six (6) months following the initial installations.
  - c. Quarterly: Thereafter for the duration of the contract.
- 1.6.5 Contractor shall be responsible for removing all copiers within the final month of the contract as scheduled by the project coordinator, in coordination with the installation of equipment associated with the successor contract at no charge to LVUSD.
- 1.6.6 Additional Equipment for Existing Sites: LVUSD expects that copiers added to sites shall be included as an addendum, and the terms and pricing of the addenda shall be consistent with the parent agreement. Be specific about the notification requirements and expected timelines. If a site-inspection is required prior to completing the work, include timelines from room-ready site inspection to delivery of the equipment.
- 1.6.7 In the event of site closure, program reduction or declining enrollment at a specific school, LVUSD may terminate the lease(s) for copiers located at the impacted site under this clause without penalty. No termination charges shall be charged (including fees for service termination, remaining monthly charges, or any other cost associated with termination). Contractor agrees to remove or relocate the subject equipment at no cost to LVUSD. Payment shall be made up to the end of the current month of the cancellation.
- 1.6.8 In the event of re-organization or the temporary or permanent relocation of programs and departments within LVUSD, LVUSD may terminate the lease(s) of or have Contractor relocate the copiers associated with the affected programs and departments without penalty or any additional costs. Contractor agrees to remove or relocate the subject equipment at no cost to LVUSD. Payment shall be made up to the end of the current month of the cancellation.
- 1.6.9 During the period of the contract, LVUSD may add additional copiers, reduce the number of copiers, or upgrade/downgrade copiers to a different performance band in response to changes to program needs. These changes will be made at no additional cost to the



District. The District will be charged only the new monthly rate for the selected replacement equipment and associated impressions per the RFP Pricing Form. Any limitations to changes, such as minimum or maximum quantities, must be specified on the Responding Contractor's Pricing Form response.

### **P 1.7 Billing**

Contractor shall be required to meet District's specialized invoicing requirements, including reports regarding usage for each machine. Please provide additional documentation as needed to support the Proposal.

- 1.7.1 Selected Contractor will be required to provide an invoice with a summary of all charges, broken out by school site and copier model/serial number. All charges must be itemized with a clear description, including, but not limited to costs for lease of equipment, per copy charges broken down by Color copies and Black/ White copies. Invoice cycle to be jointly agreed upon with Contractor.
- 1.7.2 Selected Contractor shall manage billing and create invoices in-house.
- 1.7.3 Selected Contractor shall be required collect meter reads on a monthly basis and include reads in monthly reports showing actual equipment use (number and type of impressions), compared to recommended machine utilization, and District averages for similar sites and equipment. Report must be disaggregated to site, machine, and access code level. Report must be in Excel and in a format that supports use to assess chargebacks for contracted amounts, excessive use, and/or a proportional share of overages. Reports must be provided by the 15<sup>th</sup> of the month following the meter read.
- 1.7.4 If reports are not received by LVUSD by the 15<sup>th</sup> of the month following the jointly agreed upon meter read, LVUSD shall deduct from Contractor's invoice a penalty of One Hundred Dollars (\$100.00) per day until the report is received. It is understood that these penalties will be assessed in the interest of assuring that LVUSD has necessary information available to administer chargebacks to school sites in a timely manner.
- 1.7.5 LVUSD centrally manages the copier contract and charges each site or program for lease costs and per-impression costs. Sites and programs provide a specific account code to LVUSD fiscal staff to facilitate chargebacks. Provide sample usage reports and invoices to demonstrate how Contractor can support LVUSD accounting and chargeback needs.
- 1.7.6 Awarded Contractor will be requested to provide sample reports that would be available to LVUSD technical staff, District Business Services Staff, and school site contacts to monitor machine supplies, usage and outages/service interruptions.

### **Part 2. Quality of Output and Equipment Features**

This section should evidence Contractor's ability to meet all technical compliance requirements of the RFP. All equipment and associated services must comply with general requirements and expectations outlined throughout these RFP documents, any subsequent amendments, and posted RFI responses. Equipment proposed in response to each "Performance Band" must be listed in the Pricing Form in Appendix C, and must meet or exceed all specifications outlined in this section except for items listed in the Options section.





If items listed in the Options section are not included on the base models of proposed equipment, Contractors must include the cost to supplement the base models of proposed equipment with the necessary equipment to meet the standards list in the Options section. Please provide additional documentation as needed to support the Proposal.

- 2.1 Equipment quoted by Contractor must be under one (1) brand (a single manufacturer/company). A single manufacturer/brand shall provide for lower overall training costs and streamlined integration and deployment efforts for LVUSD staff.
- 2.2 Contractor shall provide copiers that are the manufacturer's newest, most recent series or "generation." Acceptable copiers shall be all "New Equipment" or "Newly Manufactured Equipment." If the incumbent contractor is awarded the contract, the existing equipment shall be replaced with new equipment at the commencement of the new contract term.
- 2.3 Contractor shall not provide "Remanufactured Equipment," i.e. equipment that has been factory disassembled to a predetermined standard, then reassembled by using new parts and some used or recycled components. LVUSD shall be the first user of the equipment. All items furnished under this RFP shall consist of new and original components.
- 2.4 All proposed equipment must run the same version of required software, which must be the most recent version of software available.
- 2.5 Contractor shall submit warranty for each proposed model of equipment. Manufacturer or their agent shall maintain a guarantee that all items delivered under this contract are protected against imperfections of materials and or workmanship during the period of the contract.
- 2.6 Contractor must ensure that the proposed equipment and setup will be able to adapt and integrate with LVUSD's existing technology/telecommunications infrastructure and within bandwidth constraints at no additional charge. Describe any assumptions related to technical integration, including network bandwidth and configuration requirements.
- 2.7 Provide a detailed overview and separate cost of Contractor's proposed management software solution. Software should minimally include management tool(s) with the following administrative functions: device Identification, device status, administrative reporting, device organization using Simple Network Management Protocol (SNMP) community names, remote troubleshooting and installation. Software solution should include print queue dialogue to promote best economic option for print job. Must be able to support non-network-bound Apple / Macintosh computers (Operating System MacOS 12-Monterey or above) as well as non-network-bound Windows computers (Operating System Windows 10 or above). District may, at its option, select an outside vendor for the management software solution.
- 2.8 Proposed print solution must support maintaining an access code list where identified by sites as needed. A school site designee must be able to make simultaneous changes, additions, and/or deletions to the codes on all machines from one (1) remote server/networked computer within the District or provide service to change, add and/or delete access codes to/from all machines within twenty-four (24) hours from LVUSD's request.
- 2.9 All copier units must include software supporting either Papercut MF or Papercut Hive. The prices included in the Pricing Form must include the cost of any software



needed (either upfront one-time costs or Monthly Cost) to be able to operate either of the above two referenced print release software. If the Contractor does not include any additional costs or incorporate the cost to run the Papercut MF or Papercut Hive software, the Contractor may not add those costs in the future and the Contractor will be responsible to bear all costs associated with the operation, purchase and implementation of such software.

