VENTURA UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL

DISTRICT-WIDE COPIER LEASING, RFP# 1-25

MANDATORY Pre-Proposal Conference: 2:00 PM on May 2, 2024
Ventura Unified School District
255 W. Stanley Ave Ste 100 Ventura, CA 93001

PROPOSALS DUE: 2:00 PM on May 22, 2024

Ventura Unified School District
Purchasing Department
255 W Stanley Ave Ste 100, Ventura, CA 93001

Natalie Gerardi, Purchasing Supervisor
natalie.gerardi@venturausd.org

REQUEST FOR PROPOSALS

Notice is hereby given that the Ventura Unified School District hereinafter referred to as the District, acting by and through its Board of Education, invites proposals for district-wide copy-print-scan devices.

SUMMARY OF REQUEST

The District is inviting proposals from Vendors for **District-Wide Copier Leasing, RFP# 1-25** Scope includes, but is not limited to, purchase, install, user training, and maintenance of the devices. Devices shall be for school sites, District departments, and District print shop.

MANDATORY PRE-PROPOSAL CONFERENCE to be held on **May 2, 2024, at 2:00 pm,** located at Ventura Unified School District Education Service Center**, 255 W Stanley Ave STE 100, Ventura, CA 93001.**

SUBMISSION OF PROPOSALS

Proposal Submission Due Date: 2:00 PM on May 22, 2024

Proposals must be submitted in writing, on forms provided by the District, and received by the District in a SEALED envelope clearly marked "District-Wide Copier Leasing" no later than the Proposal Submission Due Date shown immediately above, addressed as follows:

Purchasing Department
Attn: Natalie Gerardi
Ventura Unified School District
255 W Stanley Ave Ste 100
Ventura, CA 93001

Each submittal must conform and be responsive to the request for proposal documents.

To obtain proposal documents at no charge:

Download from the District's website at:
https://www.venturausd.org/services/business-services/purchasing

The District reserves the right to reject any or all proposals, and to waive inconsequential informalities or irregularities therein. No proposals may be withdrawn for a period of sixty (60) days after the date set for submission of proposals.

For any questions, please email natalie.gerardi@venturausd.org

Publication dates: April 22, 2024 and April 29, 2024

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    a. **List of District's Current Copier Fleet, each with Lifetime Copy Count, Annual Copy Count, and Anticipated Category of Replacement Machines**

    b. **Equipment Minimum Specifications**

    c. **District Service Agreement**

INFORMATION AND GENERAL CONDITIONS

1. PREPARATION OF PROPOSAL DOCUMENTS

Proposal Submission Due Date: 2:00 PM on May 22, 2024

Proposals must be submitted in writing, on forms provided by the District, and received by the Purchasing department no later than the Proposal Submission Due Date shown immediately above. Submission shall include three (3) hard copies and one (1) electronic copy (via thumb drive) in a SEALED parcel clearly marked "**District-Wide Copier Leasing**", addressed as follows:

Purchasing Department
Attn: Natalie Gerardi
Ventura Unified School District
255 W Stanley Ave Ste 100
Ventura, CA 93001

All preparation costs and associated activities related to the preparation of any proposal submittal are the sole responsibility of the Vendor. The District is not liable for any costs incurred throughout the selection process.

2. MANDATORY PRE-PROPOSAL CONFERENCE & JOB WALK

MANDATORY PRE PROPOSAL CONFERENCE required of all respondents to be held at **2:00 PM on May 2, 2024,** located at Ventura Unified School District, **255 W. Stanley Avenue, Ventura, California 93001.**

3. SIGNATURE

The proposal must be signed in the name of the Vendor and must bear the signature of the person authorized to sign proposals on behalf of the Vendor.

4. TENTATIVE SCHEDULE OF EVENTS

The District anticipates that the schedule of events in connection with this Request for Proposals (RFP) will be as set forth below. However, the District reserves the right, in its sole discretion and at any time prior to entering into an agreement, to alter its anticipated schedule as related to this RFP.

- Request for Proposals Publication Dates — April 22 & April 29, 2024
- **MANDATORY Pre-Proposal Conference** — **2:00 PM on May 2, 2024**
- **Questions Deadline** — **4:00 PM on May 8, 2024**
- **Response to Questions Posted on Website** — **4:00 PM on May 15, 2024**
- **Proposal Submissions Deadline** — **2:00 PM on May 22, 2024**
- Evaluation of Proposals / Vendor Presentations — May 22 – May 29, 2024
- Notice of Intent to Award — May 29, 2024
- Approval & Award of Contract by School Board — June 6, 2024

5. EVALUATION PROCESS

The District will evaluate Vendor based upon the information set forth in the response submitted, together with other information available to the District from any other sources.

Proposal must conform and be responsive to the RFP documents.

Evaluation Criteria is set forth in this RFP Document.

If the District selects a Vendor, the District shall have the right to negotiate any and all of the final terms and conditions of any agreement with the Vendor and nothing in this RFP or any Response shall be deemed or construed as a limitation of such right.

6. VENDOR PRE-RESPONSE QUESTIONS AND ADDENDA

Written questions and requests for clarification are to be submitted to Natalie Gerardi, Purchasing Supervisor at the District by emailing natalie.gerardi@venturausd.org (via email only), no later than 4:00 PM on May 8, 2024. No phone call questions will be accepted. All answers to proposal questions will be posted on the District's Purchasing website, located at: www.venturausd.org/services/business-services/purchasing. The District shall not be obligated to answer any questions or clarification requests received after the above-specified deadline or any questions submitted in a manner other than as instructed above. Failure to request interpretation or clarification of any portion of the Proposal Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. The District's responses to written questions, clarification requests, interpretations, and corrections shall be incorporated into a proposal addendum. Addenda to the RFP will only be posted on the District's Purchasing Department website https://www.venturausd.org/services/business-services/purchasing. Vendors are solely responsible for accessing the District's Purchasing Department website to obtain any addenda to the RFP. The District will not distribute addenda to Vendors.

7. AWARD OF CONTRACT

If the contract is awarded, it will be awarded by the District's Board of Education to the vendor whose proposal meets the evaluation standards and will be the most advantageous to the school district with price and all other factors considered, in adherence with Public Contract Code § 20118.2. No guarantee is given that any contract will be awarded.

The contract may be awarded to include any or all of the hardware, software, or service components listed within the RFP. No guarantee is given that any quantity of hardware, software, or service components will be awarded.

The District reserves the right to reject any and all proposals, and waive any irregularities of any proposal.

In the event an award is made to a Vendor, and such Vendor fails or refuses to execute the Contract and provide the required documents within ten (10) calendar days after receiving contract documents, the District may award the Contract to the next highest ranked Vendor or release all Vendors.

8. NEWS RELEASE

News releases pertaining to any award resulting from this Request for Proposals shall not be made without prior written approval of the Assistant Superintendent, Business Services.

9. COMPLETION OF PROPOSALS

Proposals shall be complete in all respects as required by this RFP, and **submitted on the forms included within this Request for Proposals where provided**. A proposal may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of any proposal submitted in response to this RFP.

10. ERRORS IN PROPOSAL

The Vendor shall be bound by the terms and conditions of this RFP, regardless of any errors that may be contained therein. A Vendor who encounters an error or apparent error in this Request for Proposals shall request clarification or correction as set forth above in Section 6 of these Information and General Conditions.

11. PROPOSAL DOCUMENTS

Documents included in this RFP are complementary, such that, scope called for by one shall be binding as if called for by all.

12. COMPLIANCE WITH LAWS

See anticipated contract/agreement.

13. HOLD HARMLESS AND INDEMNIFICATION

See anticipated contract/agreement.

14. SOLE REFERENCE

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of the proposal. The release of this RFP supersedes all other documents related. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to the products/services obtained from any source, either by written or verbal communications.

