



Request for Proposals No. 17-18-10

Multifunction Digital Copier Equipment Lease and Maintenance Services

Proposal Deadline

October 20, 2017 at 10:00 a.m. PDT

Deliver Proposals To:

Rio School District

Attn.: Kristen Pifko, Assistant Superintendent

2500 E. Vineyard Avenue, Suite 100

Oxnard, CA 93036

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PART I: NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Rio School District (“District”), located in Oxnard, California, acting by and through its Board of Trustees (“Board”) shall receive up to, but not later than, 10:00 a.m. on October 20, 2017 (the “Proposal Deadline”), sealed written proposals for the award of a contract for:

RFP No. 17-18-10

Multifunction Digital Copier Equipment Lease and Maintenance Services (the “RFP”).

1. The intent of the RFP is to solicit written proposals from qualified sources for the provision of multifunction digital copier equipment, inclusive of supplies and related maintenance services, to the District. The District anticipates entering into a multiyear, full-service agreement with the successful bidder.

2. A non-mandatory pre-bid conference will be held in the Executive Conference Room at the District Office, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA, on October 3, 2017 at 10:00 a.m.

3. All proposals must conform and be responsive to the RFP, which is available on the District’s website at <http://rioschools.org/departments/business-services/> or through the District’s Business Services Department at the address specified below.

4. Proposals shall be submitted to the District on or before the Proposal Deadline at the following address: Rio School District, Business Services Department, 2500 E. Vineyard Ave., Suite 100, Oxnard, CA 93036, attn.: Kristen Pifko. Late proposals, oral proposals and facsimile proposals shall be rejected as non-compliant with the RFP.

5. Proposals shall be publicly opened after the Proposal Deadline. The District shall be the sole judge of the merits and qualifications of all proposals. The District expressly reserves the right to select the proposal in the best interest of the District, taking into consideration all relevant factors, including, but not limited to, price, quality of products, types and quality of services, and demonstrated responsibility of bidders. Proposals shall not be withdrawn for a period of ninety (90) calendar days after the opening of proposals.

6. The District reserves the right to reject any or all proposals, or any parts thereof, and to waive any irregularities or informalities in any proposal and/or the proposal process. Final acceptance of any proposal shall be subject to Board approval.

Ventura County Star Publication Dates:

September 23, 2017

September 30, 2017

PART II: SUMMARY

A. INTRODUCTION

The intent of this Request for Proposal No. 17-18-10 for Multifunction Digital Copier Equipment Lease and Maintenance Services (this "RFP") is to select a qualified bidder to meet the multifunction digital copier equipment and maintenance service needs of the Rio School District (the "District"). The District is seeking to enter into a multiyear lease for copier equipment for use throughout the District, and a related supplies-inclusive service agreement. This RFP process is in accordance with the competitive negotiation procedures set forth in Public Contract Code Section 20118.2. The District reserves the right to conduct negotiations with all or any bidders who submit timely proposals. The District intends to award the contract to the qualified bidder whose proposal meets the evaluation standards set forth in this RFP and will be the most advantageous to the District in consideration of price and other specified factors.

B. BRIEF DESCRIPTION OF DISTRICT

The District is located in Ventura County (the "County"), in the State of California (the "State"). The District covers approximately 15.5 square miles, including a portion of the City of Oxnard and certain unincorporated territory in the County. The District, which is governed by a five-member Board of Trustees (the "Board"), provides K-8 public education to more than five thousand fifty (5,050) students in six (6) elementary schools and two (2) middle schools.

C. BRIEF DESCRIPTION OF PROJECT

For the purposes of this RFP, the District desires approximately eleven (11) multifunction black and white digital copiers and seven (7) color digital copiers, all with the minimum requirements stated herein. The final quantity, size and speed of the copiers will be determined in conjunction with the selected vendor. The District also seeks full maintenance services, inclusive of supplies, for the full length of the contract(s).

D. OVERVIEW OF REQUIREMENTS

In order to be deemed fully responsive, bidders must meet specifications and minimum requirements as set forth in this RFP. The District shall only accept proposals from bidders that have been awarded contracts, multiple award schedules or formal bids listing equipment and services similar to those called for in this RFP. The District is particularly interested in obtaining proposals from bidders that have a verifiable record of successful performance with California government entity contracts, with an emphasis on successful public school district contracts. Accordingly, bidders must provide three California public agency references. At least one reference must be located in the County.

Additionally, the District seeks vendors that will provide consistent, high-quality products and services for the duration of the contract(s). Ideal bidders will have demonstrable expertise, superior technology, ample resources and a firm commitment to perform under the anticipated contract(s). The final award will be made to the single firm whose proposal best meets the needs of the District, as determined by the District. The District reserves the right to reject any and all proposals, and to waive any irregularities or informalities in any proposal and/or the proposal process.

E. OVERVIEW OF TIMELINE

For the convenience of prospective bidders, an overview of the current timeline for this RFP is set forth below. This timeline may be adjusted by addenda to the RFP.

RFP Item	Date (and time, if applicable)
Bid advertisements	September 23 and 30, 2017
(Non-mandatory) pre-bid conference	October 3, 2017 at 10:00 a.m. PDT
Deadline for bidder questions	October 13, 2017 at 2:00 p.m. PDT
Proposal Deadline	October 20, 2017 at 10:00 a.m. PDT
Anticipated notice of intent to award	October 26, 2017
Protest Deadline	October 30, 2017 at 10:00 a.m. PDT
Protest Reply Deadline	November 2, 2017 at 10:00 a.m. PDT
Anticipated protest decisions	November 6, 2017
Anticipated contract award (at board meeting)	November 15, 2017 at 5:00 p.m. PST
Anticipated start of contract(s)	December 22, 2017

PART III: PROPOSAL INSTRUCTIONS

These Proposal Instructions (these “Instructions”) have been prepared on behalf of District. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in other parts of this RFP.

1. Contents of Proposal. Each proposal must demonstrate the qualifications of the bidder; provide evidence of the bidder’s capacity to successfully perform the anticipated contract(s); and specify the model, make and any additional required information about the proposed equipment. To accomplish the foregoing, proposals shall include the following information.

- **Cover Letter.** Submit a cover letter that states (a) the RFP number and name, (b) the name of the firm submitting the proposal, (c) the firm is validly existing and in good standing in the State of California, (d) the proposal is irrevocable for a period of ninety (90) days, (e) the equipment will be installed and training will be completed on or before the District’s required installation/completion date, (f) an acceptance of this RFP’s terms and conditions, and any exceptions, (g) an explanation of why the District should select the firm, and (h) any additional information appropriate for the cover letter.
- **Exhibit A: Proposal Questionnaire.** Bidders shall fully complete and submit the “Proposal Questionnaire” included in this RFP as Exhibit “A.” Do not leave any questions blank. If the item is not applicable, insert “n/a.” Attach additional information and documentation as instructed on the form (e.g., firm’s financial statement). Note that each bidder shall provide three (3) references consisting of public agencies located within the State. The District prefers references that are public school districts or public colleges/universities from within the State. At least one reference must be located in the County.
- **Exhibit B: Proposal Price Schedules.** Bidders shall fully complete, sign and submit the Proposal Price Schedules included in this RFP as Exhibit “B.”

NOTE: Cost per copy rates must be clearly indicated on the bidder’s proposal.

NOTE: California sales and use tax should not be included or shown separately on the Proposal Price Schedule. The District will add the tax to any orders placed as a result of this RFP.

- **Exhibit C: Proposal Forms.** In accordance with Public Contract Code Sections 7106 and 2200, *et seq.*, bidders shall fully complete and submit the Non-Collusion Declaration and Certification Regarding Iran Contracting Act, both of which are enclosed as Exhibit “C.”

- **Exhibit D: Contract Forms.** Please review the contract forms enclosed herein as Exhibit “D” (*i.e.*, Certification Regarding Workers’ Compensation, Certification Regarding Drug-Free and Alcohol-Free Workplace, Certification Regarding Tobacco-Free Workplace, and Certification Regarding Background Checks). For purposes of those forms, the successful bidder’s firm may be referred to as the “Contractor” and any references to the “Contract” pertain to the anticipated agreement between the District and the successful bidder (*i.e.*, the equipment lease, maintenance services agreement, and all related documents, including, but not limited to, these Instructions, the General Specifications, and the contract forms). The successful bidder will be required to execute these forms and submit them to the District along with the equipment lease. Bidders are not required to provide a signed copy of the contract forms with their proposal. However, the Proposal Questionnaire may require acknowledgement of and consent to execution of these forms in the event that the bidder’s firm is awarded the contract.

- **Additional Information.** Provide the following additional information with your proposal:
 - **Manufacturer Information.** Bidders shall indicate the manufacturer name and model number for each piece of proposed equipment.
 - **Technical Specifications.** Bidders shall include the technical specifications and any other relevant product literature for each piece of proposed equipment. Such information shall be clearly labeled and organized.
 - **Reliability.** Provide current, accurate, comprehensive reliability information about the proposed equipment. Independently prepared tests are preferred. Bidders may, but are not required to, include the results of independent customer service satisfaction studies.