- 2.10 All data must be erased from each copier upon the completion or termination of service before leaving any LVUSD facility. All data erasures must meet DOD 5220.22-M HDD data overwrite compliance.
- 2.11 Proposed copiers must support web-based printing from Google Apps/G-Suite, iPads and approved guest devices on the LVUSD network.
- 2.12 Describe the level of the product integration with SAFECOM ROI / Queued pull-print solutions.
- 2.13 All copiers must be configured to print a banner page (cover page) to identify print jobs at large sites, if desired. The banner page shall minimally include the document name, username of the individual requesting the print job and the number of copies. Banner pages must be able to be configured to pull banner paper from a different drawer than the print job. Pulling colored paper for the banner page for print jobs allows large sites to easily identify the start of each separate print job.
- 2.14 Describe available features to reduce print volume. Feature must work on both Macintosh and PC Computers not directory bound. Features may include individual account management, options to require a code entered at the machine to start printing from the queue, solutions to identify duplicate print jobs or other features included in the devices, management software.
- 2.15 Describe document management capabilities, including options to scan directly to G-Suite (Google Drive) and direct to email. Identify any services for reading and categorizing documents electronically to support document management. Include pricing of third-party software or equipment if required.
- 2.16 A sample of the copier may be requested of Contractor at District’s sole discretion. The District will review and determine the quality of output based on sample provided by Contractor.
- 2.17 The following table provides a high-level overview of the base requirements for each Performance Band. Listed copier models are provided for informational purposes only. These are meant to aid Contractors in determining the “best fit” model for the identified Performance Band. Contractors are encouraged to submit their independent recommendation for the manufacturer, make, and model of equipment to meet the District needs. All proposed products must be the current model of the manufacturer’s product line in that Performance Band.

Any copier class the Contractor chooses not to include in its Proposal is to be noted on the Proposal and Agreement as “No Proposal.” In this case, the District reserves the right to substitute pricing for a higher Performance Band model proposed for the purposes of calculating total RFP cost.

The Estimated Number of Initial Leased Devices per Band is provided for reference only.



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The District makes no warranties that it will lease the number of machines listed within this RFP. Due to enrollment growth and program changes, the District requires the ability to add on services/equipment during the life of the contract by addendums to the original agreement. Quantity additions or deletions shall be made at the option of LVUSD.

Contractor must respond to this section by:

- (1) Listing the proposed copier make and model for each performance band,**
- (2) Affirming that the proposed copier model meets or exceeds all standards listed,**
- (3) Provide proposed specifications for each category listed, and**
- (4) Affirming that the copier can perform consistently and reliably at the high-end of the provided Monthly Print Volume Range for the life of the contract.**

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## Estimated Copier Bands and Monthly Volumes

Minimum Copier Speed (PPM)	Monthly Print Volume Range*	Estimated Initial Number of Newly Leased Devices per Band*
<b>Volume Band No. 1 – BW Image</b>		
105 BW	1,015,000	30
<b>Volume Band No. 2 – BW and Color</b>		
50 BW / 50 Color	49,500 (B/W) 67,000 (Color)	32
<b>Volume Band No. 3 – BW</b>		
50 BW	2,500 (B/W)	3

\*Note: Estimated Initial counts reflect most recent usage only. This is not a guaranteed minimum amount, nor is it guaranteed to be the basis for the hypothetical project that will be used to calculate RFP costs. Estimated initial number of newly leased devices is provided for example purposes only.



**PERFORMANCE BAND 1** The following minimum requirements apply to Performance Band 1.

**Volume Band One: Black 105 pages per minutes or greater**

Minimum Features and Specifications	
Processor	1.4Ghz
Hard Drive	150GB
Memory	1GB
Speed	105PPM
Copier requirements	
Paper size	Letter/Legal/Ledger
Paper input capacity	3000 sheets (at least one tray with >500 sheet capacity)
Duplex	Automatic
Automatic Document Feeder	100 sheets
Finisher	100-sheet staple
Print requirements	
Printer Language and driver	PCL5, PCL6, PS3, Universal print driver
Connectivity	10/100/1000 Base-T Ethernet
Print resolution	1200x1200 dpi
Operating system and mobile support	Windows 10 or above, Mac OS 12 or above, AirPrint, Google Cloud Print
Scan requirements	
Scan functionalities	Scan to email (SMTP)
Scan resolution	600x600 dpi
Scan formats	TIFF, PDF, PDF/A, JPEG, High compression PDF, searchable PDF

Security Features	
Data Protection	Hard drive overwrite Hard drive encryption
Device Access restriction	Restrict device access by IP or user
Authentication	Active Directory, User/Department ID, LDAP, PIN Code
Management	
Fleet management software for IT	Centralized enterprise-level management software for configuring, patching, identifying, and reporting of all devices
Meter read	Centralized web-based management interface to report on meter reads for all devices. Info should include copy, print, and scan counts
Environmental Standards	
	Energy Star Certified RoHS compliant
Options	
	Wireless (a/b/g/n) connectivity
	Three-hole punch finisher
	Saddle stitch finisher
	Extra trays
	Access to cloud services like Google drive



**PERFORMANCE BAND 2** The following minimum requirements apply to Performance Band 2.

**Volume Band Two: Color 50 pages per minutes or greater**

Minimum Features and Specifications	
Processor	1Ghz
Hard Drive	150GB
Memory	2GB
Speed	50PPM BW and Color
Copier requirements	
Paper size	Letter/Legal/Ledger
Paper input capacity	1000 sheets (at least one tray with >500 sheet capacity)
Duplex	Automatic
Automatic Document Feeder	100 sheets
Finisher	50-sheet staple
Print requirements	
Printer Language and driver	PCL5, PCL6, PS3, Universal print driver
Connectivity	10/100/1000 Base-T Ethernet
Print resolution	1200x1200 dpi
Operating system and mobile support	Windows 10 or above, Mac OS 12 or above, AirPrint, Google Cloud Print
Scan requirements	
Scan functionalities	Scan to email (SMTP)
Scan resolution	600x600 dpi
Scan formats	TIFF, PDF, PDF/A, JPEG, High compression PDF, searchable PDF