15. WITHDRAWAL OF PROPOSAL

Vendor may withdraw proposal either personally or by written request to the Purchasing Department at any time prior to the Proposal Submission Due Date. Proposal may not be withdrawn for a period of sixty (60) days after the Proposal Submission Due Date. During this time, Vendors shall guarantee price(s) quoted in proposal for a period of ninety (90) days.

16. EXCEPTIONS/DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this Request for Proposals must be declared in the proposal submitted by the Vendor. Such exceptions or deviations must be segregated as a separate element of the proposal.

17. DETERMINATION OF RESPONSIVENESS

The District will evaluate Vendor's proposal to determine the responsiveness to this RFP and the Scope of Work/Evaluation Criteria included.

18. EVIDENCE OF RESPONSIBILITY

Vendor's proposal will be used to evaluate Vendor's capability to meet the scope of work/evaluation criteria as required pursuant to this RFP. Upon the request of the District, a Vendor whose proposal is under consideration may be required to submit additional information to support previously provided information. The Vendor may also be requested to provide a tour of Vendor's facilities. As further evidence of responsibility, **Vendor shall submit with the response to this RFP, contact information from at least three (3) references, preferably from California school districts for which Vendor has provided similar sized copy-print-scan devices (References form included in this RFP document).**

The District reserves the right to obtain from any and all sources information concerning a Vendor which the District deems pertinent to this RFP and to consider such information in the evaluation of the Vendor's proposal. The District is not limited to its scope of reach. Upon reasonable notice to the Vendor, the District reserves the right to make an on-site inspection of the Vendor's facilities which the District deems pertinent and necessary to evaluate the Vendor's proposal and to consider any information received from such inspection in evaluating the Vendor's proposal.

19. NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposal submissions does not commit the District to award a contract. This RFP is solely a solicitation for Responses. Neither this RFP, nor any Response to this RFP shall be deemed or construed to: (i) create any contractual relationship between District and Vendor; (ii) create any obligation for District to enter into a contract with Vendor or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Response. The District expressly reserves the right to postpone any events within proposal timeline for its own convenience, to accept or reject any or all proposals received in response to this RFP, or to cancel all or part of this RFP.

20. JOINT OFFERS

The District intends to contract with a single firm and not contract with multiple firms doing business as a joint venture.

21. PROPOSED CONTRACT

The Vendor selected for the contract awarded through this Request for Proposals shall be required to enter into a written contract with the District. **The District's contract/agreement presented in this RFP as Exhibit C would be the contract anticipated for execution.** It may be modified to incorporate this RFP

document, pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Vendor's proposal or the outcome of contract negotiations, if any, conducted with the Vendor. Failure by Vendor to take exceptions to any terms and conditions in the contract/agreement presented in this RFP may constitute an acceptance of all terms and conditions as stated.

22. PROTESTS

Following the District's evaluation of the proposal submissions, the District will issue a Notice of Intent to Award the contract, identifying the Vendor to whom the District intends to award the contract, and the date, time, and place of the District's Board of Education meeting at which award of the contract will be considered. Any protest against the award of a contract pursuant to this RFP must be received within three (3) business days following the District's issuance of the Notice of Intent to Award. The District shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to the Purchasing Supervisor at the place specified for submittal of proposals.

23. PROPOSALS AS PUBLIC INFORMATION

All proposals submitted in response to this RFP become the property of the District and may become public information after selection and award of the contract.

24. MISCELLANEOUS

The District reserves the right to: Reject any/all responses; Issue a subsequent RFP; Cancel the RFP; Remedy technical errors in the RFP process; Appoint technical evaluation committees to review RFP responses; Seek assistance from outside technical experts in response evaluations; Award to none, one, or more Vendor; and/or waive informalities or irregularities in the responses.

The District further reserves the right to negotiate contract fees, terms, and conditions and to terminate such negotiations at any time.

25. PROPOSAL SECURITY

None.

26. INSURANCE

See anticipated contract/agreement.

27. TERM

Contract term is five (5) years.

28. AUTHORIZATION TO PROCEED

In the event that a Contract is awarded, Vendor's authorization to proceed shall be evidenced only by a fully executed contract with associated purchase order(s).

29. DISQUALIFICATION OF VENDORS AND PROPOSALS

More than one proposal for the same work from any individual, Vendor, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any Vendor is interested in more than one proposal for the work will be cause for rejecting all proposals in which such Vendor is interested.

30. FAILURE TO FULFILL CONTRACT

In addition to the remedies provided in the anticipated contract/agreement, in the event that Vendor fails to deliver any component(s) of Vendor's proposal, the District may, at its sole discretion, annul and set aside the contract/agreement entered into with Vendor either in whole or in part and enter into a new contract/agreement for the same component(s) in such manner as the District's Board of Education deems to be in the best interest of the District. The District reserves the right to cancel any component(s) of Vendor's proposal which the Vendor may be unable to fulfill because of economic conditions, governmental regulations, or other causes beyond the control of the Vendor, on condition that if requested by the District, satisfactory proof is furnished to the District.

31. PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the Vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or district within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contract Code.

The VENTURA UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code Sections.

Any entity or agency within the State of California, and the awarded Vendor(s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, sections 20118 (K-12) and 20652 (community colleges), shall not be construed as an officer, agent or employee of the Ventura Unified School District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

Piggyback Clause Form included with RFP document

32. TAXES

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

33. REQUIRED DOCUMENTS

In addition to proposal, Vendors must complete, sign and include the following documents with the sealed proposal:

- NON-COLLUSION DECLARATION

- REFERENCES
- PRICING
- "PIGGYBACK" CLAUSE
- CERTIFICATION INCLUDING RECEIPT OF ADDENDA (IF ISSUED)
- ANY OTHER DOCUMENTS THAT MAY BE REQUIRED/DESCRIBED IN THE PROPOSAL FORMAT

Failure to complete, sign, and return documentation, may be cause for rejection of the proposal.
Each proposal must be signed in ink or ballpoint pen by person authorized to do so.

RFP PREPARATION INSTRUCTIONS

THREE (3) hard copies of the RFP response shall be provided along with one electronic version to be supplied on a thumb drive.

RFP response shall be INDEXED by Proposal Evaluation Criteria shown below.

Exceptions, if any, shall be detailed and included under a separate and final index labelled, "EXCEPTIONS".

PROPOSAL EVALUATION CRITERIA

Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District's discretion, may not be evaluated further. Vendors who are not actively engaged in providing services of the nature proposed in this RFP, and/or who cannot clearly demonstrate to the satisfaction of the District their ability to satisfactorily provide the services in accordance with the RFP requirements, will not be considered any further. The remaining proposals will be evaluated using the following criteria.

SECTION	**CRITERIA** (Each to be indexed within RFP response following cover page)	**MAXIMUM POINTS 100**
1	Cover Page and Adherence to Proposal Format	19
2	Vendor Qualifications and Experience	
3	References	
4	Adherence to Hardware/Software Specifications and Ease of Use (User Friendliness)	12
5	Maintenance of Machines	22
6	Provision of Consumable Supplies	
7	Administrative Services: General, Monthly Billing, Reports, Account Review	
8	Hardware/Software Delivery & Installation, Including Removal of Current Fleet	18
9	Training of District Staff	
10	Pricing	24
11	Value Added	5

Following proposal submissions, at District discretion, the top preliminary scoring vendors may be required to provide a maximum one-hour presentation detailing prospective Vendor's response to this Request for Proposal. Presentation will be followed with a question and answer period. Information from Vendor's presentation, as well as question and answer period, will be used to create a final score of Vendor's proposal.

District may require of Vendor a demonstration of some or all of Vendor's proposed machines, on-site at the District Office, in part to help District staff evaluate adherence to Hardware/Software Specifications and Ease of Use (User Friendliness). All costs associated with demonstration shall be at Vendor's expense. District reserves the right to reject proposals as non-responsive when any Vendor fails to provide a requested demonstration within 10 business days of District's request. Demonstrated machines shall be the same make and model, with all features and specifications of the equipment proposed by Vendor. If, after testing the machines, District finds the equipment does not comply with all specifications, the proposal will be deemed as non-responsive and will not be considered for award. Vendor shall assume all risk of loss or damage to sample machines regardless of the cause.