- **Life Cycle Information.** Provide current, accurate, comprehensive projected life cycle information about the proposed equipment.
- **Warranty Information.** Provide warranty information for each piece of proposed equipment. The District prefers equipment with comprehensive on-site warranty support for at least two (2) years. Warranties shall be supplemented by full-service maintenance service by the successful bidder as necessary to ensure comprehensive coverage for the entire term of the contract(s).
- **Equipment Lease and Maintenance Services Agreement.** Bidders shall include a copy of their proposed equipment lease and maintenance services agreement with their proposals.

NOTE: The final terms of any equipment lease and/or maintenance services agreement are subject to negotiation with the District, and all applicable contract requirements for public agencies located in the State, District policies, and the recommendations and requirements of the joint powers agency that operates a public agency self-funding insurance program of which the District is a member.

NOTE: Bidders shall propose three (3)-, four (4)-, and/or five (5)-year terms for the agreement, commencing on approximately December 22, 2017.

- **Replacement Guarantee.** Bidders shall provide clear, comprehensive information regarding the replacement guarantee for each piece of equipment proposed. If the General Specifications (included in this RFP) set forth the District's preferred replacement guarantee, bidders may simply state that they accept the District's proposed language.
- **End of Lease Options.** Bidders shall provide clear, comprehensive information regarding their end of lease options for the proposed equipment. If the General Specifications (included in this RFP) set forth the District's preferred end of lease options, bidders may simply state that they accept the District's proposed language.

- **Financing Information.** Bidders shall provide all financial information requested in this RFP, including, but not limited to, the bidder's most recent financial statement. Additionally, if applicable, bidders shall provide detailed financing information, including lienholder, interest rate, and any separate terms and conditions as a result of third party financing for the equipment lease. If financing is not applicable, the proposal shall clearly so indicate.
- **Exceptions to RFP.** Each proposal shall clearly specify any exceptions to this RFP. Note that certain portions of this RFP are required by applicable law, in which event such requirements shall not be waived or omitted.

2. Signatures. The cover letter, Proposal Questionnaire, Proposal Price Schedules, and required proposal forms must all be signed and dated by a person duly authorized to contractually bind the bidder in connection with the procurement and services contemplated by this RFP. The signatures shall comply with the following:

- a. **Corporations.** If the bidder is a corporation, each document must set forth the full, legal name of the corporation and must be signed by both the bidder's president and secretary. Alternatively, the signature of another authorized representative may be affixed to the documents if the bidder includes with its proposal a certified copy of a resolution of the corporation's board of directors authorizing such person to sign the documents as the bidder's authorized representative. Documents submitted with the bid must include the title of each signatory below the signature.
- b. **Limited Liability Companies.** If the bidder is a limited liability company, each document must set forth the full, legal name of the company and the names of all members of the company, and all such members must sign the documents for the bidder. Alternatively, the document may be signed by a representative of the managing member of the company if the bidder includes with its bid a certified copy of a statement of the managing member's authority and the specific signatory's authority to sign the documents as the bidder's authorized representative.
- c. **Partnerships.** If bidder is a partnership of any type, each document must set forth the full, true name of the

partnership and the names of all persons and/or entities comprising the partnership, and all such persons and entities (or their legal representatives as applicable) must sign the documents. Alternatively, the documents may be signed by a general partner of the partnership if the bidder includes with its bid a certified copy of a statement of the partnership acknowledging the signatory as a general partner (or a representative of the general partner) with authority to sign the documents.

- d. **Sole Proprietorships.** If the bidder is a sole proprietorship, each document must set forth the true name of the sole proprietorship and its owner, and such owner must sign the document. Alternatively, an agent of the owner may sign a document if the bidder has included in the bid a certified copy of a current and valid power of attorney authorizing the agent to sign the document.
- e. **Fictitious Business Names and Joint Ventures.** If the bidder is an entity using a fictitious business name or a joint venture of two (2) or more parties, documents must satisfy the requirements set forth above for signatures on behalf of corporations or partnerships, as applicable. The signature on any document signed on behalf of any entity using a fictitious business name must so indicate in the signature block. Documents submitted by parties acting as joint venturers must so indicate in the signature block and must be signed by or on behalf of each and every joint venturer.

3. Answer All Questions. Bidders shall completely, accurately and legibly answer all questions in the Proposal Questionnaire. Do not leave any questions blank. If the item is not applicable, insert "n/a."

4. Typewritten or Printed in Ink. All answers must be typewritten or neatly printed in black or blue ink.

5. Interlineations; Erasures. A proposal may contain an erasure, interlineation, or other correction only if the correction is made to the information entered by the bidder (not to any preprinted text in the Proposal Questionnaire or other forms provided by the District), does not result in any inconsistency or ambiguity, and is authenticated by affixing, in the margin immediately adjacent to the correction, the initials of the person or persons signing the proposal.

6. Attachments. Bidders shall clearly label all supporting documentation as specified in the Proposal Questionnaire. Bidders shall submit all supporting

documentation and forms in the requested order, and submit all documentation on standard 8½-inch by 11-inch paper.

7. Submittal of Proposal.

- a. Bidders shall submit one (1) original signed copy plus a CD/DVD/flash drive of their proposal in a sealed envelope. Proposals shall be clearly labeled “**Multifunction Digital Copier Equipment Lease and Maintenance Services – RFP No. 17-18-10.**”
- b. Proposals must be delivered to the District before the Proposal Deadline at the following address (hereinafter referred to as the “District Address”):

Rio School District
Business Services
2500 E. Vineyard Avenue, Suite 100
Oxnard, CA 93065
Attn: Kristen Pifko, Assistant Superintendent

NOTE: No oral, faxed or electronically transmitted proposals will be accepted.

8. Proposal Deadline. The Proposal Deadline is **October 20, 2017 at 10:00 a.m. PDT. Late proposals will not be accepted.** Each bidder is solely responsible for timely delivery and receipt of its proposal, regardless of external factors such as traffic, weather, parking issues, lines at the District’s reception desk, problems with couriers, or other matters. The District shall in no manner whatsoever be responsible for the timeliness of proposals. Additionally, the District’s determination of timeliness shall be conclusive. The District will not consider arguments that the District’s method of calculating timeliness is erroneous or flawed (e.g., that the District’s clock is inaccurate). Bidders are encouraged to deliver their proposals to the District well in advance of the Proposal Deadline and to otherwise factor in contingencies such as traffic, parking, etc. when arranging for delivery of their proposals.

9. Use of District Forms Mandatory. Bidders shall use the forms provided by the District in this RFP. Bidders cannot modify or alter the forms. The District may reject any proposal that contains modified documents or alternate documents. Additional information may be submitted on the respective bidder’s forms.

10. No Reliance on Prior Submittals. Bidders must submit a complete proposal to the District in accordance with this RFP. Bidders cannot rely upon any prior proposal or prior provision of relevant documentation to the District or cross reference those prior documents instead of submitting a complete proposal to the District.

11. Modifying or Superseding a Proposal. A bidder may modify or supersede a proposal that the bidder already submitted to the District *only* if the bidder (a) submits the modified, complete proposal to the District before the Proposal Deadline, and (b) simultaneously provides the District with written notice that the modified proposal supersedes the prior proposal. Any modified proposal must be a complete proposal that fully complies with the instructions set forth in this RFP. The District will not accept any oral modification or any modification sent *via* facsimile or electronic transmission. The District will replace any prior proposal with a modified proposal that is complete, timely submitted and complies with this RFP. The District will reject any modified proposal that is incomplete, not timely received, or otherwise does not comply with this RFP. If the District rejects a modified proposal, then the District will review and evaluate the prior proposal, unless it was withdrawn in accordance with these Instructions. If a bidder properly modifies its proposal, then the bidder shall only have rights to appeal the District's decision regarding the modified proposal, and shall no right of appeal with respect to the original proposal. Conversely, if a bidder attempts to modify a proposal but fails to timely do so, the bidder shall only have rights of appeal with respect to the original proposal.

12. Withdrawing a Proposal. A bidder may withdraw its proposal at any time prior to the Proposal Deadline by submitting a written request to the District. The District will not accept any oral withdrawal request. A withdrawal request must be signed by an authorized representative of the bidder. After the Proposal Deadline, proposals may not be withdrawn for a period of ninety (90) days. A bidder that properly withdraws its proposal shall not have any rights of appeal regarding the proposal.

13. District Review of Proposals. The District shall review and evaluate all proposals as set forth below.

a. Preliminary Review. The District will review each proposal for the following threshold matters.

- **Timeliness.** The District will determine whether the entire proposal was submitted in writing on or before the Proposal Deadline. As set forth herein, timely submittal of proposals is mandatory. The District will reject as non-responsive any proposals submitted after the Proposal Deadline.
- **Compliance with RFP.** The District will evaluate whether the proposal complies with this RFP, including, but not limited to, these Instructions, the General Specifications (Part IV), and the Multifunction Copier Minimum Requirements (Part V). Compliance with this RFP is mandatory, although minor irregularities may be

waived as set forth in this RFP and in accordance with applicable law.

b. Substantive Review. If the District determines that a proposal is timely received and complies with this RFP, then the District will substantively review and evaluate the proposal using the following factors, each of which shall be weighted as set forth below. The maximum total score for a proposal is **100 points**.