Security Features	
Data Protection	Hard drive overwrite Hard drive encryption
Device Access restriction	Restrict device access by IP or user
Authentication	Active Directory, User/Department ID, LDAP, PIN Code
Management	
Fleet management software for IT	Centralized enterprise-level management software for configuring, patching, identifying, and reporting of all devices
Meter read	Centralized web-based management interface to report on meter reads for all devices. Info should include copy, print, and scan counts
Environmental Standards	
	Energy Star Certified RoHS compliant
Options	
	Wireless (a/b/g/n) connectivity
	Three-hole punch finisher
	Saddle stitch finisher
	Extra trays
	Access to cloud services like Google drive



**PERFORMANCE BAND 3** The following minimum requirements apply to Performance Band 3.

**Volume Band Three: BW 50 pages per minutes or greater, tabletop unit**

Minimum Features and Specifications	
Processor	1Ghz
Hard Drive	150GB
Memory	2GB
Speed	50PPM BW
Copier requirements	
Paper size	Letter/Legal/Ledger
Paper input capacity	1000 sheets (at least one tray with >500 sheet capacity)
Duplex	Automatic
Automatic Document Feeder	100 sheets
Finisher	50-sheet staple
Print requirements	
Printer Language and driver	PCL5, PCL6, PS3, Universal print driver
Connectivity	10/100/1000 Base-T Ethernet
Print resolution	1200x1200 dpi
Operating system and mobile support	Windows 10 or above, Mac OS 12 or above, AirPrint, Google Cloud Print
Scan requirements	
Scan functionalities	Scan to email (SMTP)
Scan resolution	600x600 dpi
Scan formats	TIFF, PDF, PDF/A, JPEG, High compression PDF, searchable PDF

Security Features	
Data Protection	Hard drive overwrite Hard drive encryption
Device Access restriction	Restrict device access by IP or user
Authentication	Active Directory, User/Department ID, LDAP, PIN Code
Management	
Fleet management software for IT	Centralized enterprise-level management software for configuring, patching, identifying, and reporting of all devices
Meter read	Centralized web-based management interface to report on meter reads for all devices. Info should include copy, print, and scan counts
Environmental Standards	
	Energy Star Certified RoHS compliant
Options	
	Wireless (a/b/g/n) connectivity
	Three-hole punch finisher
	Saddle stitch finisher
	Extra trays
	Access to cloud services like Google drive



### **Part 3: Price**

Contractors must complete the Pricing Form (Appendix C). The scope of this project includes the installation, delivery and maintenance of digital copiers to all of the District's sites. All costs, including anticipated delivery, installation, preventative maintenance, parts, labor, taxes, including property taxes, surcharges, and all supplies including staples, waste toner kit, and toner, but not to include copy paper, must be accounted for. Any cost passed on to LVUSD must be included in the price within Contractor's Proposal. All permits and all costs over the course of the contract shall be amortized over the cumulative pricing. Contractors must provide complete detail of their pricing proposal.

- 3.1 Complete Appendix C: Pricing Form.
- 3.2 Contractors shall utilize a five (5) year term for services for existing sites. Contractors shall complete the Pricing Form (Appendix C) for the five (5) year term. Additional copiers may be added throughout the contract. The maintenance associated with those additions is expected to be a co-terminus sixty (60) month term.
- 3.3 Quantities described in the scope of work and hypothetical project are estimated usage for the RFP period. The District reserves the right to lease more or less of the units specified at the unit cost RFP. Responding Contractor must list any minimum requirements that affect shipments of quantities ordered by the District. Requirements noted by the Responding Contractor, or exceptions to terms contained in this RFP, deemed excessive or restrictive by the District, shall be cause for rejection.
- 3.4 Describe in detail any limitations of (e.g., length of term, service quantities) that apply to the proposed pricing. Note, limitations or terms that are unfavorable to the District may be cause for rejection of the Proposal.
- 3.5 The District will select the solution that is deemed most beneficial to District. Responding Contractors should minimize or eliminate overage charges through (1) a consistent per-impression charge, and/or (2) flexibility to adjust impression allocations throughout the life of the contract.
- 3.6 Confirm that all costs, including, but not limited to delivery, installation, required equipment, services, parts, labor, maintenance fees, all consumable supplies (including staples and toner, but excluding paper), taxes, surcharges and any other anticipated costs to the District have been included on the completed Appendix C: Pricing Form. Taxes may be listed separately as an approximate percentage where appropriate. Costs not identified by the Contractor shall be borne by the Contractor and will not alter the requirements identified in this solicitation.
- 3.7 Sites may be added during the period of performance of this project. All new installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of the agreement resulting from this RFP.
- 3.8 There shall be no termination charges for closed or relocated sites as defined in Section 5.2, Part 1.
- 3.9 During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, LVUSD shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. At no time shall the prices





charged to LVUSD exceed the prices under which the RFP was awarded. LVUSD shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Contractor to any other school district or any other state, county, municipal or local government agency in Los Angeles County or other California Counties for the materials/equipment listed on the RFP.

- 3.10 Billing for each digital copier will only begin after the machine is tested and accepted by the District.
- 3.11 Should a new, replacement model of copier become available during the contract term, LVUSD and Contractor may agree to substitute the new model for all additional and replaced copiers in that Performance Band for the remainder of the agreement.

#### **Part 4: Exceptions**

Describe any exceptions to the RFP content, general expectations, specific requirements, and/or the District's standard agreement. For each exception, propose acceptable alternative language and/or provide rationale to support the exception. Exceptions that are contrary to the District's best interests, do not meet the needs of LVUSD staff and students, or conflict with regulations related to public contracts and procurement will not be accepted by the District and may be cause for rejection of the Proposal.

#### **Part 5: Required Forms (Appendix B)**

All required forms must be submitted as part of the Contractor's complete proposal on or before the Proposal Deadline specified in the calendar of events. Required Forms are included in Appendix B of this document and listed below.

- Delivery Agreement
- Acknowledgment of Amendments to RFP
- Contractor Representation and Certification
- List of subcontractors, if applicable, provided by Contractor
- Non-collusion Declaration
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification on Restrictions on Lobbying

#### **Part 6: Pricing Form (Appendix C)**

Complete the Pricing Forms in Appendix C.

#### **Part 7. Supplementary Materials**

Supplementary Materials are due within 72 hours of District request and may included any of the following:

- Installation Plan
- Sample Addendum for Lease terms and Service & Maintenance
- Additional Resources that Support the Proposal

#### **Part 8: Forms Provided by Selected Contractor (Appendix D)**

The following forms are not required to be submitted with the Contractor's proposal, however the forms listed below must be submitted by the selected Contractor within ten (10) days of the Award of Contract.