Print shop production machine demonstration, if requested by District, may be either on-site at District Office, or arranged at a facility of Vendor's choice within eighty (80) driving miles of the District Office.

The District reserves the right to conduct negotiations with any number of Vendors who submit proposals determined to have the potential to be selected, as determined by the District, for entering into a contract. The District shall be the sole judge of the qualifications and services to be offered, and its decision shall be final.

PROPOSAL FORMAT

Each section of the RFP proposal format is described below. Within each section are listed the applicable requirements and response minimums. Vendor SHALL ADDRESS REQUIREMENTS within response(s).

1. COVER PAGE AND ADHERENCE TO PROPOSAL FORMAT

1.1. Response to include at minimum:

1.1.1. Vendor legal name, and address

1.1.2. Name, title, phone, and email address of individual submitting proposal

2. VENDOR QUALIFICATIONS AND EXPERIENCE

2.1. Required as part of this RFP:

2.1.1. Vendor shall provide a dedicated, fully trained and factory qualified on-site Customer Account Technician. Responsibilities include, but are not limited to, repair and preventative maintenance, on-site inventory of parts, meter reads, tracking equipment, replenishing and ordering supplies, supporting the process of integrated software solutions, and supporting end-users. Customer Account Technician must have authority to resolve any and all problems that arise in order to keep all machines fully operational and sufficiently supplied.

2.1.2. Vendor shall provide a dedicated LOCAL Account Representative. Account Representative shall schedule and meet with the District team on a quarterly basis. Meeting shall provide a forum to document and address issues and value-added recommendations, and shall include presentation of management reports to include a review of statistics and trend analysis. Account Representative must have authority to resolve any and all problems that arise, to District satisfaction, within the scope of this RFP.

2.2. The above requirements must be addressed in response. Response to include at minimum:

2.2.1. A statement that Vendor acknowledges and agrees to each of the conditions/requirements above associated with this section of the RFP Proposal Format, VENDOR QUALIFICATIONS AND EXPERIENCE.

2.2.2. Provide evidence that the Vendor is an authorized dealer and maintains a qualified staff of technicians that are manufacturer certified. Provide location of nearest repair facility that stocks an inventory of parts.

2.2.3. Describe Vendor's organization, including the following at minimum:

- Size and organizational structure
- Number of years in business
- Number of current employees, including management
- Corporate, regional and local offices
- Manufacturing centers
- Training centers
- Warehousing of parts

2.2.4. Provide information on the experience in similar work performed within the last five years.

2.2.5. Qualification and experience statements for key account associates and management staff to be assigned to the contract, including the Customer Account Technician and Account Representative as described above. Information shall include name, position title, description of responsibility as related to the District contract, and years and type of training and experience in the copy-print-scan industry.

2.2.6. A description of the partnerships the vendor has in place with third-party solutions providers, as related to the scope of this proposal. Include a description of the manner in which technical support for third-party solutions will be provided to the District for the life of the contract.

2.2.7. A statement that all persons providing services are employees of either the Vendor, or of their third-party solutions partners, and that no labor or services will be provided by any other subcontractors.

2.2.8. A detailed description of the Vendor's equipment maintenance and service department. Include the number of technicians currently working in the Southern California area, a description of the geographical area served by each technician, the number of accounts served in each area and by each technician, and the number of units served by each technician.

2.2.9. A description of the training provided or required for each technician, and the average years of experience of the Vendor's technician force.

2.2.10. A statement that explains, in the Vendor's own words, their understanding of the scope of work to be performed and the goals to be met in providing a comprehensive copy-print-scan solution and program to the District.

2.2.11. A statement that the Vendor is able to meet all requirements of this RFP. If not, **exceptions are to be detailed** under separate response index.

3. REFERENCES

3.1. Required as part of this RFP:

3.1.1. Vendor shall submit with the response to this RFP, information from at least three (3) references, preferably from California school districts for which Vendor has provided similar sized copy-print-scan devices (References form included in this RFP document).

4. ADHERENCE TO HARDWARE/SOFTWARE SPECIFICATIONS and EASE OF USE (USER FRIENDLINESS)

4.1. Required as part of this RFP:

4.1.1. The District requires that all machine models offered must be in current production as of the date the proposal is submitted. For purposes of this RFP, “current production” shall mean that the machine model is being manufactured as new equipment. All machines installed under this contract must be new; remanufactured, refurbished or previously owned machines will not be accepted. Parts for all machine models are expected to be available from the manufacturer for seven (7) years from proposal date.

4.1.2. Vendor must submit as a part of their proposal, product brochures, including technical data and specifications, along with warranty for each machine model included in the proposal.

Vendor must also include in the proposal, the electrical requirements for each model proposed, and which models require dedicated electrical lines. The District's standard electrical service is 120 volts with 20 amps.

4.1.3. ALL machines proposed must be under one (1) brand (a single manufacturer/company). A single manufacturer/brand shall provide for lower overall training costs, streamlined integration and deployment efforts for District staff, and greater network security.

4.1.4. District may require of Vendor a demonstration of some or all of Vendor's proposed machines, on-site at the District Office, in part to help District staff evaluate adherence to Hardware/Software Specifications and Ease of Use (User Friendliness). All costs associated with demonstration shall be at Vendor's expense. District reserves the right to reject proposals as non-responsive when any Vendor fails to provide a requested demonstration within 10 business days of District's request. Demonstrated machines shall be the same make and model, with all features and specifications of the equipment proposed by Vendor. If, after testing the machines, District finds the equipment does not comply with all specifications, the proposal will be deemed as non-responsive and will not be considered for award. Vendor shall assume all risk of loss or damage to sample machines regardless of the cause.

Print shop production machine demonstration, if requested by District, may be either on-site at District Office, or arranged at a facility of Vendor's choice within eighty (80) driving miles of the District Office.

4.2. The above requirements must be addressed in response. Response to include at minimum:

4.2.1. A statement that Vendor acknowledges and agrees to each of the conditions/requirements above associated with this section of the RFP Proposal Format, ADHERENCE TO HARDWARE/SOFTWARE SPECIFICATIONS and EASE OF USE

4.2.2. The District's plan is to replace the existing fleet of copiers with the right-size equipment placed in the right locations. The District wishes to designate models that are appropriate for each location in terms of volume and copies-per-minute classification, while at the same time maintaining a level of standardization district-wide. As such, the District is requesting that Vendor propose machine models to satisfy each of categories outlined in the table below. **Minimum machine specifications are outlined in the Equipment Minimum Specifications included in the exhibits of this RFP**. In addition to product brochures, Vendor shall provide their proposed make/model associated with each category of machine on **Pricing Form** included with this RFP.

CATEGORY	MACHINE DESCRIPTION
School Sites and Departments	
1	Black & White, High Monthly Volume
2	Color, Medium Monthly Volume
3	Black & White, Low Monthly Volume
Print Shop	
5	Black & White, Production High Monthly Volume
6	Color, Medium Production Medium Monthly Volume

Include finishing capabilities where requested, for proposed machines that include offset collating, sorting, and stapling.

All machines shall be network-ready and include scan-to-document server and scan-to-email capabilities.

4.2.3. Describe document management capabilities, including options to scan directly to email.

4.2.4. Provide an overview of Vendor's proposed management software solution. Software should minimally include management tool(s) with the following administrative functions: device Identification, device status, administrative reporting, and remote troubleshooting. Include a description of how all machines shall utilize network to update Vendor of need for service or supplies (without staff having to call for these items).

4.2.5. All site and department machines must allow secure printing with codes to enable staff to achieve long distance retrieval of documents.