- **Experience (20 points).** The District will evaluate the cover letter; Proposal Questionnaire, including the bidder's history and dispute history; and responses from the bidder's references to determine whether the bidder has a proven record of successful completion of similar contracts for California public agencies. The District reserves the right to reject the proposal of any bidder that has previously failed to properly perform or timely complete similar contracts for the District or any other public agency.
- **Quality and Compatibility of Proposed Equipment (20 points).** The District will review the Technical Specifications, product information sheets, and any additional information about the proposed equipment to (a) confirm whether the proposed equipment meets the District's minimum requirements as set forth in this RFP, including, but not limited to, compatibility with the District's existing equipment (e.g., network compatibility), and (b) determine the overall technological quality of the proposed equipment (e.g., automated features, security functions, memory, capacity, reliability, life cycle, etc.).
- **Price (20 points).** The District will evaluate the Proposal Price Schedules and any other information that demonstrates the direct and indirect costs associated with the proposal. The District aims to obtain the highest quality, most advanced technological equipment at the best price, inclusive of any ancillary cost savings (e.g., energy saving technology), life-cycle costs, and related matters, and all costs associated with the maintenance services contract.
- **Financial Capability (10 points).** The District will evaluate the Proposal Questionnaire, supporting

documentation, financing statement, and any other financial information requested or obtained by the District to ascertain the bidder's financial stability and to confirm the bidder's financial capacity to perform the contract(s).

- **Key Personnel (10 points).** The District will evaluate whether the bidder proposes key personnel (e.g., account managers, trainers, technical support) in an adequate number and with the appropriate experience, education and background. The District will also evaluate employee turnover rates; the stability of key personnel; whether the bidder has capacity to provide proper alternate or supplemental personnel if desired by the District or otherwise required; and other key personnel matters set forth in the Proposal Questionnaire and/or as relayed by bidder's references.
- **Favorability of Contract Terms (20 points).** The District will evaluate the favorability of the bidder's proposed contract terms, including, but not limited to, any exceptions to this RFP, warranty information, the bidder's delivery timetables, support logistics, replacement guarantees, end of lease options, preventative service options, training services, and similar matters.

14. Demonstrations. The District reserves the right to request demonstrations of any proposed equipment. Such demonstrations shall be made within the County at no charge to the District. The District reserves the right to reject the proposal of any bidder that fails to provide a requested demonstration.

15. District Rejection of Non-Responsive Bids. The District may reject a proposal as non-responsive if the proposal fails to conform to requirements set forth in the Notice Inviting Proposals, these Instructions, or any of the other components of this RFP, or if the District reasonably determines that the proposal is unintelligible, internally inconsistent, or otherwise ambiguous. In addition, the District may reject as non-responsive any proposal in which component bid amounts are unbalanced or inconsistent. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's proposal.

16. Bid Irregularities. In accordance with applicable law, the District may waive any minor irregularity or informality in any proposal or in the bidding process. The District will reject as non-responsive any proposals containing irregularities that are not minor irregularities, including, but not limited to, any proposal that is materially incomplete.

17. Notice of Intent to Award. The District shall provide a notice of intent to award the contract(s) to all bidders on or about **October 26, 2017**.

18. Protests. All proposal protests (each a "Protest") shall comply with the following procedures.

- a. Protests shall not be submitted by any bidder that withdrew its bid or failed to timely submit a bid.
- b. Protests shall be submitted to the District by not later than **October 30, 2017 at 10:00 a.m. PDT** (the "Protest Deadline").
- c. Protests shall be in writing, and shall include the following information: (i) the name, address, and telephone number of the bidder, (ii) the name, direct telephone number and email address of the bidder's authorized representative, (iii) the RFP number and title; (iv) a detailed description of the legal and/or factual grounds for the Protest; (v) all supporting documentation for the Protest; (vi) the form of relief requested by the bidder; and (vii) the signature of the bidder's authorized representative. On or before the Protest Deadline, the Protest shall be delivered to the District by personal delivery, courier service, or mail. The District will not accept or consider any oral protest (e.g., by telephone).
- d. By the Protest Deadline, the protesting bidder shall also provide a written copy of the Protest to the bidder subject to the protest. Failure to serve the Protest upon the bidder subject to the protest may be grounds for the District to deny the Protest. A bidder whose bid has been protested by another bidder may submit to the District a written response to the Protest (each a "Protest Reply"). The Protest Reply shall be submitted to the District no later than **November 2, 2017 at 10:00 a.m. PDT** (the "Protest Reply Deadline").
- e. All Protests and Protest Replies shall be submitted to the District by the Protest Deadline, or Protest Reply Deadline, as applicable, at the District Address.
- f. If a Protest does not comply with each and all of the foregoing requirements (provided that a bidder will be deemed to have submitted all documentation that it desires in accordance with the Protest), the District may reject the Protest as invalid.

- g. A bidder may at any time withdraw its Protest.
- h. Upon receipt of a valid Protest, the District shall review the Protest and all relevant information and documents, including any Protest Reply, and shall provide a written response to the protesting bidder and the bidder subject to the Protest. The District may decline to award the contract, may award the contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Protest. If required by applicable law, the District will hold a hearing with respect to a Protest.
- i. The District's decision with respect to any Protest shall be final with no further review or appeal to the District.
- j. The protest procedures set forth herein are a mandatory administrative remedy, and a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested. Each bidder that desires to protest shall file its own Protest, and may not in any manner whatsoever rely upon the Protest of another bidder. Failure to comply with these procedures shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action arising from or related to the bids, including, but not limited to, the award of the contract(s).
- k. Notwithstanding the generality of the foregoing procedures, in the event that this RFP will be funded in whole or in part by any State or federal funds that require a protest procedure different than the procedures set forth herein, then that different protest procedure shall control.

19. Final Contract Award. The final contract award shall be made to the qualified bidder whose proposal meets the evaluation standards set forth in this RFP and will be most advantageous to the District in consideration of price and all other evaluation factors. The final contract award shall be subject to Board approval. The most qualified vendor will be placed on the Board agenda as a recommendation to the Board. It is anticipated that final selection of the vendor will be presented to the Board at its regularly-held meeting on **November 15, 2017**.

20. Contract Award Limitation. The District reserves the right to reject the proposal of any bidder that is or has been in arrears to the District, or that is otherwise in default of any contract with the District as a surety, vendor, service provider, contractor, or otherwise.

21. General Specifications and other RFP Documents. Bidders are advised to carefully review the Notice Inviting Proposals, these Instructions, the General Specifications, Multifunction Copier Minimum Requirements, Proposal Forms and Contract Forms prior to submitting their proposals. Except as otherwise agreed by the successful bidder and the District, or as otherwise required by law, these RFP documents shall be incorporated by reference into any final contract between the successful bidder and the District.

22. Ongoing Duty to Provide Accurate, Complete Information. Proposals must contain accurate, complete information. In no event shall any bidder withhold pertinent information or provide false or misleading information. If any information provided by a bidder becomes inaccurate, false or misleading, then the bidder must immediately notify the District of the discrepancy in writing and provide the accurate information to the District.

23. District's Further Investigation and/or Request for Further Information. Although the proposal will be the primary basis of determining whether a vendor is qualified, the District expressly reserves the right to examine other available sources, including, but not limited to, conducting Uniform Commercial Code searches; interviewing references; and verifying financial information with the bidder's independent accountant. Bidders are deemed to have acknowledged and consented to these communications by submitting a proposal. Moreover, the District reserves the right to seek additional information from any bidder at any time. For example, if the District reasonably determines that information in the proposal may be false, inaccurate or misleading, then the District shall have the right to take whatever steps are necessary to rectify the situation, including, but not limited to, the following: (a) request supplemental documentation from the bidder or other relevant parties to ascertain whether the bid included false, inaccurate or misleading information; and (b) if material information in the bid was false, inaccurate or misleading, then (i) terminate any agreement with the bidder for cause, and (ii) recover any losses incurred by the District due to the false, inaccurate or misleading information.

24. Questions, Clarifications, Corrections. Requests for interpretation, clarification and correction regarding this RFP must be submitted in writing to Kristen Pifko, Assistant Superintendent, at kpifko@rioschools.org **by 2:00 p.m. PDT on Friday, October 13, 2017.** The District reserves the right to disregard any and all questions received after this deadline.

25. Public Records. All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the expense of the vendor submitting the proposal or bid. The proposals will be retained for official files and become a public record. In accordance with applicable law and District policy, the District may eventually destroy or otherwise dispose of proposals without prior notice and without any right of recourse to a bidder.

26. Public Agency Requirements. This RFP is subject to certain laws and regulations applicable to State public agencies, including State public school districts, and certain District policies and procedures. Moreover, the District is a member of a joint powers agency self-insurance program, which, among other things, provides certain insurance and indemnity requirements and recommendations to the District. This RFP contains some, but not all, of the foregoing requirements, policies and recommendations. By submitting a proposal, bidders shall be deemed and construed to have acknowledged that the anticipated contract(s) are subject to certain legal requirements applicable to State public agencies, and agrees to abide by all such legal requirements.