- 
- Workers' Compensation Certificate
  - Performance Bond
  - Drug-Free Workplace Certification
  - Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy by Contractor
  - Notice to Contractor Regarding Criminal Background Check
  - Tuberculosis Certification by Contractor
  - W-9
  - Certificate of Liability Insurance, including an Additional Insured Endorsement
  - District Form Agreement



## 6. District Rules

### 6.1 Rules and Regulations

The following rules and regulations must be followed by every Contractor doing business with Las Virgenes Unified School District. Failure to comply may result in the removal of Contractor and/or members of Contractor's crew from the job, and possible back charges for direct costs to the District.

- 6.1.1 LVUSD is a tobacco free school District. Board Policy prohibits the use of tobacco or tobacco products on any part of the District grounds, including Vape devices.
- 6.1.2 Anyone not directly involved in the scope of work shall not be on the job site, or LVUSD property. Contractor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Contractor.
- 6.1.3 No pets are allowed on District property.
- 6.1.4 Fraternalization or other contact with students is strictly forbidden.
- 6.1.5 Any Contractor working on a site where students are present must clear through the District's visitor management system.
- 6.1.6 Contractor shall supply prior to the start of work the following:
  - a. Proof of Workman's Compensation Insurance,
  - b. Liability Insurance in an amount not less than one million dollars each occurrence; two million dollars aggregate. This District must be named as additionally insured.
- 6.1.7 Contractor is required to collect, haul and dispose of all debris, trash and spoilage associated to this project, and to keep all items secured and maintained in a safe manner until properly disposed of.
- 6.1.8 Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project are to be restored to a pristine condition. This includes replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as needed. Any damage caused by Contractor shall be paid for by the Contractor.
- 6.1.9 LVUSD has a **Zero Tolerance Policy** that will be enforced towards negative or questionable conduct or behavior.
- 6.1.10 While on the District's property and/or project area there will be **No Fraternalizing** by the Contractor's workforce with anyone outside the project's construction forces.
- 6.1.11 Professional and neat appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.
- 6.1.12 Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.
- 6.1.13 **"Cruising" or "Loitering" on LVUSD property or job site is not permitted** at any time. When not engaged in official activities as directed by their employer, employees or associates of the Contractor shall leave LVUSD property until the next work shift that requires their physical presence on District property.



- 6.1.14 Contractor or its employees or associates are not allowed to be in any area of LVUSD's property that has not been specifically authorized by LVUSD or its designee without an official and designated escort.
- 6.1.15 Contractor will remove and replace all furniture and equipment as required. The Contractor will liaison with the appropriate designated representative regarding relocation of any equipment. Note: the greatest care is to be taken in all cases where dealing with LVUSD equipment. Any damage is at the Contractor's expense. Contractor must notify LVUSD two (2) days in advance when personal items must be removed or may be affected by the Contractor.
- 6.1.16 Contractor shall maintain the project area in the highest state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Contractor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.
- 6.1.17 Contractor shall indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney's fees.
- 6.1.18 Contractor, when required by law, and at the request of the District, shall pay prevailing wages.
- 6.1.19 Based on the installation plan supplied to the District for a particular site or sites, the District may require the Contractor to obtain a performance bond.

## **6.2 Termination**

- 6.2.1 Cancellation due to lack of funding: The District reserves the right to cancel this RFP at any time or limit quantities due to insufficient or non-appropriation of funds. No termination liability penalties will apply if funding is denied, reduced, or discontinued, or if moving forward with an agreement resulting from this RFP is not in the best interest of the District.
- 6.2.2 Non-Appropriation: Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.
- 6.2.3 Termination for Cause: The Las Virgenes Unified School District may, by written notice of default terminate the contract issued in whole or in part if:
  - 1) The selected Contractor fails or neglects to perform any of the services listed within this RFP, the resulting Agreement, and other related documents in the manner and time specified, or if, in the opinion of LVUSD, the item(s) provided fail to perform satisfactorily;
  - 2) The winning Contractor fails to perform any of the other provisions of the RFP or contract and does not cure such failure within a period of ten (10) days (or such longer period as LVUSD may authorize in writing) after receipt of notice from LVUSD specifying such failure.
- 6.2.4 Termination for Contractor's Default: LVUSD may terminate this contract for reason of



Contractor's default if: (a) a federal or state proceeding for the relief of debtors is undertaken by or against the Contractor, or (b) a receiver or trustee is appointed for the Contractor, or (c) the Contractor makes an assignment for the benefit of its creditors, or (d) the Contractor becomes insolvent, which shall be deemed to have occurred if the Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not the Contractor has committed an act of bankruptcy or is considered insolvent within the meaning of the federal bankruptcy law, or (e) the Contractor breaches any material term or violates any material provision of this RFP or a related Contract and does not cure such breach or violation within ten (10) calendar days after delivery by LVUSD of a written "Notice to Cure Deficiency". The rights and remedies of LVUSD set forth in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- 6.2.5 Termination for Other Reasons: The District may, at any time, with or without cause or reason, terminate this contract. Upon such termination, District shall compensate Contractor for products satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of delivery of products. Notice shall be deemed given after three (3) days and will be effective thirty (30) days thereafter.
- 6.2.6 The parties to the contract shall be excused from performance hereunder during the time and to the extent that they are prevented from performing the services by act of God, fire, strike, loss or shortage of facilities, lockout, commandeering of material products, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that if satisfactorily established, that the nonperformance is not due to the fault or neglect of the party performing.
- 6.2.7 In the event LVUSD terminates the contract, in whole or in part, LVUSD may acquire equipment, similar to those so terminated from another source and the winning Contractor shall be liable for any excess costs of acquisitions of such similar supplies. The price paid to obtain satisfactory equipment shall be considered the prevailing market price at the time such purchase is made.