Describe the process for creating and modifying access code lists. Include how a school site or department designee can make changes, additions, and/or deletions to the codes on all machines from one (1) remote server/networked computer within the District.

Provide a statement of assurance that Vendor will change, add and/or delete access codes to/from all machines within seventy-two (72) hours from District's request.

4.2.6. All site and department machines must have the ability to run software that provides for "Follow Me Printing", as the District may choose to either include this feature with the installation of the new fleet, or install at a later time.

"Follow Me Printing" is described as a feature allowing staff retrieval of documents from any machine on the District's network.

Describe any recommended software, applicable to the proposed machines that will allow for "Follow Me Printing".

4.2.7. All site and department machines must provide the ability to create accounts for departmental and school staff for monitoring and billing purposes.

4.2.8. Describe the energy efficient features of the proposed machines.

4.2.9. A statement describing how Vendor 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.

4.2.10. A statement ensuring that Vendor has a thorough understanding of the District's machine requirements, including electrical needs, and that all proposed machines are new and current production with a minimum of seven (7) years of manufacturer parts availability.

5. MAINTENANCE OF MACHINES

5.1. Required as part of this RFP:

5.1.1. The Customer Account Technician shall provide regular periodic preventative maintenance, repair and user support.

5.1.2. Customer Account Technician shall wear distinctive company clothing and display company/employee identification, including the employee photograph and name. Technician(s) must have received Department of Justice clearance and must check in at the administration office of each site prior performing any work.

5.1.3. Vendor's proposal (click charges) includes full maintenance service and preventative maintenance service for all leased machines and their components/parts, including, but not limited to developer, imaging units, drums, and all labor.

5.1.4. All maintenance and support services shall be scheduled to occur during the District's normal working hours, typically from 7:30 a.m. to 4:30 p.m., Monday through Friday.

5.1.5. Response times to service and support calls shall be as follows:

Initial call back/acknowledgement of request	Within 1 hour
On-site response for Print Shop	Within maximum of 4 business hours from initial call back, with an average of 2 business hours
On-site response for School Sites & Departments	Within maximum of 8 business hours from initial call back, with an average of 4 business hours.

5.1.6. All maintenance shall be performed by fully trained and qualified factory technicians. Copies metered during service calls by the Vendor shall not be charged to the District. Service logs must be made available to the District upon request.

5.1.7. Vendor shall relocate or remove an existing copier as scheduled and negotiated with District. There shall be no cost to relocate a copier during the installation process.

5.1.8. Excessive service calls or continually slow service response times may be deemed default and grounds for contract termination.

5.1.9. Penalty for Non-Performance.

Vendor will supply machines that will regularly and reliably produce, at a minimum, the stated average monthly number of copies outlined in the Equipment Minimum Specifications included in the exhibits of this RFP without excessive malfunctions, breakdowns, or service calls. A high incidence of such problems resulting from mechanical error (unrelated to continued user error) may result in:

(1) Temporary replacement of machines that cannot be repaired within three (3) business days.

(2) Permanent replacement of all individual machines which after repair, continue to require service for reoccurring mechanical error (unrelated to continued user error).

(3) The determination that the Vendor is in default and resulting in termination of the contract.

If as a result of mechanical error, equipment is inoperable for more than three (3) business days, District may deduct from Vendor'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~~ may be assessed in the interest of assuring that the District has working equipment at all times. If equipment has been temporarily or permanently replaced with functioning equipment within the number of days outlined in the contract resulting from this RFP, no penalties shall be assessed.

5.2. The above requirements must be addressed in response. Response to include at minimum:

5.2.1. A statement that Vendor acknowledges and agrees to each of the conditions/requirements above associated with this section of the RFP Proposal Format, MAINTENANCE OF MACHINES.

5.2.2. Provide a copy of Vendor's standard Maintenance Agreement (MA) and any additional items necessary to illustrate Vendor's ability to provide the required services. The MA and supporting documentation must minimally include: the Vendor's staffed service hours, Service Level Agreement (SLA), and **detailed description of Guaranteed Uptime**.

5.2.3. Provide a detailed description of the responsibilities and services provided by the dedicated Customer Account Technician, **including the number of on-site hours per week dedicated to the District**.

5.2.4. Describe how Vendor determines the daily/weekly amount of hours Customer Account Technician shall devote exclusively to the District, and how that determination may change over the life of the contract.

5.2.5. 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 can view service request history by site, by machine, and by model of machine.

5.2.6. Describe how incoming service requests are classified and prioritized. Describe the process for accessing support for high-priority requests after hours. Minimum response time expectations are detailed above.

5.2.7. Describe issue escalation procedures. List any automated triggers to escalate open issues or emergency support calls. Identify procedure for District to escalate issues through key contacts.

5.2.8. Describe how Vendor will provide a loaner machine to the District at no cost when a machine cannot be repaired within three business days after satisfactory service response.

5.2.9. Describe the process for replacing a copier that, through the District's determination,

- Due to mechanical error, has experienced excessive outages or service interruptions, required frequent repairs or intervention from District staff (e.g., frequent paper jams), such that guaranteed uptime has not been met on a monthly basis for two months during a three month period.
- Is perceived as slow or having maintenance issues that may be attributable to the machine being undersized.

5.2.10. The statement below reflects the District's preference in terms of receiving a loaner machine in the event that a machine cannot be repaired within three (3) business days. Provide a statement of assurance that Vendor will adhere to the District's preference below, or provide a detailed description of Vendor's loaner policy.

"In cases where any device cannot be repaired immediately, the District may request Vendor to provide a loaner machine at no additional cost and of equal or greater capability. The District's preference is to receive a machine within one business day if a device cannot be repaired within three business days."

5.2.11. The statement below reflects the District's preference in terms of receiving a replacement machine in the event that a machine has consistent mechanical errors (unrelated to continued user error). Provide a statement of assurance that Vendor will adhere to the District's preference below, or provide a detailed description of Vendor's replacement machine policy.

"Vendor will replace a copier that, due to a consistent mechanical error (unrelated to continued user error), is out of continued service on either three (3) or more separate occasions during a thirty (30) day period, OR on four (4) or more separate occasions during a sixty (60) day period with a temporary loaner machine of the same or better make and model at no cost to District. The replacement machine shall be installed and operational within three (3) business days following the District's confirmation with Vendor that the above conditions have been met. Provision of loaner is to allow Vendor ample time to repair original machine and eliminate reoccurring consistent mechanical problem. If machine cannot be repaired within ninety (90) days, a permanent replacement machine shall be provided. If after repair, similar mechanical errors persist on either two (2) or more separate occasions during a sixty (60) day period, machine shall be permanently replaced with a new copier equal or better than the original at no cost to the District."

The make and model of the replacement machine shall be subject to the approval of the District's Purchasing Director.

For clarification, a copier shall be considered out of continued service, even if a required part has been ordered.

Replacement shall not be required if machine is performing **at minimum** to the associated minimum specifications, detailed in the RFP.

Equipment information concerning both old and new machines shall be forwarded to the District's Purchasing Director within three (3) working days of the exchange.

5.2.12. Describe Vendor's tools and processes for proactively monitoring, maintaining and responding to issues with the fleet. Identify what information shall be visible to or provided to District personnel. Provide information on defined triggers/thresholds for copier replacement or removal from service for extensive repair.

5.2.13. A statement declaring that, if during the contract period, a model supplied becomes unavailable from the manufacturer due to a model change, Vendor shall furnish a model equal to or better than the original model procured, and apply all terms of this RFP to the new model.

6. PROVISION OF CONSUMABLE SUPPLIES

6.1. Required as part of this RFP:

6.1.1. All consumable parts and supplies, including but not limited to toner, developer, imaging units, and drums shall be included in the proposal pricing. Paper and staples are the only consumables EXCLUDED from the RFP.

6.1.2. Vendor shall maintain a full stock of toner at each location covered by the contract, in a quantity sufficient to provide a spare bottle of toner per machine at all times.