27. No Improper Influence of District Board or Staff. Bidders shall not in any way attempt to influence any member of the Board or any District employee or consultant with respect to this RFP or any other matter. The District reserves the right to reject the bid of any party that violates this provision or appears to violate this provision, and, at any time, to seek any other remedy available at law or in equity for violation of this provision.

28. Reservation of Rights. The issuance of this RFP is not a guarantee that the District will proceed with the procurement of contracts contemplated herein within the anticipated timeline or ever. The District reserves the right to postpone, delay, suspend or terminate its plans with respect to this RFP. No prospective bidders shall have any claims whatsoever against the District regarding any adjustments or modifications or termination of the District's plans with respect to this RFP. In accordance with the Public Contract Code and this RFP, the District reserves the right to reject any and all proposals, and to request new proposals.

29. Addenda. The District may issue any number of addenda to this RFP, all of which must be acknowledged by the bidder.

30.

PART IV: GENERAL SPECIFICATIONS

These general specifications (these “General Specifications”) apply to this RFP and are an integral part of the Contract (as defined below).

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the applicable part of the Contract.

- a. “Contract” means the entire agreement between the Parties, including the Notice Inviting Proposals, the Instructions, these General Specifications, the Multifunction Copier Minimum Requirements, the Equipment Lease, the Maintenance Agreement, any and all Contract Forms specified in the Instructions, and accepted Vendor’s proposal.
- b. “Equipment Lease” means the equipment lease executed between the Parties for the equipment contemplated under this RFP.
- c. “Maintenance Agreement” means the maintenance services agreement executed between the Parties for the work contemplated under this RFP.
- d. “OEM” is defined in paragraph 31.
- e. “Parties” means the District and the Vendor.
- f. “PM” is defined in paragraph 31.
- g. “Vendor” means the successful bidder awarded the Contract.
- h. “Vendor’s Agents” is defined in paragraph 43.

2. Applicability of General Specifications. Every paragraph of these General Specifications applies to the Equipment Lease and the Maintenance Agreement, unless the paragraph is specifically labeled to indicate applicability to only one of those specific agreements.

3. Vendor’s Proposed Form of Agreements. In the event that a paragraph is applicable to only the Equipment Lease or the Maintenance Lease, then the terms and conditions set forth therein are the District’s minimum requirements for that agreement.

4. New Equipment. All equipment provided as a result of this RFP must be brand new, factory authorized equipment with full warranty. For avoidance of doubt, “new” means that the equipment has been assembled for first-time use with entirely new components, and excluding any and all used or reprocessed, recycled or reconditioned components. The equipment shall not have been previously leased, rented or used.

5. Additional Equipment; Reductions in Equipment. The Vendor shall allow additional like or better multifunction copiers to be added to the Contract with an expiration date concurrent with existing multifunction copiers. The District reserves the right to cancel up to ten percent (10%) of the total equipment during the term of the Contract with no penalty and at no cost for removal. The Vendor shall supply additional equipment or remove cancelled equipment within thirty (30) days of written request by the District.

6. Term. The District and the Vendor shall enter into a Contract commencing approximately December 22, 2017. The multiyear Contract shall be for a three (3)-, four (4)- or five (5)-year term, as mutually agreed by the Parties.

7. Termination of Contract. In the event of substantive non-performance by the Vendor, the District reserves the right to terminate all or parts of the Contract by prior written notice to the Vendor. For example, the District may elect to continue the Equipment Lease, but terminate the Maintenance Agreement. Substantive non-performance by the Vendor includes, but is not limited to, failure to timely deliver proper equipment; failure to timely deliver parts and/or services; failure to maintain the insurance required under the Contract; failure to comply with the replacement guarantees set forth in the Contract; the assignment of Vendor’s obligations under the Contract without prior written authorization by the District; failure to utilize the manufacturer’s designated parts, supplies or components; and unsatisfactory customer service or technical service, as determined in the District’s sole discretion.

8. Pricing. All equipment proposed shall have fixed pricing for the duration of the Contract. Vendor shall provide multifunction copier equipment as outlined in the Proposal Price Schedule. All prices shall be F.O.B. destination.

9. Taxes. The Vendor shall abide by District policies and procedures regarding invoicing of taxes on service agreements.

10. Limitation on Fees. The District shall not be held financially responsible for any transportation fees, including, but not limited to, pickup, delivery, relocating, repositioning and removal of any leased, loaned and/or purchased copier equipment covered under the Contract. The District shall not be financially responsible for any installation fees, assembly fees and/or dismantling fees of any leased, loaned and/or purchased copier equipment covered under the Contract.

11. Buyback of Supplies – Beginning of Term. Vendor shall buy back and credit the District for current toner and maintenance kits at District facilities. The minimum buy back price shall be seventy-five percent (75%) of the Vendor's current price for resold toner and maintenance kits.

12. Authorized Vendor. The Vendor must be either a manufacturer or factory authorized distributor or seller of the proposed equipment and must provide proof of same to the District.

13. Delivery. The equipment must be delivered in the quantities specified in the Contract and at the locations specified in the Contract. Deliveries shall not be made in advance of the timeline set forth in the Contract, unless the District has provided prior written consent to such early delivery. In the event that the Vendor delivers equipment at the wrong time or incorrect place, or fails to timely deliver the correct equipment, the District shall have the right, but not the obligation, to terminate the Contract and charge the Vendor any additional expense reasonably incurred by the District in the procurement of the proper equipment from a third party.

14. District's Inspection. All materials, supplies, products and items to be provided to the District by the Vendor shall be subject to the District's inspection; provided, however, that the District's inspection of the materials, supplies, products and items shall not relieve the Vendor of its obligations to properly perform under the Contract.

15. Defective Materials, Supplies, Products and Items. The District may reject any defective materials, supplies, products and items provided by the Vendor. In no event shall the District's prior acceptance of such materials, supplies, products or items bar the District's ability to reject such materials, supplies, products or items. The Vendor shall promptly remedy any defective materials, supplies, products or items in a manner reasonably satisfactory to the District. The Vendor expressly agrees that the Vendor's remedy shall include, but not be limited to, (a) promptly removing any and all rejected items from the District's property at no additional cost to the District, and (b) promptly replacing the rejected items with substitutions that are reasonably satisfactory to the District at no additional cost to the District. The District may withhold a sufficient amount or amounts of payment otherwise due to the Vendor as, in the District's reasonable judgment, may be necessary to cover defective items not properly remedied.

16. Responsibility for Materials, Supplies, Products and Items. The Vendor shall be responsible for all items to be provided until the items are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point and prior to acceptance by the District or rejection thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of the officers, agents or employees of the District acting within the scope of

their employment. The Vendor shall bear all risks associated with rejected supplies after receiving notice of rejection thereof, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents or employees of the District acting within the scope of their employment.

17. Returns. The Vendor shall provide return goods authorization labels for the recycling of all such empty equipment supply cartridges, such as, ink, *etc.*

18. Installation. The Vendor shall be responsible for the complete installation; including a site assessment with a recommendation to District staff. The Vendor shall identify any electrical changes needed to accommodate the electrical requirements of the equipment, including network drops. All copiers shall be networked with drops added, as required. The District shall work with the Vendor to determine optimal location for the drops when required.

19. Training Requirements. The Vendor shall provide comprehensive training for key District equipment operators at each District site. The training shall include, but not be limited to, printing, scanning, copying, troubleshooting, removal of paper jams, adding supplies, security, and routine and emergency customer service protocols. Training shall be available immediately after installation, and at reasonable subsequent intervals to accommodate any transitions in staff, provide information regarding any additional and/or replaced equipment, and any upgrades in equipment, all at no additional cost to the District.

20. Removal. At the end of the term, the Vendor shall be required to remove all leased equipment included in the Contract and transport the equipment to a central site or other identified location within the District. There shall be no charge for the pickup and removal of the copiers when the term has been terminated or expires, nor shall there be any charge when a machine is moved, removed or replaced during the term. At the end of the term, the Vendor shall be responsible for securing units to ensure a safe shipment, coordinating pickup and oversight of the removal of the equipment.

21. Product Improvements, Upgrades and Retrofits. The Vendor shall guarantee to provide the District, at no additional cost, with any product improvements/upgrades/retrofits (software and hardware) including installation, removal, replacement, training and support, for any and all equipment for the duration of the Equipment Lease. The Vendor shall keep the District informed of any available product improvements/upgrades/retrofits (software and hardware).