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**Appendix A**  
**District Sites List**

and

**Current Copier Inventory and Usage**

**School Sites**

- Buttercup Preschool ( BP ) – 6098 Reyes Adobe Road, Agoura Hills, CA 91301-1423
- Chaparral Elementary ( CES ) - 22601 Liberty Bell Rd, Calabasas, CA 91302-5701
- Lupin Hill Elementary ( LHES ) - 26210 Adamor Rd, Calabasas, CA 91302-1006
- Round Meadow Elementary ( RMES ) - 5151 Round Meadow Rd, Hidden Hills, CA 91301-1161
- White Oak Elementary ( WOES ) - 31761 W. Village School Rd, Westlake Village, CA 91361-4502
- Sumac Elementary ( SES ) - 6050 N. Calmfield Ave, Agoura Hills, CA 91301-2104
- Yerba Buena Elementary ( YBES ) - 6098 Reyes Adobe Rd, Agoura Hills, CA 91301-1423
- Willow Elementary ( WES ) - 29026 Laro Dr, Agoura Hills, CA 91301-1694
- Bay Laurel Elementary ( BLES ) - 24740 Paseo Primario, Calabasas, CA 91302-3071
  
- Arthur E. Wright Middle ( AEWMS ) - 4029 Las Virgenes Rd, Calabasas, CA 91302-2977
- Lindero Canyon Middle ( LCMS ) - 5844 Larboard Ln, Agoura Hills, CA 91301-1423
- Alice C. Stelle Middle ( ACSMS ) - 22450 Mulholland Hwy, Calabasas, CA 91302-5180
  
- Mariposa School ( MSGE ) - 6050 N. Calmfield Ave, Agoura Hills, CA 91301-2104
  
- Agoura High ( AHS ) - 28545 W. Driver Ave, Agoura Hills, CA 91301-3396
- Calabasas High ( CHS ) - 22855 Mulholland Hwy, Calabasas, CA 91302-2047

**Performing Arts Education Centers ( PAEC )**

- Agoura PAEC ( A-Paec ) - 28545 W. Driver Ave, Agoura Hills, CA 91301-3396
- Calabasas PAEC ( C-Paec ) - 22855 Mulholland Hwy, Calabasas CA 91302-2047

**Offices**

- Las Virgenes District Office ( LVDO ) - 4111 Las Virgenes Rd, Calabasas, CA 91302-2977
- Maintenance and Operations ( LVMO ) - 4029 Las Virgenes Rd, Calabasas, CA 91302-2977
- Warehouse ( WHSE ) – 4029 Las Virgenes Rd, Calabasas, CA 91302-9277
- Child Nutrition Services ( CNS ) - 22450 Mulholland Hwy, Calabasas, CA 91302-5180



## **Current Copier Inventory and Usage**

Below is an annual average of monthly use for equipment currently leased by the District. Copiers with color copy capabilities have black and white counts listed on the same row as the copier and color copy counts are listed on the row below. This information is provided for reference only. Some averages may be based on estimated usage rather than actual meter reads. The District makes no warranties that usage will continue in a similar pattern.

<b>Copier Model</b>	<b>Average Monthly Copies Black</b>	<b>Average Monthly Copies Color</b>
8585	548,351	0
8505	467,841	0
3530	48,592	65,195
1643	2,510	0
3830	45	26
5550	614	1,495
4781	186	354



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## **Appendix B: Required Forms**

### **PROPOSAL SUBMISSION CHECKLIST**

- Cover Page: Company Name, Contact Information
- Part 1: Vendor Ability to Perform, References and Experience
- Part 2: Quality of Output and Equipment Features
- Part 3: Price
- Part 4: Exceptions
- Part 5: Required Forms (Appendix B)
  - Delivery Agreement
  - Acknowledgment of Amendments to RFP
  - Contractor Representation and Certification
  - Non-collusion Declaration
  - Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
  - Certification on Restrictions on Lobbying
- Part 6: Pricing Form (Appendix C)
- Part 7: Required Supplementary Materials (due upon request from the District)
  - Installation Plan
  - Sample Contract for Lease terms and Service & Maintenance
  - Additional Resources that Support the Proposal
- Part 8: Optional Forms (Appendix D) - *Required of Selected Contractor within ten (10) days of Award of Contract*
  - Workers' Compensation Certificate
  - Drug Free Workplace Certification
  - Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy by Contractor
  - Notice to Contractors Regarding Criminal Records Check
  - Tuberculosis Clearance Certification by Contractor
  - W-9
  - Certificate of Liability Insurance, including an Additional Insured Endorsement
  - District Form Agreement





**DELIVERY AGREEMENT**

Upon notification of selection and Board Approval, the undersigned hereby promises and agrees to furnish all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals and general conditions all which are made a part of the purchase agreement.

Name under which business is conducted \_\_\_\_\_  
Business Street Address \_\_\_\_\_ Tel: \_\_\_\_\_  
City State Zip Code

**IF SOLE OWNER**, sign here:  
I sign as sole owner of the business named above.

**IF PARTNERSHIP**, sign here:  
The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority to do so. (One (1) or more partners sign)

**IF CORPORATION**, execute here:  
The undersigned certify that they sign this purchase agreement with full and proper authorization to do so.

Corporate Name

Signed \_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_



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**ACKNOWLEDGEMENT OF AMENDMENTS TO RFP**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF ANY AND ALL AMENDMENTS TO THE RFP.

If Contractor has no knowledge of any amendments to the RFP having been issued to, or received by, Contractor, please check following box:

Amendments

Amendment No.	Date Published	Date Received

By: \_\_\_\_\_  
Signature of Authorized Agent

Name and Title of Authorized Agent:

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_



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## CONTRACTOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Contractor with the authority to submit a Proposal on behalf of the Contractor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete RFP documents and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Contractor certifies that no employee of its firm has discussed, or compared the Proposal with any other Contractor or District employee, and has not colluded with any other Contractor or District employee.
- If the Contractor's Proposal is accepted by the District, the Contractor will enter into a contract with the District to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to the District and the Contractor.
- The District reserves the right to reject any or all proposals.

I hereby certify that I am submitting the attached Proposal on behalf of [Specific Entity Submitting Proposal].

I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Contractor understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.



**NON-COLLUSION DECLARATION  
STATE OF CALIFORNIA**

ARTICLE 1 COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and  
(Typed or Printed Name)  
says that I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Bidder Name)

the party submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address, City, State and Zip)

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_



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**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The \_\_\_\_\_ (title) of \_\_\_\_\_ (Contractor/Firm Name)

Certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY OR AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
THE PRIMARY PARTICIPANT

\_\_\_\_\_  
Firm Name/Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official      Date



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**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of

\_\_\_\_\_ that:

(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_ (Signature of  
authorized official)

\_\_\_\_\_  
(Title of authorized official)



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## **Appendix C. Pricing Form**

Due to variable copying needs and school enrollments, this RFP is constructed as a unit cost RFP. Contractors must provide specifications and pricing for proposed products meeting each equipment performance level defined in the requirements and pricing form. For the leased equipment, Contractors may choose the appropriate pricing model from the options available, including:

- Flat monthly price per unit of equipment; or
- Flat monthly price per unit of equipment, plus cost per impression; or,
- Cost per impression.