6.1.3. Vendor shall maintain sufficient stock of all consumable items that are a part of this contract in order to guarantee prompt delivery of items to District sites.

6.1.4. Special paper requirements will neither be considered nor allowed. The District purchases 20 lb. photocopy paper, including recycled paper, on bid from a variety of sources. All copiers provided in the contract must be capable of using these paper products on a daily basis, without experiencing mechanical difficulties. The District will caution its employees, whenever necessary, against the use of paper products that are considered harmful to the equipment. Only staples recommended and endorsed by the service provider will be used in the machines.

6.2. The above requirements must be addressed in response. Response to include at minimum:

6.2.1. A statement that Vendor acknowledges and agrees to each of the conditions/requirements above associated with this section of the RFP Proposal Format, PROVISION OF CONSUMABLE SUPPLIES.

7. ADMINISTRATIVE SERVICES

7.1. Required as part of this RFP:

7.1.1. Vendor Account Representative shall schedule and meet with the District team on a quarterly basis. Meeting shall provide a forum to document and address issues and value-added recommendations, and shall include presentation of management reports to include a review of statistics and trend analysis. Account Representative must have authority to resolve any and all problems that arise, to District satisfaction, within the scope of this RFP.

7.1.2. Vendor shall maintain an inventory record that identifies all equipment delivered under this contract. The inventory record shall be provided to the District upon request, and shall include at minimum:

- Unique Machine ID#, make and model, location and serial number of all installed equipment
- Record of maintenance and repair
- Monthly volume of copies produced, by machine

7.1.3. District requires the ability to add on services/equipment during the life of the contract via addendums to the original agreement. Price increases after the initial one (1) year term may be negotiated subject to existing local market conditions, and as determined by the Consumer Price Index (CPI) for Los Angeles-Long Beach-Anaheim. In the event of a general price decrease, the District reserves the right to revoke the award unless the decrease is passed on to the District.

7.1.4. Machines shall be polled electronically at the end of each month in order to provide monthly copy counts necessary for invoicing of click charges.

7.1.5. In the event of site closure, program reduction or declining enrollment at a specific school, District may elect to either relocate to another site or reduce the number of 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). Payment shall be made up to the end of the current month of the cancellation.

7.2. The above requirements must be addressed in response. Response to include at minimum:

7.2.1. A statement that Vendor acknowledges and agrees to each of the conditions/requirements above associated with this section of the RFP Proposal Format, ADMINISTRATIVE SERVICES.

7.2.2. Describe what account management software will be made available to the District at no charge, such as FM Audit. Software must be able to provide the following, at minimum:

(Based upon user selected date range)

- Machine ID#
- Manufacturer
- Model Number
- First Meter Date
- Total Pages at First Meter Date (black & white / color)
- Last Meter Date
- Total Pages at Last Meter Date (black & white / color)
- Location

7.2.3. Provide a sample lease invoice

7.2.4. Provide a sample monthly billing of click charges showing both summary and detail. Include a description of sorting options.

8. HARDWARE/SOFTWARE DELIVERY & INSTALLATION

8.1. Required as part of this RFP:

8.1.1. Removal and sale of the District's current fleet is a component of the RFP. Vendor is expected to include the anticipated proceeds from the sale of the District's current fleet into the pricing of new machines based upon the District ANTICIPATED new fleet.

8.1.2. All data on current fleet must be erased from each copier upon leaving any District facility. All data erasures must meet NSA data overwrite standard or equivalent.

8.1.3. Upon award of the contract, Vendor shall schedule implementation meetings with the District, such that the District may expect full deployment, implementation and operational capability of all equipment and integrated software solutions by July 21, 2024.

8.1.4. The proposal pricing shall include all costs for transportation (FOB destination), delivery, installation, testing to verify that machines are ready for staff use, moving and removal of old equipment, including equipment, and personnel necessary for rigging for any machine installation under this agreement.

8.1.5. Delivery and installation of all equipment, software and services shall be coordinated through the Purchasing Department.

8.1.6. All machines shall be delivered with two (2) standard units of toner for initial set-up and operation of the machine.

8.1.7. The tentative delivery window for all machines for the Print Shop is June 13, 2024 through June 24, 2024. Training to begin upon full implementation.

8.1.8. The tentative delivery window for all school site and departments machines is:
June 13, 2024 through July 21, 2024. School site staff training to begin upon return of administrative staff, tentatively scheduled for July 24, 2024.

8.1.9. Vendor shall schedule with the District's Purchasing Director and conduct a site survey of each location to identify additional/modified data and electrical needs at least fourteen (14) days in advance of the planned installation date. District will ensure that the required power and data is available. Electrical requirements are to be no greater than one-hundred twenty (120) volts with twenty (20) Amps on all machine types specified.

8.1.10. The new copiers shall be installed and tested within one (1) business day of removal of the current copiers. Sites shall have at minimum one (1) working copier at all times during the removal and install period.

8.1.11. Equipment included must be delivered, installed, tested, and ready for staff use no later than **July 21, 2024**. Other than being caused by Force Majeure (a situation outside Vendor's control), delay of installation beyond **July 21, 2024**, Vendor may be subject to liquidated damages in the amount of five hundred dollars ($500.00) per business day to reimburse District for the actual damages the District will sustain. If delay is caused or continued by the Vendor, liquidated damages will apply.

8.1.12. Vendor shall provide District's Purchasing Director with a signed delivery receipt showing the model, serial number, site location, and date of delivery within three (3) working days of delivery and installation.

8.1.13. Vendor's delivery and maintenance employees shall wear distinctive company clothing and display company/employee identification, including the employee photograph and name. All employees who will be on site must have received Department of Justice clearance. All Vendor employees must check in at the administration office of each site prior to performing any work.

8.2. The above requirements must be addressed in response. Response to include at minimum:

8.2.1. A statement that Vendor acknowledges and agrees to each of the conditions/requirements above associated with this section of the RFP Proposal Format, HARDWARE/SOFTWARE DELIVERY & INSTALLATION.

8.2.2. Provide an implementation plan that addresses the following. Assume no work may be performed prior to the Board Approval Date.

- List the **responsible parties and target dates** for all key activities required for successful implementation of the copy machines, including both hardware and software.
  Key activities shall include such items as validation of fleet equipment recommendations; processing of all necessary contract and order documents; implementation meetings with the various integrated software partners; scheduling of all deliveries and removal of current fleet; scheduling of technology integration and setup activities; development of communication and training plans for all employees; identification of key contacts at each site; and finalizing the billing, reporting, and account management meeting schedules.

- Define and explain expectations of District staff, including any requirements related to ordering processes, room readiness, testing and installation.

- Describe Vendor's expectations for the physical condition of the installation areas. In other words, what does Vendor define as a "room-ready" or acceptable space for the installation of equipment necessary to deliver the services?

9. TRAINING OF DISTRICT STAFF

9.1. Required as part of this RFP:

9.1.1. The copy-print-scan services and solution being requested in this RFP involve a significant investment. Comprehensive training of District staff is necessary to ensure proper use, reduce repair needs, and allow the District to receive the maximum benefit. Training and support shall be ongoing and as needed for the life of the contract.

9.1.2. Awarded vendor is expected to provide initial on-site training for all potential users, as well as ongoing and refresher training for new and existing staff, as needed for the life of the contract.

Initial on-site training for school sites shall be provided for administrative staff, with additional training(s) for remaining site staff as scheduled with site administrative staff.

Limitations on the amount of time, staffing, and resources allotted to training will not be considered.

9.1.3. The Vendor is expected to have sufficient account management and technical manpower to effectively support the District's integrated copy-print-scan solution. Technical support for all components (hardware, servers, connection issues, production/make-ready software, etc.) shall be included for the life of the contract at no additional cost.

9.2. The above requirements must be addressed in response. Response to include at minimum:

9.2.1. A statement that Vendor acknowledges and agrees to each of the conditions/requirements above associated with this section of the RFP Proposal Format, TRAINING OF DISTRICT STAFF.