22. Excessive Downtime. Each individual piece of equipment installed within the District pursuant to the Contract shall not be down more than five percent (5%) of the time per calendar quarter. If equipment is down more than five percent (5%) of the time for any two (2) consecutive calendar quarters, then, upon the District's request, the Vendor shall replace such equipment with equipment of the same or better

specifications within ten (10) business days. For purposes of this provision, equipment shall be considered “down” whenever an authorized District representative informs the Vendor that (a) image quality becomes unreadable or otherwise unacceptable to the District, and/or (b) specific equipment capabilities set forth in the Contract are not working to the satisfaction of the District. Downtime hours shall include technician response time, unavailability or backlog of parts, and technician working time, but shall specifically exclude any working time related to correcting problems caused by the District’s willful negligence or willful misconduct, and any working time related to the Vendor’s scheduled preventative maintenance.

23. Security. Information scanned to drives may contain sensitive information and must be kept in strictest confidence. The Vendor shall provide the District with information regarding the equipment’s ability to utilize login names and passwords for access to certain functions, information, or features. Devices must have hard drive encryption and standard overwrite in accordance with the District’s security needs and preferences. There shall be a process to permanently delete images and files from the equipment to prevent unauthorized retrieval or use of stored information after removal of equipment from the District’s premises. Upon termination of the Contract, the District shall retain any embedded hard drive(s) in the equipment. If requested by the District, the Vendor shall assist the District in obtaining the hard drives.

24. Supplies Inclusive. The Contract shall include all supplies with the exception of paper and staples.

25. Full Service Maintenance Agreement. The Vendor shall provide full-service maintenance which shall cover all parts, labor, tools, equipment and transportation necessary to provide routine maintenance and any repairs as needed throughout the term of the Contract, at no additional cost to the District.

26. Authorized Service Providers. All service must be provided by a manufacturer authorized representative and all repairs must be performed by manufacturer certified technicians for the models set forth in the proposal.

27. Contact Information. The Vendor shall maintain a toll-free telephone number for customer support, which shall include assistance with service calls and supply orders for the leased equipment. The Vendor shall place labels on all equipment with a minimum of the following information: contact telephone number to order supplies and report problems, serial or ID number to reference when calling and any other information agreed on by the District and the Vendor.

28. Response Time. Vendor shall respond to the District’s telephonic requests for service within two (2) hours. The Vendor shall provide a satisfactory diagnosis, commitment to return functionalities or repaired device within four (4) hours. The first failure to comply with this provision shall result in a warning. The second failure shall be reported to the Vendor’s highest supervisor/authorized representative,

who shall take all reasonable steps to rectify the problem and prevent future problems. After the third occurrence, the District reserves the right to notify the Vendor that the Vendor is in default for non-performance under the Contract, terminate the Contract at no additional cost to the District, and seek any other remedies from the Vendor as permitted under the Contract and applicable law.

29. Loaner Equipment. If during a service call it is determined that a device cannot be repaired within forty-eight (48) hours, the Vendor shall offer the District a loaner at no additional cost to the District. The loaner shall be of like size and features. The option to accept the loaner shall be at the District's discretion.

30. Customer Satisfaction. The Vendor shall guarantee the District's complete satisfaction with the proposed and installed equipment. In the event that the District is not completely satisfied with any such equipment, the Vendor shall, at the District's request, replace the equipment without surcharge with an identical model, or, as agreed upon by the Parties, with a device with equal to or better features and capabilities. This guarantee shall be effective following the initial equipment delivery and shall remain effective during the entire term of the Contract for all equipment under the Contract.

31. Preventative Maintenance. Vendor shall perform all preventative maintenance ("PM") service as recommended by the original equipment manufacturer ("OEM"). PMs are an integral part of any multifunction copier maintenance.

32. Service Logs. A service log shall be provided on the inside of each multifunction copier and maintained by the Vendor.

33. Supply Delivery Requirements. All supplies shall be delivered within three (3) business days with the exception of backordered items, in which case the District site will be notified of the expected delivery date. All supplies shall be clearly marked with the site/department, address and contact name.

34. Supply Requirements. All parts and supplies are to be OEM type only. Obtaining meter readings shall be the responsibility of the Vendor *via* automatic reporting.

35. Repurchase of Supplies – End of Contract. At the end of the Contract, at the District's discretion, Vendor shall purchase from the District any and all unused and unopened supplies delivered under the Contract. Such repurchases shall be at the same price the District paid for the supplies.

36. Sustainability. The Vendor shall work with the District on developing a recycling program for all used toner/print cartridges at each District site. This program may include receptacles at each District site for the recycling of products on a timed schedule. The Vendor agrees that it will use as many products, where economically

feasible, that are environmentally friendly and take into consideration long-term sustainability to the environment.

37. Consultation Services. If agreed between the Parties, the Vendor shall advise the District regarding innovative copier solutions, including, but not limited to, greater efficiency, enhanced security, and increased environmental sustainability. The Vendor may be asked to outline a method to examine volumes for each copier to verify the proper equipment is in place and is properly utilized. The Vendor may be asked to outline a method to replace under- or over-utilized equipment with a digital copier of lesser/greater speed and/or capacity. If the Parties agree, this replacement shall be accomplished without extending the Equipment Lease and/or Maintenance Agreement beyond the original term.

38. Reports. The Vendor shall provide monthly reports with site/department and individual employees' usages available on line and in written form. If optional, identify all cost (*i.e.*, equipment, software, installation, *etc.*) and technical requirements necessary to the operation of this feature.

39. Invoices. The Vendor shall provide invoicing per each site/department on separate invoices. Each multifunction copier shall then be invoiced separately and shall include, at a minimum, the District's purchase order number, location address and site/department name, make and model, serial number and/or identification number, previous month's end meter reading and current month's end meter reading, less any copies that are not usable due to the machine not functioning properly and any other reimbursements (itemized by site/department account number or security code where necessary), contract cost per copy rate applied to multifunction copier, total cost per copy for the period.

40. Payment Requirements. The District shall not prepay for any services or maintenance. All payments shall be paid in arrears and may be paid monthly, quarterly, or annually at the mutual agreement of the District and Vendor.

41. Funding; Non-Appropriation Clause. The funding for the Contract shall be subject to an approved annual budget, which depends upon multiple factors, including, but not limited to, State funding. Therefore, notwithstanding any other provision of the Contract, the Contract shall be expressly subject to and contingent upon appropriation of funds for the Contract in each fiscal year. In the event that funds are not appropriated for the Contract, then the Contract shall terminate as of the last day of the last fiscal year for which funds were appropriated. In the event that funds are reduced, but not entirely eliminated, the District shall have the right to terminate the Contract or the Parties may mutually agree to amend the Contract to reflect any reduction in funds. The District shall notify the Vendor of any such non-allocation or reduction of funds at the earliest possible date, and, if required by the Contract, return applicable equipment to the Vendor. This non-appropriation clause is an essential part of the Contract.

42. Insurance.

- a. At the Vendor's sole cost and expense, the Vendor shall maintain during the entire term of the Contract insurance coverage at least as broad as the following:
 - i. comprehensive general liability or commercial liability on an occurrence basis, including products, property damage, bodily injury, personal injury, death and the Vendor's contractual liability, with limits no less than one million dollars (\$1,000,000) per occurrence;
 - ii. employer's liability with limits no less than one million dollars (\$1,000,000) per occurrence;
 - iii. automobile liability insurance covering all owned, hired and rented vehicles operated in connection with the Contract with limits no less than one million dollars (\$1,000,000) for property damage, bodily injury, personal injury and death; and
 - iv. workers' compensation limits in accordance with the State Labor Code in amounts sufficient to cover the Vendor's employees, provided, however, that the limits of such insurance shall not be less than \$1,000,000 per occurrence.
- b. The limits of insurance set forth in these General Specifications shall not limit the liability of the Vendor nor relieve the Vendor of any obligation under the Contract.
- c. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to the District as evidenced by prior written consent from the District).
- d. Each form of insurance coverage required to be carried by the Vendor shall (i) name the District as an additional insured, (ii) be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance of the District, (iii) be in a form satisfactory to the District, (iv) be carried with companies duly licensed and admitted to

transact insurance business in the State, unless otherwise acceptable to the District, (v) provide that the policy shall not be subject to cancellation, lapse or change, except after at least thirty (30) days' prior notice to the District, (vi) not have a deductible in excess of any amount reasonably approved by the District, (vii) contain a cross liability endorsement, and (viii) contain a severability clause.

- e. All insurance coverage maintained under the Contract shall be endorsed to waive subrogation against the District or shall specifically permit the Vendor to waive its right of recovery from the District.
- f. As a precondition to final award of the Contract, the Vendor shall provide the District with evidence of the required insurance, with at least the minimum limits set forth herein, and containing the required endorsements on a form and in a manner reasonably acceptable to the District.
- g. The Vendor's failure to furnish or maintain the insurance required under the Contract shall be considered a material default by the vendor. The District shall have the right to request confirmation of the Vendor's insurance at any time during the term of the Contract. In the event that the Vendor fails to provide proof of or fails to maintain the required insurance, or otherwise fails to comply with the insurance requirements set forth herein, the District shall have the right, as applicable, to reject the Vendor's proposal or terminate the Contract for cause.
- h. The District makes no representation that the limits or forms of insurance coverage specified herein are adequate to cover the Vendor's property, business operations, or obligations under the Contract. The Vendor shall confer with its own insurance broker regarding the Vendor's risk under the Contract, and, if so advised by such broker, obtain additional insurance and/or insurance with higher limits.
- i. Under no circumstances shall the District be required to name the Vendor as an additional insured under the District's insurance or self-insurance coverage memorandum.