The Pricing Form is divided into the following sections:

1. Primary Lease, 60 Month Option: Costs associated with equipment, maintenance, including all consumable supplies, and usage of equipment included for the full term of a sixty (60) month lease agreement. Include amount to be deducted from price to purchase the 57 existing district owned copier to dispose of through environmentally responsible means.
2. Lease Adjustments: Costs associated with adding, relocating, changing, and or removing copiers after the initiation of the lease agreement.

It is LVUSD's intent to select the most beneficial solution for the District. Contractors must submit their proposals on the pricing forms provided in the RFP documents. Requests for clarification or modification to the form must be submitted through the RFI process.

Pricing provided by Contractor must include all costs associated to the project for complete installation, configuration, maintenance, consumable supplies and all works related to this RFP and scope of work. Costs not identified by the Contractor shall be borne by the Contractor and will not alter the requirements identified in this solicitation. During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, LVUSD shall receive a corresponding decrease in prices on the balance of deliveries.

Additional sites may be added or deleted during the period of performance of this project.



## PRICING FORM PART 1: PRIMARY LEASE, 60 Months

*Costs associated with a sixty (60) month lease of the specified equipment.*

### MACHINE AND PER MACHINE IMPRESSION COSTS

Performance Band	Model Name and Number	Monthly Base Price Per Copier	Cost per Copy Price include various pricing for B/W and color copy, print and scan
Performance Band 1			
Performance Band 2			Black
			Color
Performance Band 3			

Note: If Contractor charges for impressions only, enter \$0 for the machine costs.





**OPTIONAL/ADDITIONAL COSTS PER COPIER**

Enter costs per month, assuming a sixty (60) month term.

Performance Band	PapercutMF License	Papercut Hive License	Wireless (a/b/g/n) Connectivity	Three-Hole Punch Finisher	Extra Tray	Access to Cloud Services (Google Drive, Sharepoint, etc)	Saddle-Stitch Finisher
Performance Band 1	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 2	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 3							

(M) Monthly Lease Price of equipment

**OVERAGES**

- Contractor does not charge overages of any kind.
- Overages apply Under the following circumstances: Impressions at the individual site/copier level

Other (Please Describe):

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**BUY – OUT**

- At the conclusion of any sixty (60) month term, the District may buy-out the equipment for

\$ \_\_\_\_\_



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## PRICING FORM PART 2: LEASE ADJUSTMENTS

*Provide detailed terms and costs for additions, upgrades, downgrades, removal, and/or relocation of copiers during the lease term.*

### GENERAL TERMS

The District may add, eliminate, upgrade, downgrade, and relocate an unlimited amount of machines without penalty (only cost adjustment will be the new pricing for the associated equipment listed above).

The District may add, eliminate, upgrade, downgrade, and relocate machines without penalty, with the following limitations:

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The District cannot add, eliminate, upgrade, downgrade, and relocate machines OR penalties apply when these actions are taken. Please explain:

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**LEASE ADJUSTMENTS, COPIERS ADDED TO THE 60 MONTH TERM**

If different rates apply to copiers added after the initiation of the lease, include those on the document below. If Pricing is the same as that listed in Part 1: Primary Lease, please indicate that by writing "N/A" in the table below. Enter costs per month, assuming a co-terminus end date.

Performance Band	Model Name and Number	Monthly Base Price Per Copier			
		Begin After 12 Mo.	Begin After 24 Mo.	Begin After 36 Mo.	Begin After 48 Mo.
Performance Band 1					
Performance Band 2					
Performance Band 3					



**OPTIONAL/ADDITIONAL COSTS PER COPIER**

Enter Price for optional features (P) and any additional monthly maintenance costs (M).

Performance Band	PapercutMF License	Papercut Hive License	Wireless (a/b/g/n) Connectivity	Three-Hole Punch Finisher	Extra Tray	Access to Cloud Services (Google Drive, Sharepoint, etc)	Saddle-Stitch Finisher
Performance Band 1	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 2	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 3							

(M) Monthly Lease Price of equipment

**OVERAGES**

- Contractor does not charge overages of any kind.
  - Overages apply Under the following circumstances: Impressions at the individual site/copier level
- Other (Please Describe):

**BUY – OUT**

- At the conclusion of any sixty (60) month term, the District may buy-out the equipment for \$ \_\_\_\_\_

**Affirmation**

All costs, including, but not limited to delivery, installation, required equipment, services, parts, labor, maintenance fees, all consumable supplies (including staples and toner, but excluding paper), taxes, surcharges and any other anticipated costs to the District have been included.

\_\_\_\_\_  
Contractor Signature



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## **Appendix D: Forms to be Provided by Selected Contractor**

The following forms are required only of selected Contractor within ten (10) days of notification of Award of Contract.

- Worker's Compensation Certificate
- Drug Free Workplace Certification
- Tobacco Use Policy
- Notice to Contractors Regarding Criminal Records Check
- Tuberculosis Clearance Certification by Contractor
- W-9
- Certificate of Insurance, Insurance Endorsement and all applicable Insurance Waivers
- District Form Agreement



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### CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.
3. For any county, city, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted to the District.



**CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from the Contractor pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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 Las Virgenes Unified School 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 Sections 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: \_\_\_\_\_

\_\_\_\_\_  
Name / Title



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**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 prohibits the use of alcoholic beverages and tobacco products, of any kind and 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





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**CONTRACTOR CERTIFICATION REGARDING  
EXAMINATION FOR TUBERCULOSIS REQUIREMENTS**

***During the school day all workers must check in with the front office  
and follow standard visitor management protocols.***

\_\_\_\_\_ certifies that it has performed one of the following:  
[Name of Contractor/consultant]

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the district determines that the Contractor will not constitute a health hazard to students.

\_\_\_\_\_ Contractor and all of its subcontractors are required to comply with Education Code section 49406, Examination for tuberculosis requirements. By checking this box, Contractor confirms that all of its employees have been cleared for tuberculosis per Education Code section 49406, and that for the duration of the Agreement, only employees who have been cleared for tuberculosis will be permitted to service the Agreement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

**Contractor:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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## W-9

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



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## INSURANCE REQUIREMENTS

### INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Las Virgenes Unified School District within ten (10) calendar days after receipt of notification of award. All insurance provided by the Contractor shall fully comply with the requirements set forth in the General Terms and Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Agreement, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Contractor shall also provide required additional insured endorsement(s) designating all parties required in the General Terms and Conditions. The additional insured endorsement shall be an ISO CG 20 10 (10/01), or an ISO CG 20 37 (10/01), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Title  
Department  
Company  
Street Address  
City, State Zip Code  
Telephone Number  
Email

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in the General Terms and Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in the General Terms and Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Title:  
Department:  
Company:  
Address:  
Telephone:  
Email:



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**FORM AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the County of Los Angeles of the State of California, by and between the Las Virgenes Unified School District, hereinafter called the “District”, and \_\_\_\_\_, hereinafter called the “Contractor”. Contractor acknowledges that this Project is being awarded in accordance with Public Contract Code section 20118.2 et seq. Contractor shall comply with any requirements set forth in the Public Contract Code. Contractor shall cooperate with the District and provide any requested information or documents as requested by the District to comply with the Public Contract Code.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special Services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with installation of leased copiers as requested by the District per the Request For Proposal 01.0-904-2024-003 in strict accordance with the Contract Documents enumerated in Article 8 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the DISTRICT, unless such act or omission actually prevents the CONTRACTOR from fully complying with the Contract Documents and the CONTRACTOR protests, in accordance with the Contract Documents, that the act or omission is preventing the CONTRACTOR from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

The Contractor’s proposal dated \_\_\_\_\_ (“Proposal”) is incorporated herein as to the scope of work only. Any conflicts, discrepancies or ambiguities between this AGREEMENT and referenced Contract Documents versus the Proposal, shall be governed and interpreted in favor of this AGREEMENT and referenced Contract Documents.

ARTICLE 2 - TIME OF COMPLETION AND TERM OF PROJECT: Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the initial installation as requested by the DISTRICT by July 12, 2024. It is expressly understood that time is of the essence.



The term of the contract shall be five (5) years, with the option to extend for an additional five (5) one (1) year terms upon mutual written agreement.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of One hundred Dollars (\$100.00) per calendar day per machine for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), per month for the lease of the copiers, said sum being the total amount stipulated in the proposal. Charges for impressions shall be billed based on the amount in the Contractor's proposal submitted in response to the RFP.

This Agreement may be extended for an additional five (5) one (1) year terms upon mutual written agreement, with a maximum price increase based on the CPI for January of the then current year of the lease agreement.

DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing Services for DISTRICT.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their boards, officers, employees, agents, volunteers and independent contractors ("INDEMNIFIED PARTIES") from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense INDEMNIFIED PARTIES from any legal action including attorneys' fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless INDEMNIFIED PARTIES from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:



(a) Liability for:

(1) death or bodily injury to persons;

(2) damage or injury to, loss (including theft), or loss of use of, any property;

(3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or

(4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its board, officers, agents, employees or volunteers ("DISTRICT INDEMNITIES"), on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its board, officers, agents, employees or volunteers in any action, suit or other proceedings as a result thereof.

#### ARTICLE 6 - CONTRACTORS AND SUBCONTRACTORS INSURANCE:

(a) Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VII status as rated in the most recent edition of Best's Insurance Reports or as amended by the



Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

(b) Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the following insurance:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance (ISO CG 00 01 (10/93) or equivalent) which provides limits of not less than: (i) per occurrence (combined single limit)- \$1,000,000.00; (ii) Project Specific Aggregate (for this project only)- \$2,000,000.00; (iii) Products and Completed Operations (aggregate)- \$1,000,000.00; and (iv) Personal and Advertising Injury Limit- \$1,000,000.00; (v) Abuse and Sexual Molestation coverage of not less than \$1,000,000 per occurrence.

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows unless waived by the District in writing: (i) Mobile Equipment where operated in amounts- \$1,000,000.00; (ii) Sudden & Accidental Pollution Liability Hazardous Materials- \$1,000,000.00; (iii) Abuse and Sexual Molestation Insurance of not less than \$1,000,000 per occurrence.

In addition, provide Following Form Excess or Umbrella Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

(c) The Contractor shall require its Subcontractors to take out and maintain liability insurance and property damage insurance required under this Section in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Section without prior written approval of the District.

(d) The Contractor shall name, on any policy of insurance required under this Section, the District, its board, officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, its boards, officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (10/01), or an ISO CG 20 37 (10/01), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Section must be designated in the policy as primary to any insurance obtained by the District. Contractor's insurance shall provide a waiver of subrogation in favor of the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

Workers' Compensation Insurance:

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the



subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required in the General Terms and Conditions and in compliance with Labor Code section 3700. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease. Contractor's insurance shall provide a waiver of subrogation in favor of the District.

Commercial Auto Liability Insurance: The Contractor (and each Subcontractor, as applicable) shall procure and maintain during the life of this Contract, Commercial Auto Liability Insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence for bodily injury and property damage that may arise out of the use of automobiles owned, leased, hired or borrowed by and on behalf of the Contractor in the performance of the work under this Contract. Insurance Services Office Commercial Auto Liability Coverage Form Number CA 00 01 (06/92), Symbol 1 (any auto) or its equivalent is required. Contractor's insurance shall provide a waiver of subrogation in favor of the District.

Reservation of Rights: The District reserves the right to request additional insurance coverage (types and/or higher insurance limits) depending on the activity and nature of the work performed by or on behalf of the Contractor.

ARTICLE 7- PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Calling for Proposals
- Request for Proposal
- Proposal Submitted
- Agreement
- List of Subcontractors to be provided by Contractor, if applicable
- Contractor's Certificate Regarding Workers' Compensation
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcohol Beverage & Tobacco-Free Policy
- Insurance Requirements & Endorsements
- Contractor's Certification Regarding Background Checks and Tuberculosis Examination
- Non-Collusion Affidavit
- General Terms and Conditions
- W-9
- Any approved addenda

All of the above named Contract Documents are intended to be complementary. Work required by one of





the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
- b. California Code of Regulations, Title 8, Chapter 8, Subchapters 3-6 (Section 16000 et seq.)

ARTICLE 10 - INDEPENDENT CONTRACTOR: CONTRACTOR, in the performance of the Services pursuant to this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

ARTICLE 11 - MATERIALS: CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this AGREEMENT, CONTRACTOR's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

ARTICLE 12 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 13 - WARRANTY/QUALITY: The Contractor, or their assigned agents, shall guarantee the workmanship, product or service performed against defects or failures of materials provided for one (1) year upon the final completion date for the work.

Contractor hereby warrants to District that the Work, and merchandise provided, shall be performed in a professional and workmanlike manner consistent with the highest industry standards and in compliance with applicable California energy, conservation, environmental and educational standards, for a period of one (1) year following completion of the Work, Contractor shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.



Contractor represents and warrants to the District, and District relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The District and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the District pursuant to this Agreement.

Neither the final certificate for payment nor any provision in the Agreement documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defect due thereto and pay for any damage to other work resulting there from which become apparent within one (1) year from the date of substantial completion.