9.2.2. Provide a plan for training of District staff at each site. Include at a minimum:

- A list of the District sites and tentative date/time each site is schedule for initial training
- Samples of any reference materials to be provided to staff
- A list of machine features to be demonstrated for each machine type
- A list of user maintenance to be demonstrated, such as loading paper and clearing simple jams
- When to ask for help, and how to initiate a service call
- Anticipated length of training sessions

10. PRICING

10.1. Required as part of this RFP:

10.1.1. Removal and sale of the District's current fleet is a component of the RFP. Vendor is expected to include the anticipated proceeds from the sale of the District's current fleet into the pricing of new machines based upon the District ANTICIPATED new fleet.

10.1.2. The proposal pricing shall include all costs for transportation (FOB destination), delivery, installation, testing to verify that machines are ready for staff use, moving and removal of old equipment, including equipment, and personnel necessary for rigging for any machine installation under this agreement.

10.1.3. During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, District 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 District exceed the prices under which the RFP was awarded. District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in Ventura County or other California Counties for the materials/equipment listed on the RFP.

10.1.4. Billing for each digital copier will only begin after the machine is tested and accepted by the District.

10.1.5. Should a new, replacement model of copier become available during the contract term, District and Vendor may agree to substitute the new model for all additional and replaced copiers in that Category for the remainder of the agreement.

10.1.6. Pricing points shall be allocated with the lowest total investment over the five (5) year term of the agreement receiving the most points.

Total investment shall include:

10.1.6.1.1. Fixed monthly lease pricing on a per machine category basis multiplied by the quantity of machines included in the District's ANTICIPATED fleet, extended over the five-year lease period. Monthly lease price shall be inclusive of all acquisition costs including, but not limited to, machine, software, tax, freight (FOB Destination), installation, and training.

The District reserves the right to consider Finisher options as an additive within each category of copier.

10.1.6.1.2. Cost per copy (click charges) on a per machine category basis, multiplied by the ANTICIPATED clicks over the five-year lease period. Click charge shall be applicable to all paper sizes.

10.1.6.1.3. At the District's sole discretion, Vendor solutions allowing for staff retrieval of documents from any machine on the District's network may be included in the pricing evaluation. Vendor solutions that do not already include this feature shall propose the total cost for this feature over the five (5) year agreement term separately on the Pricing Form.

10.1.7. Vendor must complete the Pricing Form included in the RFP document. The scope of this project includes the entire content of the RFP including, but not limited to, delivery, installation and maintenance of digital copiers to all of the District's sites. All costs, including anticipated delivery, installation, preventative maintenance, parts, labor, taxes, including taxes, surcharges, and all supplies including toner, but not to include copy paper and staples, must be accounted for. Any cost passed on to District must be included in the pricing within Vendor's Proposal.

11. VALUE ADDED

11.1. Describe any additional benefits/features/services offered by Vendor, which may add value to the District's investment in new copy-print-scan equipment and services.

12. EXCEPTIONS

12.1. 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 Ventura Unified School District 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.

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA, COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I
(Typed or Printed Name)
am the _____ of _____, the party
(Title) (Vendor/Supplier)
submitting the foregoing Proposal (the "Vendor/Supplier"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Vendor/Supplier is genuine and not collusive or sham.

3. The Vendor/Supplier has not directly or indirectly induced or solicited any other proposal respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Vendor, Supplier, or anyone else to put in sham proposal, or to refrain from responding.

4. The Vendor/Supplier has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the prices, or that of any other Vendor or Supplier, or to fix any overhead, profit or cost element of the prices or that of any other Vendor, Supplier, 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 Proposal and related documents are true.

6. The Vendor/Supplier has not, directly or indirectly, submitted the prices 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, Vendor, or Supplier, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this _____ day of _____, 20___, at _____.
(City 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)

_____ _____
Name Printed or Typed

Phone Number ( ) _____

REFERENCES

Vendor/Supplier shall submit with this Request for Proposal, three (3) references, **preferably from California school districts or other government agencies** for which Vendor has provided similar sized technology products and services.

Reference #1	
Purchasing Entity's Name:	
Purchasing Entity's Address:	
Contact Name and Phone:	
Contact Email:	
Date of Install:	Number of Total Machines:
Number of Separate Locations:	Average Hourly Response Time:
Description of Fleet – Quantity of Each Make/Model	

Reference #2	
Purchasing Entity's Name:	
Purchasing Entity's Address:	
Contact Name and Phone:	
Contact Email:	
Date of Install:	Number of Total Machines:
Number of Separate Locations:	Average Hourly Response Time:
Description of Fleet – Quantity of Each Make/Model	

Reference #3	
Purchasing Entity's Name:	
Purchasing Entity's Address:	
Contact Name and Phone:	
Contact Email:	
Date of Install:	Number of Total Machines:
Number of Separate Locations:	Average Hourly Response Time:
Description of Fleet – Quantity of Each Make/Model	

PRICING

Quantities of machines and associated number of copies below are ESTIMATED/ANTICIPATED. **No guarantee of the actual number of copies to be made is given. The Estimated/Anticipated Number of Initial Leased machines is provided for reference/evaluation purposes only. The District makes no warranties that it will lease or purchase the number of machines listed within this RFP. The District requires the ability to add on services/equipment during the life of the contract via addendums to the original agreement.**

All Monthly Lease Pricing proposed shall reflect a five (5) year amortization resulting in a one dollar ($1.00) buyout.

Removal and sale of the District's current fleet is a component of the RFP. Vendor is expected to include the anticipated proceeds from the sale of the District's current fleet into the pricing of new machines based upon the District ANTICIPATED new fleet.

CATEGORY 1 - Black & White, High Monthly Volume	
Proposed **MAKE/MODEL**	
COPY MACHINE - exclusive of finisher - based upon a quantity of **55** machines.	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
Optional FINISHER – Offset Collating, Sorting, and Stapling	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
COST PER COPY (click charge) for black & white copies, applicable to all paper sizes, based upon an **anticipated number of clicks over five (5) years of 47,111,086.**	

CATEGORY 2 – Color, Medium Monthly Volume	
Proposed **MAKE/MODEL**	
COPY MACHINE - exclusive of finisher - based upon a quantity of **50** machines.	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
Optional FINISHER – Offset Collating, Sorting, and Stapling	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
COST PER COPY (click charge) for black & white copies, applicable to all paper sizes, based upon an **anticipated number of clicks over five (5) years of 19,578,537**.	

CATEGORY 3 - Black & White, Low Monthly Volume	
Proposed **MAKE/MODEL**	
COPY MACHINE - exclusive of finisher - based upon a quantity of **10** machines.	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
Optional FINISHER – Offset Collating and Sorting	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
Optional FINISHER – Offset Collating, Sorting, and Stapling	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
COST PER COPY (click charge) for black & white copies, applicable to all paper sizes, based upon an **anticipated number of clicks over five (5) years of 7,163,779.**	

CATEGORY 4 - Black & White, Production High Monthly Volume	
Proposed **MAKE/MODEL**	
COPY MACHINE - - based upon a quantity of **2** machines.	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
ALL FINISHERS as needed to fulfill Equipment Minimum Specification	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
COST PER COPY (click charge) for **black & white** copies, applicable to all paper sizes, based upon an **anticipated number of clicks over five (5) years of 17,642,090.**	

CATEGORY 5 – Color, Medium Production Medium Monthly Volume	
Proposed **MAKE/MODEL**	
COPY MACHINE – exclusive of finisher based upon a quantity of **1** machine.	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
ALL FINISHERS as needed to fulfill Equipment Minimum Specification	
PURCHASE PRICE inclusive of all acquisition costs.	**MONTHLY LEASE PRICE** inclusive of all acquisition and financing costs.
COST PER COPY (click charge) for **black & white** copies, applicable to all paper sizes, based upon an **anticipated number of clicks over five (5) years of 231,535**.	
COST PER COPY (click charge) for **color** copies, applicable to all paper sizes, based upon an **anticipated number of clicks over five (5) years of 548,369.**	

BY SIGNING BELOW:

Vendor acknowledges and agrees to each of the conditions/requirements detailed in the PRICING section of the RFP Proposal Format.