43. Indemnity. To the fullest extent permitted by law, the Vendor shall, at the Vendor's sole cost and expense, indemnify, defend and hold harmless the District, and

its officers, officials, employees, agents and representatives and each of their successors and assigns from and against any and all liability (including, but not limited to, liability for claims, suits, actions, demands, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages, judgments, fines, penalties, settlements, cost and charges of any kind, whether actual, alleged or threatened, including, without limitation, attorneys' fees and expenses, court costs, interest, defense costs, and expert witness fees) arising directly or indirectly from or in connection with (a) any breach of the Contract by the Vendor, the Vendor's employees, subcontractors, agents, representatives or assigns, (collectively, "Vendor's Agents"), (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by the Vendor or the Vendor's Agents in the performance or non-performance of the professional services required to be performed by the Vendor under the Contract; (c) any claim of infringement of patent rights, copyrights, or trademarks of any person in relation to the equipment provided by the Vendor; (d) any damage to the District's real property, any personal property, and any bodily injury or death of any person caused by the Vendor or the Vendor's Agents, and (e) the District's enforcement of its rights under this indemnity provision. The provisions of this indemnity do not apply to any damage or loss caused by the sole negligence or willful misconduct of the District, or its officers, officials, employees, agents and representatives, or any of their successors and assigns. The insurance coverage requirements under the Contract Documents shall in no way lessen or limit the liability of the Vendor under the terms of this indemnification obligation. The terms of this paragraph shall survive the expiration or termination of the Contract.

44. Limitation on Liability. The District's liability to the Vendor, if any, shall be capped at the contract price.

45. Licenses; Permits. Vendor shall secure and maintain in force during the entire term of the Contract any and all licenses and permits as required by applicable law in connection with the furnishing of materials, articles and services under the Contract.

46. No Assignment. No assumption of any of the Vendor's duties, responsibilities, obligations or performance under the Contract by any entity other than the Vendor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur without the District's prior written consent. If any assumption, takeover, or unauthorized performance does occur without the District's prior written consent, then the Vendor shall be in material default of the Contract, in which event the District may terminate the Contract for cause and seek any remedies available under the Contract and applicable law.

47. Fingerprinting; Background Checks. The Contract is subject to the provisions of Education Code Section 45125.1. The Vendor's employees are required to submit fingerprints to the Department of Justice where an employee may come into

contact with the students at any District site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony as they are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively. The Vendor shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code 45122.1. The Vendor shall provide the District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. The District may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of the Contract.

48. Conflicts of Interest. The Vendor agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under the Contract. During the term of the Contract, the Vendor shall not hire personnel currently employed by the District to perform any work under the Contract. The Vendor shall promptly inform District of any contract, arrangement, or interest that the Vendor may enter into or have during the performance of the Contract that might appear to conflict with the District's interests, including, but not limited to, contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under the Contract. The Vendor shall take such measures as are necessary to prevent actual conflicts of interest in the performance of the Contract. The District, in its sole discretion, shall determine the existence of a conflict of interest and may terminate the Contract in the event such a conflict exists.

49. Independent Contractor. The Vendor shall perform the work contemplated under the Contract as an independent contractor. It is understood and acknowledged by and between the Parties that the Vendor is not and shall not be construed as an employee of the District for any purpose whatsoever. Under no circumstances shall the Vendor look to the District as the Vendor's employer, or as a partner, agent, or principal. The Vendor hereby acknowledges and warrants that, as an independent contractor, the Vendor is solely responsible for its performance and that of any of the Vendor's employees, subcontractors, assistants, including the method, details, and means of performing the services specified herein. Except as otherwise provided herein, the Vendor is solely liable for all costs and expenses associated with the Vendor's performance hereunder and for any and all loss or damages which may be caused or occasioned on account of the Vendor's provision of services pursuant to the Contract, whether the same loss or damages be for personal injury or property damage. The Vendor shall be responsible for providing, at the Vendor's sole expense and in the Vendor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the work contemplated under the Contract. The Vendor shall not be entitled to any benefits, including, without limitation, workers' compensation, deferred compensation, disability insurance, vacation or sick pay from the District. The Vendor acknowledges and agrees that the Vendor's employees shall not be eligible for any District employee benefits and, to the extent the

Vendor's employees otherwise would be eligible for any District employee benefits but for the express terms of the Contract, the Vendor hereby expressly declines to participate in such District employee benefits. Neither the Vendor, nor any partner, agent, or employee of the Vendor, has authority to enter into contracts that bind the District or create obligations on the part of the District without the prior written authorization of the District.

50. Compliance with Laws. The Vendor agrees to comply with all applicable federal, State and local laws and regulations applicable to the Contract.

51. Anti-Discrimination. To the maximum extent permitted by federal, state and any other applicable law, it is the District's policy that in connection with any work under the Contract, there shall be no discrimination against any prospective or active employee engaged in the work due to race, color, ancestry, national origin, sex, sexual orientation, pregnancy, physical or mental disability, marital status, medical condition, age, religion, veteran status, or political affiliation. The Vendor shall abide by all anti-discrimination laws applicable to the Contract, which may include, but not be limited to, the Unruh Civil Rights Act (Civil Code Sections 51, *et seq.*); California Government Code Sections 11135, *et seq.*; California Labor Code Sections 1101, *et seq.*, and 1735; the Federal Civil Rights Act of 1964 (42 U.S.C. Sections 2000e, *et seq.*); the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101, *et seq.*); the Age Discrimination in Employment Act (29 U.S.C. Sections 621, *et seq.*); the Rehabilitation Act of 1973 (29 U.S.C. Sections 701, *et seq.*); Executive Order 11246 entitled "Equal Employment Opportunity"; and all applicable regulations and District policies. The District has provided the foregoing list as a courtesy to the Vendor, and does not represent that the foregoing list is applicable to all District contracts nor an exhaustive list of all anti-discrimination laws applicable to all District contracts. The Vendor is advised to seek independent legal counsel regarding the Vendor's anti-discrimination obligations with respect to the Contract.

52. Choice of Law; Venue. The Contract shall be construed and enforced in accordance with the laws of the State. Any mediation, arbitration, litigation or similar proceeding related to the Contract shall be instituted and conducted in the County.

PART V: MULTIFUNCTION COPIER MINIMUM REQUIREMENTS

All multifunction copiers shall be new with no used or refurbished parts. All copiers shall include options for printing, copying, color scanning, faxing and be email capable. Each Site/Department's copier needs will determine the final equipment configuration of each unit. The OEM shall provide specifications sheets listing all accessories, features, functions and technical requirements of each model copier.

REQUIRED FEATURES

1. Duplexing: Multifunction copiers shall be capable of producing double-sided copies/prints.

2. Paper: Multifunction copiers rated at a speed of approximately **50** prints per minute (ppm) or faster are required to have the capability of printing on stock ranging from 20 lb. bond to 110 lb. index, on sizes letter (8 ½ x 11), legal (8 ½ x 14) and ledger (11 x 17).

3. Labels: Multifunction copiers shall be capable of printing on different types of labels.

4. Finishing: Multifunction copiers shall have full offset stacking and finishing (50 sheet stapling on any corner and booklet) capabilities.

5. Hole Punch: Multifunction copiers shall have 3-hole punch capabilities.

6. Document Feeder: Multifunction copiers 55 ppm shall possess an Automated Document Feeder that has dual scan capability and accommodate 100 sheets of 20 lb. bond paper.

7. Bypass Tray: Multifunction copiers shall have a bypass tray for the purpose of printing on specialized stock.

8. Enlarging: Multifunction copiers shall be capable of enlarging documents in preset increments to a maximum of 200%.

9. Reducing: Multifunction copiers shall be capable of reducing documents in preset increments to a minimum of 25%.

10. Paper Capacity: Multifunction copiers shall have the following paper capacity, using standard 20 lb. copy paper:

- 8½ x 11 paper supply – minimum of 1,000 sheets
- 8½ x 14 paper supply – minimum of 500 sheets

- 11 x 17 paper supply – minimum of 250 sheets (may be an adjustable tray)

11. Cost/Accounting Meter: Multifunction copiers shall have programmable cost center/accounting meters, with a minimum of 50 separate cost centers/meters; the Vendor to specify the number of digits accommodated per accounting code.

12. Network Printing: Multifunction copiers shall be capable of printing from any desktop PC and/or MAC within the District's network using an Ethernet TCP/IP protocol network connection. Identify whether or not network printing is an optional feature and delineate all functions of this feature. If optional, identify all cost (*i.e.*, equipment, software, *etc.*) and technical requirements necessary to the operation of this feature. True adobe postscript driver is preferred. The cost should be incorporated in the lease/maintenance proposed pricing.