ARTICLE 14 - NOTICES: Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Contractor as follows:

Las Virgenes Unified School District	Contractor:
Dr. Ryan Gleason	Contact:
Assistant Superintendent, Chief Business Officer	Title:
4111 Las Virgenes Road	Street:
Calabasas, CA 91302	City, State Zip:

ARTICLE 15 – TERMINATION:

- a. Termination for Cause: The District may terminate the Contractor and/or this Contract for the following reasons: persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; persistently or repeatedly is absent, without excuse, from the job site; fails to make payment to Subcontractors, suppliers, materialmen, etc.; persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; fails to provide a schedule or fails or refuses to update schedules required under the Contract; falls behind on the Project and refuses or fails to undertake a recovery schedule; if the Contractor has been debarred from performing work; becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; Contractor or any of its subcontractors are not properly registered with DIR at all times; or is otherwise in substantial breach of a provision of the Contract Documents. When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor written notice of five (5) days, terminate the Contractor and/or this Contract.
- b. Payments Withheld: If the District terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Project is complete. All costs



associated with the termination and completion of the Project shall be the responsibility of the Contractor.

- c. **Payments upon Completion:** If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified upon application. This payment obligation shall survive completion of the Contract.
- d. **Termination for Convenience:** District may terminate the Contract upon five (5) days written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to take over completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

**ARTICLE 16. ARBITRATION:** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Los Angeles County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The



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parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

ARTICLE 17: ATTORNEYS FEES: In the event of any action or proceeding to interpret or enforce the terms of this Agreement, each party shall bear its respective attorneys' fees and costs incurred in connection with such actions to proceedings.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

Las Virgenes Unified School District

By:

Date:

Typed or Printed name:

Title:

Contractor

By:

Date:

Typed/Printed Name (Authorized Officers/Agents):

Title:

Corporate Seal



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## GENERAL TERMS AND CONDITIONS

**PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within ninety (90) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all proposals, to accept or reject any one or more items of a proposal, and reserves the right to waive any informality in any quote.

**SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting a quote, Contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Contract Documents.

**SUBCONTRACTORS.** "Subcontractor" shall mean an organization or individual who furnishes labor and/or materials in connection with the work covered by this Contract and who does not have a direct written contract with the District, the project architect or any organization or individual (other than Contractor) who has a direct written contract with the District or project architect. The term "Subcontractor" shall include, without limitation, all engineers hired by Contractor or any other Subcontractor. The term "Subcontractor" shall also include all Subcontractors of any tier. Contractor agrees to bind every Subcontractor by terms of the Contract as far as such terms are applicable to Subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for all acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any Subcontractor. Nothing contained in the Contract Documents shall create any contractual relations between any Subcontractor and the District.

**SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

**CONTRACT CHANGES.** No changes or alterations to this Contract shall be made without specific prior written approval by the District.

**WORKERS.** Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled to perform the work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**SUBSTITUTIONS.** No substitutions of materials from those specified in the Contract Documents shall be made without the prior written approval of the District.

**CONTRACTOR SUPERVISION.** Contractor shall provide full-time competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.



**CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times and shall be maintained in a reasonably clean condition.

Contractor shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Contractor's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

**ACCESS TO WORK.** District representatives shall at all times have access to the work whenever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent such threatened loss or injury.

Any damages to District property or equipment caused by Contractor shall be repaired, replaced or corrected to its original state. The District shall give final approval for any such repairs or replacement. Specifically, any fences removed for the purposes of access or resurfacing will be replaced and re-installed in first class condition. All fencing parts will be replaced, tightened, connected, re-stretched and reassembled in a first class manner.

The Contractor shall be liable for loss by theft, and shall replace or repair, as the case may require, at Contractor's own costs, all stolen property.

**OCCUPANCY.** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this Contract, nor shall such occupancy extend the date specified for substantial completion of the work.

**ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise, any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

**FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**PAYMENT.** Unless otherwise specified, the Contractor shall, on a monthly basis or other frequency as



approved in writing by the District, render invoices for materials delivered or services performed under the Contract. The District shall make payment for materials, supplies or other services furnished under this Contract within 30 days of receipt of invoice. Invoicing and billing shall comply with section P1.7 Billing of the RFP.

**PAYMENTS WITHHELD.** The District may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the District from loss on account of: (1) payments which may be past due and payable for just claims against Contractor or any Subcontractors, or against and about the performance of work on the project under this Contract; (2) the cost of defective work which Contractor has not remedied; (3) liquidated damages assessed against Contractor; (4) penalties for violation of labor laws; (5) the cost of completion of this Contract if there is reasonable doubt that this Contract can be completed for the balance then unpaid to Contractor; (6) site clean-up; (7) amounts necessary to satisfy any and all liens against District; (8) payments to indemnify, defend, or hold harmless the District; or (9) any payments due to the District including, but not limited to, payments for failed tests, utilities or imperfections.

**PERMITS AND LICENSES.** The Contractor and all of its employees, agents, and Subcontractors shall secure and maintain in force, at the Contractor's sole cost and expense, such licenses, registrations, and permits as are required by law, including professional licenses, if necessary, in connection with the furnishing of materials, supplies, or services herein listed.

**CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.**

While engaged in carrying out the terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**LABOR STANDARDS.**

- (a) Wage rates. the Contractor shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, including the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000), unless the Contractor is exempted from said provisions pursuant to California Labor Code § 1171.5. Copies of the prevailing rate of per diem wages are available from the Director of the Department of Industrial Relations.
- (b) Record of wages paid. Contractor and all applicable Subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the project. All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the District with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor in accordance with Labor Code §1776.
- (c) Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

**ASSIGNMENT OF CLAIMS.** In submitting a quote on this public works project, or any Subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or Subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all



causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this public works Contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

**COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this Contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

**NATURE OF AGREEMENT.**

This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**BINDING EFFECT.**

This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

**WAIVER.**

No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

**SEVERABILITY.**

It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

**AUTHORITY.**

Contractor represents and warrants that Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**COUNTERPART EXECUTION: ELECTRONIC DELIVERY.**

This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by





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PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

**GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of California. Any action brought forth shall be in the County of Los Angeles, State of California.

**NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this Contract or any provision of this Contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

**ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All Contract work that is performed for the District by Contractor, Subcontractors, or any workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

**CONFLICT OF INTEREST.** The Contractor, any officer, partner, member, trustee, or employee of the Contractor, or any Subcontractor, agent, or other representative of Contractor agree not to accept any employment or representation or take any action during the entire solicitation and construction of the project which is or may likely make the Contractor or any Subcontractor “financially interested” (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with the project. The Contractor and all Subcontractors agree to comply with any conflict of interest policies or guidelines required by the District.