Vendor acknowledges:
1. Each proposed copier model meets or exceeds the associated minimum specifications provided in the RFP document.
2. All Monthly Lease Pricing proposed reflects a five (5) year amortization resulting in a one dollar ($1.00) buyout.
3. Vendor must provide product brochures, including technical data and specifications, along with warranty for each machine model proposed. Clearly identify electrical requirements.
4. Removal and sale of the District's current fleet is a component of the RFP. Vendor is expected to include the anticipated proceeds from the sale of the District's current fleet into the pricing of new machines based upon the District ANTICIPATED new fleet.

Vendor confirms that proposed copiers can perform consistently and reliably at minimum, producing the Average Monthly Print Volume for the life of the contract.

Vendor confirms that if "Follow Me Printing" feature is not automatically included with the purchase of the proposed copiers, and therefore not included in the pricing above, Vendor will provide the total cost of this feature over the five (5) year agreement term separately on the Pricing Form.

Vendor confirm that all costs, including, but not limited to delivery, installation, required equipment, services, parts, labor, maintenance fees, supplies including toner (but excluding paper and staples), taxes, surcharges and any other anticipated costs to the District have been included on the completed Pricing Form. **Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.**

_____

SIGNATURE OF VENDOR

FOLLOW ME PRINTING (OPTIONAL)

<table>
<tr><td colspan="2">TOTAL COST over the five (5) year agreement term for the "Follow Me Printing" solution described is the RFP Proposal Format section, ADHERENCE TO HARDWARE/SOFTWARE SPECIFICATIONS and EASE OF USE. Based upon a total quantity of 113 machines.</td></tr>
<tr><td colspan="2">PER COPY MACHINE PRICING of "Follow Me Printing" solution proposed above</td></tr>
<tr><td>PURCHASE PRICE inclusive of all acquisition costs.</td><td>MONTHLY LEASE PRICE inclusive of all acquisition and financing costs.</td></tr>
</table>

"PIGGYBACK" CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the Vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contract Code.

The VENTURA UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code Sections.

Any entity or agency within the State of California, and the awarded Vendor(s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the Ventura Unified School District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

Acceptance or rejection of this clause will not affect the outcome of this proposal. Please initial your preference below.

Piggyback option granted: _____

Piggyback option not granted: _____

CERTIFICATION - REQUEST FOR PROPOSAL

I certify that I have read the **Request for Proposal for District-wide Copy-Print-Scan Devices, inclusive of ALL PAGES,** for the **Ventura Unified School District**, including without limitation, the Scope of Work, RFP Preparation Instructions, Proposal Evaluation Criteria, and that the Proposal submitted herewith is complete, accurate and fully complies with the requirements and specifications of the Request for Proposals. I further certify that I am authorized to commit the firm to the proposal submitted.

Proposal INCLUDES THE FOLLOWING ADDENDA (by addendum number): ____, ____, ____, ____,

_____ *Signature*	_____ *Date*
_____ *Typed or Printed Name*	_____ *Telephone*
_____ *Title*	_____ *Fax*
_____ *Company*	_____ *Federal Tax I.D. Number*
_____ *Address*	If you are responding to the proposal as a corporation, please provide your corporate seal here:
_____ *Address*	
_____ *Email Address*	

INSTRUCTIONS AND PROPOSAL CHECKLIST

INSTRUCTIONS

Read the entire Request for Proposals.

Complete the forms detailed in the Proposal Checklist below.

Note: The contract/agreement presented in this RFP does not need to be completed as part of the proposal. It has been provided as referenced under Information and General Conditions, Section 21.

Return your proposal and required forms, as detailed in the checklist below, by the Proposal Submission Due Date.

PROPOSAL CHECKLIST

___ Proposal -Three (3) hard copies and One (1) electronic copy

___ Product Brochures

___ Non Collusion Declaration

___ References

___ Pricing Form SIGNED

___ Piggyback Clause

___ Certification INCLUDING receipt of addenda (if issued)

EXHIBITS

A. List of District's Current Copier Fleet, each with Lifetime Copy Count, Annual Copy Count, and Anticipated Category of Replacement Machines

B. Equipment Minimum Specifications

C. District Service Agreement

Exhibit A

School	Copier Type 1 Qty	Copier Type 2 Qty	Copier Type 3 Qty
Anacapa Middle School	2	1	0
ATLAS Elementary	2	1	0
ATLAS EIC	1	0	0
Balboa Middle School	2	1	0
Lemon Grove	1	1	0
Buena High School	3	1	0
Cabrillo Middle School	2	1	0
Citrus Glen Elementary School	1	1	0
De Anza Academy of Technology & the Arts	1	1	0
E.P. Foster Elementary School	2	1	0
El Camino High School	1	2	0
Elmhurst Elementary School	2	1	0
Foothill Technology High School	2	1	0
Homestead School	1	0	0
Juanamaria Elementary School	1	1	0
Junipero Serra Elementary School	1	1	0
Lincoln Elementary School	1	1	0
Loma Vista Elementary School	1	1	0
Montalvo Elementary School	1	1	0
Mound Elementary School	2	1	0
Pacific High School	1	1	0
Pacific High School -EIC	1	2	0
Pierpont Elementary School	1	1	0
Poinsettia Elementary School	1	1	0
Portola Elementary School	1	1	0
Sheridan Way Elementary School	1	1	0
Sheridan Way Elementary School - EIC	0	1	0
Sunset School	1	1	0
Ventura Adult and Continuing Education - VACE	5	5	0
Ventura High School	8	2	0
Ventura Unified School District-DO	3	12	0
Ventura Unified School District - Facilities	1	1	0
Ventura Unified School District - Warehouse	1	0	0
Will Rogers Elementary School	1	1	0
ATLAS Jumpstart	0	0	1
EP Foster Jumpstart	0	0	1
Montalvo Jumpstart	0	0	1
Pacific Jumpstart	0	0	1
Portola Jumpstart	0	0	1
Sheridan Way Jumpstart	0	0	1
Will Rogers Jumpstart	0	0	1

Exhibit B - EQUIPMENT MINIMUM SPECIFICATIONS

The District MAY consider modifications to the specifications detailed below. Request for modification should be submitted as a Pre-Response Question prior to the question deadline.

SCHOOL SITES AND DEPARTMENTS
GENERAL REQUIREMENTS
Reduction and enlargement capabilities
Network Printing
Accepts print files such as PDFs, Multipage TIFFs, Adobe Post Script, PS and PCL Compatible
Full color scan to email, FTP, SMB and user boxes. Must be able to scan to PDF format. Scan resolution maximum of 600 x 600 dpi. Must be capable of duplex scanning.
100 BASE-TX Ethernet (RJ-45) network interface port with support of TCP/IP IPv4 and IPv6
User code access control (not applicable to production machines)
Print Resolution 1200 x 1200 dpi
Auto Duplexing
Drawer Options
CATEGORY 1 - Black & White, High Monthly Volume
General Requirements noted above
Minimum 85 pages per minute
AVERAGE MONTHLY print volume OVER FIVE (5) YEARS is 50,000 copies (clicks)
Minimum of 4 trays, including bypass feeder, with large capacity paper source for 8 ½" x 11" paper
Must accommodate up to 11" x 17" originals and copies
Automatic document feeder with minimum capacity of 100 sheets.
Optional Finishing capability of at least 3,000 sheets with offset collating, sorting, and multi-position stapling.
CATEGORY 2 - Color, Medium Monthly Volume
General Requirements noted above
Minimum 60 pages per minute
AVERAGE MONTHLY print volume OVER FIVE (5) YEARS is 25,000 copies (clicks)
Minimum of 4 trays, including bypass feeder, with large capacity paper source for 8 ½" x 11" paper
Must accommodate up to 11" x 17" originals and copies
Automatic document feeder with minimum capacity of 100 sheets.
Optional Finishing capability of at least 2,000 sheets with offset collating, sorting, and multi-position stapling.
CATEGORY 3 - Black & White, Low Monthly Volume
General Requirements noted above
Minimum 35 pages per minute
AVERAGE MONTHLY print volume OVER FIVE (5) YEARS is 10,000 copies (clicks)
Minimum of 3 trays