13. Network Scanning: Multifunction copiers shall be capable of single touch color scanning to cloud or email. Identify whether or not scanning is an additional feature and delineate all functions of this feature. If optional, identify all cost (*i.e.*, equipment, software, installation, *etc.*) and technical requirements necessary to the operation of this feature. The cost should be incorporated in the lease/maintenance proposed pricing.

14. Wireless Print: Multifunction copiers shall be capable of wireless printing from Chromebooks, iPads, *etc.*

15. Google Integration: Multifunction copiers shall be capable of accessing Google documents and printing directly on the device.

16. Anti-virus Software: All copiers shall be configured with McAfee anti-virus software, or like product and must have built-in Image Overwrite software.

17. Perceived Needs: The quantities and specifications called for in this document are based on perceived needs, but may at the discretion of the District be adjusted as needed in order to meet the District's needs satisfactorily.

18. Price Schedule: Multifunction copiers are needed as Price Schedule A for black and white copier and Price Schedule B for color copier.

19. Delivery: Actual delivery of equipment or services shall be coordinated with the Purchasing Services Department, but the District's objective is to have the installation of the multifunction copier equipment commence on or after December 22, 2017, and be fully installed and operative by January 5, 2018, inclusive of training. The District, as a matter of bid non-responsiveness, may reject bids (regardless of price) that indicate an inability to deliver the product within the specified time.

EXHIBIT "A"

PROPOSAL QUESTIONNAIRE

**RIO SCHOOL DISTRICT
PROPOSAL QUESTIONNAIRE - RFP NO. 17-18-10**

This entire form must be completed. Insert "n/a" or "not applicable" as appropriate. If the entire form is not completed, the firm may be considered "non-responsive" and the proposal may be rejected. The District reserves the right to waive any minor irregularities in the proposals and proposal process, and further reserves the right to reject any and all proposals.

SECTION A: FIRM – BASIC INFORMATION

1. Firm's Official Business Name:

2. Firm's DBA ("doing business as") name, if any:

3. Firm's Physical Address:

4. Firm's Mailing Address (if different than above):

5. Firm's Main Telephone Number:
6. Firm's Main Facsimile Number:
7. Firm's Website Address:
8. Type of Entity (check one box):
 Corporation Partnership Limited Liability Company
 Sole Proprietorship Other (describe):
9. State of formation: _____ Date of formation: _____
10. Firm offices.
 - a. Is the firm local, regional, national or international?
 - b. If the firm is regional, national or international, please list the firm's other office locations:
 - c. If your firm has multiple office locations, please list which office or warehouse will dispatch equipment to the District:
 - d. If your firm has multiple office locations, please list which office will dispatch service and maintenance providers to the District:

- e. If your firm has multiple office locations, please list which office is the corporate headquarters:
11. Is your firm a subsidiary, parent, holding company or affiliate of another company (*i.e.*, one firm owns 50% or more of another company)? Yes No. If yes, please provide the following information:
Company Name:
Address:
Type of entity:
State of formation:
12. Has the firm or any of its principals ever conducted similar services under a different name, license, or certification? Yes No.
If yes, please provide the other firm name, license or certification, and approximate dates of use:
13. Firm certifications and licenses (as applicable to this RFP):

SECTION B: FIRM HISTORY

14. How many years of experience does the firm have in providing services similar to those contemplated in this RFP?
15. Approximately how many California public agency contracts similar to the one contemplated under this RFP has your firm performed in the last five (5) years (including current contracts)?
16. Approximately how many California school district contracts similar to the one contemplated under this RFP has your firm performed in the last five (5) years (including current contracts)?
17. Has your firm ever provided services to the District? Yes No.
If yes, please specify date and type of contract:
18. Describe the firm's mission with respect to providing services to public agencies:

Award/date:

Award/date:

Award/date:

Award/date:

SECTION C: DISPUTE HISTORY

23. At any time during the last five (5) years, has any license or certification held by your firm been suspended or revoked? Yes No
24. At any time during the last five (5) years, has your firm or any firm with which any of your firm's owners, partners or officers are associated received a notice of suspension or forfeiture from the California Secretary of State or the Franchise Tax Board? Yes No
25. At any time during the last five (5) years, was your firm the debtor in a bankruptcy case, whether voluntary or involuntary, or did your firm assign any or all of its assets for the benefit of any creditor, or is your firm currently the debtor in a bankruptcy case? Yes No
26. At any time during the last five (5) years, has your firm received a notice of noncompliance or default from any public agency regarding your work on a project and your firm DID NOT substantially prevail on the matter? Yes No
27. At any time during the last five (5) years, has your firm or any of its principals been involved in arbitration or litigation of any kind relating to a public agency contract? Yes No
28. At any time during the last five (5) years, has your firm been disqualified from submitting proposals or otherwise bidding on public works projects of any kind? Yes No
29. At any time during the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? Yes No
30. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity? Yes No
31. Has your firm or any of its owners, officers or partners ever been the subject of a disciplinary action conducted by a local, state or federal agency, or been convicted of a crime involving any federal, state, or local law? Yes No
32. Has your firm or any of its owners, officers or partners ever been convicted of a crime of fraud, theft, or any other act of dishonesty? Yes No

SECTION D: FINANCIAL INFORMATION

33. Please provide your firm's tax identification number:

34. Please attach your firm's most recent independently reviewed or audited financial statement, and any other information evidencing your firm's financial capacity to perform the anticipated contract. Please label the attachment.
35. At any time during the last ten (10) years, did your firm receive a notice of tax lien from the Internal Revenue Service or the State of California, including, but not limited to, the Employment Development Department; get assessed penalties for failure to properly pay or withhold taxes; become the subject of a State or federal notice of tax levy; or otherwise fail to properly pay or withhold State or federal taxes, and your firm DID NOT prevail on substantially all aspects of this matter?
 Yes No
36. Are there currently any outstanding judgment liens against your firm or any of its property (*i.e.*, a lien created when someone wins a lawsuit against you and records the judgment against your property) or is it reasonably foreseeable that any such judgments or liens will be filed against your firm? Yes No
37. At any time during the last five (5) years, was your firm the subject of any effort to collect delinquent debt in excess of one hundred thousand dollars (\$100,000.00) and your firm DID NOT substantially prevail on such claim? Yes No

SECTION E: CONTRACT REQUIREMENTS

38. Does your firm acknowledge and agree that if awarded the contract, the firm will be required to obtain, at the firm's sole cost and expense, the insurance specified in the General Specifications included in this RFP? Yes No
39. Does your firm acknowledge and agree that if awarded the contract, the firm will be required to execute a contract with the indemnity provisions set forth in the General Specifications? Yes No
40. Does your firm acknowledge and agree that if awarded the contract, the firm will be required to execute the Contract Forms included in this RFP? Yes No
41. Has your firm attached a template equipment lease and maintenance services agreement to your proposal? Yes No
42. Please explain in the space provided below how the firm can assist the District in producing output more quickly, more efficiently, and at less cost to the District:

43. Please explain in the space provided below how the firm can improve the District's environmental impact with respect to copier services:

SECTION F: FIRM'S EMPLOYEES, KEY PERSONNEL AND REPRESENTATIVES

44. Please list the firm's approximate total number of employees:
Please list the firm's approximate total number of local employees:
45. Please provide the requested turnover rates for your firm. Calculate the turnover rate by dividing the number of employees who left by the total number of employees. For international, national or regional firms, please use only local rates. For each calendar year (CY), the voluntary turnover rate (*i.e.*, when the employee chooses to leave) and the involuntary turnover rate (*i.e.*, when the employee leaves due to layoffs or termination of employment by the firm) must equal the total turnover rate. All rates should be in percentages.
- a. Voluntary turnover rate for CY 2016:
Involuntary turnover rate for CY 2016:
Total turnover rate for CY 2016:
- b. Voluntary turnover rate for CY 2015:
Involuntary turnover rate for CY 2015:
Total turnover rate for CY 2015:
- c. Voluntary turnover rate for CY 2014:
Involuntary turnover rate for CY 2014:
Total turnover rate for CY 2014:

- d. For the past five years (CY 2012-2016), what was the firm's average turnover rate for account managers?
46. Please provide the requested information about the key personnel who will be assigned to this contract if the District accepts the firm's proposal. Vendors may, but are not required to, attach profiles of the key personnel.
- a. Name and title:
Years with company: Years of experience:
Direct telephone line:
Email address:
- b. Name and title:
Years with company: Years of experience:
Direct telephone line:
Email address:
- c. Name and title:
Years with company: Years of experience:
Direct telephone line:
Email address:
- d. Name and title:
Years with company: Years of experience:
Direct telephone line:
Email address:
- e. Name and title:
Years with company: Years of experience:
Direct telephone line:
Email address:
47. Describe the firm's professional development and/or education of its key personnel and additional relevant staff.

48. Please provide the requested information for the firm's authorized representatives (at least two representatives authorized to sign contracts on behalf of the firm).

Authorized Representative #1:

Title: Direct telephone #:

Email address:

Authorized Representative #2:

Title: Direct telephone #:

Email address:

SECTION G: REFERENCES

Please provide three customer references for contracts within the last five years. In accordance with the General Specifications, the references must be public agencies within the State and at least one reference must be located in the County. The District prefers references that are public school districts, public community college districts or public universities. Names and contact information must be current.