Must accommodate up to 8.5” x 14” originals and copies
Automatic document feeder with minimum capacity of 50 sheets.
Optional Finishing capability of at least 1,000 sheets with offset collating, and sorting.
Optional Finishing capability of at least 1,000 sheets with offset collating, sorting, and multi-position stapling.
PRINT SHOP
CATEGORY 4 - Black & White, Production High Monthly Volume
General Requirements noted above
Minimum 120 pages per minute
AVERAGE MONTHLY print volume OVER FIVE (5) YEARS is 300,000 copies (clicks)
Minimum of 7 trays, including bypass feeder, preferably one Large capacity paper source for 8 ½” x 11” paper; 4500 or greater sheet stacker
Must accommodate up to 12” x 18” originals and copies
Automatic document feeder with minimum capacity of 100 sheets.
Finishing with offset collating, sorting, multi-position stapling, 2/3 hole punching, saddle stitch, booklet making, and multi-option folding … capability of at least 3,000 sheets
Glossy, velum printing options

CATEGORY 5 - Color, Medium Production Medium Monthly Volume
General Requirements noted above
Minimum 90 pages per minute
AVERAGE MONTHLY print volume OVER FIVE (5) YEARS is 40,000 copies (clicks)
Minimum of 3 trays, including bypass feeder, with large capacity paper source for 8 ½” x 11” paper
Must accommodate up to 12” x 18” originals and copies
Automatic document feeder with minimum capacity of 100 sheets.
Finishing with offset collating, sorting, multi-position stapling, 3 hole punching, saddle stitch finisher, booklet making, custom size brochures, multiple folding options, stand alone folding, post inserter … capability of at least 4,000 sheets
Vacuum feed capacity of at least 4,500, vellum, envelopes, high resolution output up to 12” x 18”

Exhibit C – DISTRICT SERVICE AGREEMENT

VENTURA UNIFIED SCHOOL DISTRICT
SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____ , 20_____ by and between Ventura Unified School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider	Telephone Number
Street Address	Fax Number
City, State, Zip Code	E-mail Address
Tax Identification or Social Security Number	License Number *(if applicable)*

A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS**. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

2. **NATURE OF RELATIONSHIP**. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

   a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.

   b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES**. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").
   Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE**. The term of this Agreement shall commence on _____ , 20____ , and terminate on _____ , 20___ . All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

   [Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES**. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

   Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

   All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

   The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS**. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT**. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

   The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE**. 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, and may be given by:

a. Personal delivery;

b. Overnight commercial courier;

c. Certified or registered prepaid U.S. mail, return receipt requested; or

d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

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 (3rd) 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 Provider as follows:

Ventura Unified School District	
District	Provider
Ahsan Mirza	
Attn	Attn
255 W Stanley Ave STE 100	
Street	Street
Ventura, CA, 93001	
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY**. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider 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.

11. **ADDITIONAL WORK**. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.

b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS**. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider'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.

Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Provider shall ensure that workers in school settings who are on-site supporting school functions are fully vaccinated in accordance compliant with the State Public Health Officer Order of August 11, 2021, regarding proof of COVID-19 vaccination.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS),genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION**. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE**. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. ■ Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	$ 1,000,000.00	$ 2,000,000.00
High risk events or activities	$ 2,000,000.00	$ 4,000,000.00
Severe risk events or activities	$ 5,000,000.00	$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles:	$ 500,000.00 combined single limit or $100,000.00 per person / $300,000.00 per accident
Commercial vehicles:	$1,000,000.00 combined single limit
Student Transportation	$5,000,000.00 combined single limit
Buses and vehicles with capacity of more than 15	$25,000,000 combined single limit

c. Workers' Compensation Insurance.

■ Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

d. Builder's Risk. District shall procure and maintain, during the term of this Contract, Builders' Risk coverage. *Only applicable to contracts involving construction services.*

e. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

Accountants, attorneys, education consultants, nurses, therapists	$1,000,000.00
Architects	$1,000,000.00 or $2,000,000.00
Physicians and medical corporations	$5,000,000.00

f. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
❑ Abuse and Molestation	$ 2,000,000.00	$4,000,000.00
❑ Pollution Liability	$ 1,000,000.00	$ 2,000,000.00
❑ Cyber Liability	$ 5,000,000.00	
❑ Other: _____	$ _____	$ _____

g. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

h. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.

i. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

j. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.

1) General Liability

❑ Construction: CG 20 10 10 01 and CG 20 37 10 01;

❑ Facilities Rental or Lease: CG 20 11 10 01;

■ Most Other services: CG 20 26 10 01.

2) Primary, Non-Contributory

■ CG 20 01 01 13

3) Waiver of Subrogation

■ CG 24 04 05 09

4) Commercial Automobile Liability

■ CA 20 48 10 13

k. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

l. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than $50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.

m. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

n. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

o. Failure to Procure Insurance**.** Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

a. ☐ Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

■ Provider shall certify in writing to the school district that neither the Provider nor any of its employees who are required to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with students have been convicted of a felony.

b. ☐ Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.

c. ☐ Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper."

18. **DISPUTE RESOLUTION.**

a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is $5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

b. If the amount in dispute exceeds $5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location 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 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.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **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.

22. **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.

23. **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.

24. **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.

25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

26. **AUTHORITY.** Provider represents and warrants that Provider 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.

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

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. I have read this agreement and agree to its terms. As a consultant and agency official, I certify that I have no conflicts-of-interest as defined by §87100-87500 of the 2017 California Political Reform Act.

Ventura Unified School District	
District	Provider
By:	
Signature	Signature
Ahsan Mirza	
Name	Name
Assistant Superintendent, Business Services	
Title	Title

STATEMENT OF WORK

DESCRIPTION OF WORK - REQUIRED:

Various Ventura Unified School District Sites

WORK SCHEDULE:

Per Individual Proposal and Ventura Unified School District Issued Purchase Order.

SCHEDULE OF FEES

FEES:

Compensation for Services	$ _____
Actual and Necessary Travel Expenses	$ _____
Other Expenses	$ _____
Total Amount not to Exceed	$ _____
Deposit	$ _____
Balance Due after Completion of Services	$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Upon completion of services, PROVIDER will reference Ventura Unified School District issued Purchase Order Number on invoice and email to accountspayable@venturausd.org for processing.

ADDITIONAL COSTS OF EXPENSES:

Per Individual Proposal and Ventura Unified School District Issued Purchase Order.

SUSPENSION AND DEBARMENT CERTIFICATION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension.

A. Vendor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a 3-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 (A.2.) of this certification; and

4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the vendor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Vendor/Company Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name of Above

_____

Title of Authorized Representative

CERTIFICATION OF FINGERPRINTING

I, _____, am an individual contractor and/or vendor or I am an authorized representative of _____. My entity is seeking to contract with the Ventura Unified School District (VUSD) to provide services at VUSD sites. I am aware of the requirements of Education Code section 45125.1.

I make the following certifications under penalty of perjury:

I shall not begin to provide services to the District nor shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code sections 1192.7(c) and 667.5(c). (Education Code section 45125.1(e).)

I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).)

I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupils. (Education Code section 45125.1(f).)

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

_____
Authorized Signature

_____ _____
Printed Name Title of Authorized Representative

_____ _____
Date Telephone Number