49. Entity's name:

Address:

Contact person and title:

Telephone number:

Email address:

Approximate contract dates (beginning to end):

Number and type of equipment provided:

Number of years of maintenance services:

50. Entity's Name:

Address:

Contact person and title:

Telephone number:

Email address:

Approximate contract dates (beginning to end):

Number and type of equipment provided:

Number of years of maintenance services:

51. Entity's Name:

Address:

Contact person and title:

Telephone number:

Email address:

Approximate contract dates (beginning to end):

Number and type of equipment provided:

Number of years of maintenance services:

SECTION H: ADDENDA

52. By entering the applicable addendum number in the space provided below, your firm acknowledges that it has received and examined any and all addenda issued in relation to this RFP and is thoroughly familiar with all contents thereof.

Addendum No.:

Addendum No.:

Addendum No.:

Addendum No.:

Addendum No.:

Addendum No.:

SECTION I: AUTHORIZATIONS

53. By submitting this proposal, your firm certifies and declares that (a) the District or its duly-authorized representative is authorized to contact your references, and, in its sole discretion, interview the references for the purposes of verifying and/or further evaluating your qualifications to perform the anticipated contract; (b) the District or its duly-authorized representative is authorized to contact the preparer of your audited or reviewed financial statements to verify the information set forth therein; and (c) your firm acknowledges that the District may search public records, including, but not limited to, Secretary of State records, Franchise Tax Board records, State and federal court records, and UCC records, to verify information set forth in your firm’s proposal.

SECTION J: SIGNATURE

I, the undersigned, certify and declare that I am a duly-authorized representative of the below-named entity; on behalf of the entity, I have read and am familiar with all the answers provided in this Proposal Questionnaire, including, but not limited to, all exhibits attached hereto; the matters stated herein and in the attachments are true to the best of my knowledge and belief; and in the event that any information provided herein becomes inaccurate, false or misleading, I will immediately notify the District and provide updated, accurate information in writing.

Name of Firm

Printed/Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT "B"

PROPOSAL PRICE SCHEDULES

PRICE SCHEDULE A

BLACK & WHITE DIGITAL COPIER

50 COPIES PER MINUTE MINIMUM

Company: _____

Print Bidder Name: _____

Manufacturer: _____ Make/Model: _____

Copies per Minute: _____ Warranty Term: _____

Monthly Duty Cycle: _____ Standard Memory: _____

Recommended Monthly Volume (range): _____

Standard paper Capacity/Drawers: _____

1. Maintenance Agreement
(No min/max quantity)

Cost per Copy \$ _____

2. Copier Lease Pricing
(Meeting all minimum requirements per RFP 17-18-10)

Purchase Price \$ _____ Lease Year \$ _____

3. Additional Accessories*

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

Notes*: _____

*Optional

PRICE SCHEDULE B

COLOR DIGITAL COPIER _____ 50 COPIES PER MINUTE MINIMUM

Company: _____

Print Bidder Name: _____

Manufacturer: _____ Make/Model: _____

Copies per Minute: _____ Warranty Term: _____

Monthly Duty Cycle: _____ Standard Memory: _____

Recommended Monthly Volume (range): _____

Standard paper Capacity/Drawers: _____

4. Maintenance Agreement Color Cost per Copy \$ _____
(No min/max quantity)

5. Copier Lease Pricing Purchase Price \$ _____ Lease Year \$ _____
(Meeting all minimum requirements per RFP 17-18-10 with the additional of color copy/print function)

6. Additional Accessories*

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

_____ Purchase Price \$ _____ Lease Year \$ _____

Notes*: _____

*Optional

SIGNATURE PAGE

**Request for Proposal of Multifunction Copier Equipment and Maintenance Services
RFP 17-18-10**

Bid Opening Date: **October 20, 2017**

Bid Opening Time: **10:00 a.m. PST**

Name of Bidder:

Business Address:

Telephone Number:

Fax Number:

Email Address:

Authorized Official:

Authorized Signature:

Before submitting your proposal, please carefully read the Instructions, General Specifications and Minimum Requirements enclosed in this RFP. Submit all proposals in a sealed envelope in accordance with the Instructions.

EXHIBIT "C"

PROPOSAL FORMS

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned hereby declares:

I am the _____ of _____ the party making the foregoing bid.

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

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

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____ 2017, at _____ (city), _____ (state).

Name of entity submitting proposal

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title of Authorized Representative

**CERTIFICATION REGARDING IRAN CONTRACTING ACT
(Public Contract Code (“PCC”) Sections 2200, et seq.)**

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of the bidder. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the bidder.

2. The appropriate box is checked immediately below and the statement relating to the bidder’s status in regard to the Iran Contracting Act of 2010 (PCC Code Sections 2200, et seq.) following such box is true and correct with respect to the bidder.

Check only one box.

The bidder is not: identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b); or a financial institution that extends, for forty-five (45) days or more, credit in the amount of twenty million dollars (\$20,000,000.00) or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b), if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The District has exempted the bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and or services to be provided pursuant to the Contract.

The maximum total amount payable to the bidder in connection with the Contract, as of the date of this certification, does not exceed one million dollars (\$1,000,000.00).

3. The bidder is aware and acknowledges that in accordance with PCC Section 2205, false certification of this form may result in civil penalties equal to the greater of two hundred fifty thousand dollars (\$250,000.00) or twice the Contract amount, termination of the Contract, and/or ineligibility to bid on contracts for three (3) years.

Name of Bidder

Signature of Bidder’s Authorized Representative

Typed or Printed Name and Title of Bidder’s Authorized Representative

Date

EXHIBIT "D"

REQUIRED CONTRACT FORMS

CERTIFICATION REGARDING WORKERS' COMPENSATION
(Labor Code Section 1861)

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of the Contractor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the Contractor.

2. The Contractor is aware of the provisions of Labor Code Sections 3700, *et seq.*, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code (including, but not limited to, by securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers) and the Contractor shall comply with such provisions before commencing the performance of the work for the contract, and maintain such compliance throughout the entirety of its performance of the work on the contract.

Signature of Contractor's Authorized Representative

Typed or Printed Name of Contractor's Authorized Representative

Title of Contractor's Authorized Representative

Date

CERTIFICATION REGARDING DRUG-FREE AND ALCOHOL-FREE WORKPLACE

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of the Contractor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the Contractor.

2. Pursuant to District Board Policy 4020, no one shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in 21 U.S.C. 81 on any District property, whether before, during, or after school hours. Additionally, in accordance with Government Code Sections 8350, *et seq.*, the Drug-Free Workplace Act of 1990, and Board Policy 4020, the Contractor shall provide a drug-free and alcohol-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of work under the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on work under the contract, the employee agrees to abide by the terms of the statement.

3. The Contractor hereby acknowledges and agrees that, if the District determines that either the certification herein is false, or the Contractor violated this certification by failing to carry out the requirements of Government Code Section 8355 or Board Policy 4020, then the contract awarded to the Contractor shall be subject to termination, suspension of payments, or both, and the Contractor shall be subject to debarment in accordance with the requirements of Government Code Sections 8350, *et seq.*

Name of Contractor

Signature of Contractor's Authorized Representative

Typed or Printed Name and Title of Contractor's Authorized Representative

Date

CERTIFICATION REGARDING TOBACCO-FREE WORKPLACE

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly authorized representative of the Contractor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the Contractor.

2. In accordance with District Board Policy 3513.5 and Administrative Regulation 3513.5, and applicable law, including, but not limited to Health and Safety Code Sections 104420 and 104495, Labor Code Section 6404.5, and 20 U.S.C. 6083, the District prohibits the use of tobacco products at any time on District property. The products prohibited include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products. Additionally, smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within twenty-five (25) feet of any playground, except on a public sidewalk located within twenty-five (25) feet of the playground. Moreover, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. If any person fails to comply with the District's policy on tobacco-free schools, the Superintendent or designee may: (a) direct the person to leave school property; (b) request local law enforcement assistance in removing the person from school premises; and/or (c) prohibit the person from entering District property for a specified period of time.

3. The Contractor shall ensure a tobacco-free workplace at District sites by: (a) providing a copy of the language set forth in Paragraph 2 of this Certification Regarding Tobacco-Free Workplace to each person providing any labor or services on District sites; and (b) enforcing the policy set forth in Paragraph 2 hereof.

Name of Contractor

Signature of Contractor's Authorized Representative

Typed or Printed Name and Title of Contractor's Authorized Representative

Date

CERTIFICATION REGARDING BACKGROUND CHECKS

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

3. I am a duly authorized representative of the Contractor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the Contractor.

4. The Contractor has performed the following:

a. Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to District, pursuant to the contract/purchase order, dated _____, and none of the employees have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively; and

b. Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods: (i) the installation of a physical barrier at the worksite to limit contact with pupils, and (ii) continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Name of Contractor

Signature of Contractor's Authorized Representative

Typed or Printed Name and Title of Contractor's Authorized Representative

Date