



IRVINE UNIFIED SCHOOL DISTRICT

**RFP No. 17/18-04IT
Digital Copiers**

PROPOSAL DEADLINE: June 15, 2018, 12:00 pm

Contact: Michelle Bennett, Purchasing Dept.

Irvine Unified School District

5050 Barranca Parkway, Irvine, California 92604

Telephone: (949) 936-5022 Fax (949) 936-5219

Email: MichelleBennett@iusd.org

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

NOTICE CALLING FOR PROPOSALS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

PROPOSAL DEADLINE: June 15, 2018 at 12:00 pm

PLACE OF RECEIPT: Irvine Unified School District
Purchasing Department
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, California 92604-4652

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming **RFP No. 17/18-04IT, DIGITAL COPIERS**.

Request for Proposal documents can be downloaded at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps> .

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

Any questions regarding the Request for Proposals shall be directed to Michelle Bennett at MichelleBennett@iusd.org, via e-mail **only** by 12:00 pm on June 1, 2018. All responses will be posted on the District's website.

Irvine Unified School District
Governing Board

Publish: Orange County Register – May 22, May 29, 2018

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1. Background and Overview

1.1 Overview

The Irvine Unified School District (“IUSD”, “District”, or “The District”) is comprised of a community of learners, committed to the highest quality educational experience we can envision. IUSD educates a diverse student population numbering over 34,400 (K-12), in one (1) early childhood learning center, twenty-three (23) elementary schools, four (4) K-8 schools, six (6) middle schools, five (5) comprehensive high schools, and one (1) continuation high school. IUSD’s outstanding programs, large size, and rapid enrollment growth make it a standout school district. The District’s strategic initiatives are driven by our mission of enabling all students to become contributing members of society, empowered with the skills, knowledge, and values necessary to meet the challenges of a changing world.

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

1.2 Requested Services

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

- (1) Copiers, maintenance services, and consumable supplies (excluding paper) for most IUSD school sites and District offices under either a forty-eight (48) or sixty (60) month lease/contract term, commencing on or about the Board Approval date defined in the Calendar of Events (no later than October 14, 2018);
- (2) Favorable terms for adding or modifying equipment and equipment locations throughout the term of the contract, with a coterminous end-date to the original lease/contract term end date;
- (3) Direct purchase and delivery of copiers for select new schools and programs;
- (4) Maintenance and consumable supplies (excluding paper) for both leased and newly purchased copiers for the full duration of the lease/contract term;
- (5) Maintenance and consumable supplies (excluding paper) for digital copiers currently in IUSD possession that are not included in our current copier lease agreement with Image 2000 (District-owned and/or leased individually);
- (6) Guarantees for equipment performance and Contractor responsiveness that reflect a high-level of dependability and outstanding service;
- (7) Defined processes for escalation of equipment performance issues and replacement of malfunctioning or undersized equipment from Contractor-owned copier fleet.

- (8) Detailed, timely accounting and invoicing for all costs associated with the leased and purchased equipment, disaggregated by site and account code (the account code for each copier shall be furnished by IUSD at the time of purchase/lease); and,
- (9) Optional: Options for “buying out” remainder of current copier lease agreement and/or maintenance plans to initiate new contract sooner than October 2018. For contractors that choose not to offer a buy-out IUSD will assume current costs associated with these products as the basis in the Grand Total cost calculation described in the Evaluation and Award section of this RFP.

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

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

1.3 Current Environment

Currently, most District copiers are under an existing lease agreement with Image 2000 (expiring October 14, 2018). Additional Kyocera, Canon, Sharp, and Xerox copiers have been acquired by the District to supplement the existing leased Image 2000 equipment. Some of these additional machines are leased outside of the Image 2000 agreement, but most have been purchased and are owned by the District. Details regarding current copiers, including average monthly volume, are provided in Appendix A.

In addition to meeting the needs of IUSD’s current sites and programs, the District desires to enter into an agreement that provides cost-effective flexibility to add services for new sites, and move or change copiers in conjunction with program changes and site changes/modernizations. In response to significant, sustained enrollment growth, the District anticipates opening a new school each year for the next five (5) years.

1.4 Period of Performance

The term of the contract resulting from this RFP shall be either four (4) or five (5) years beginning no later than October 14, 2018. Contractors are requested to provide quotes for both a four-year term and a five-year term. The District will select the proposal that is most advantageous to the District. All specified equipment must be installed and operational no later than October 14, 2018. Due to enrollment growth and program changes, and a small number of machines with different end-lease dates, the District requires the ability to add on services/equipment during the life of the contract by coterminous addendums to the original agreement.

2. Instructions to Contractors

2.1 Proposal Contact and Correspondence

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

Michelle Bennett, Purchasing Department
michellebennett@iusd.org
Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604

There will be no verbal understandings recognized by the District.

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

All RFP documents will be posted on the District website
<https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps> .

2.2 Proposal Deadline and Submission

Proposals must be received no later than **12:00 pm PST on June 15, 2018**.

Contractor to submit:

- (1) Master Bound Hardcopy Proposal
- (3) Additional Bound Hardcopy Proposals
- (1) Electronic Proposal on CD or Flashdrive

Proposal shall be clearly marked: "Response to RFP No. 17/18-04IT, Digital Copiers." Proposal shall be submitted to:

Irvine Unified School District
Purchasing Department
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, California 92604

2.3 Delivery to District

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

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

2.4 Withdrawal, Resubmission or Modification

A Contractor may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to

designated District RFP contact, signed by the Contractor or authorized agent. The Contractor may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

2.5 Calendar of Events

Event	Details	Date
Advertisements - RFP Posting	OC Register & IUSD Website	May 22, 2018 May 29, 2018
Last Day to Submit Questions (RFIs)	MichelleBennett@iusd.org	June 1, 2018 at 12:00 pm
Response to Questions Posted	IUSD Website	June 5, 2018
Proposals Due	5050 Barranca Parkway, Irvine, CA 92604	June 15, 2018 by 12:00 pm
Evaluation and Selection of Finalists		June 18, 2018- July 6, 2018
Board of Education Action		July 10, 2018

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

2.6 Pricing Methodology

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

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

The Pricing Form is divided into the following sections:

- (1) Primary Lease, 48 Month Option: Costs associated with equipment and usage of equipment included for the full term of a forty-eight (48) month lease agreement.
- (2) Primary Lease, 60 Month Option: Costs associated with equipment and usage of equipment included for the full term of a sixty (60) month lease agreement.

*Contractors shall complete both Sections 1 and 2 of the Pricing Form, for both term length options.

- (3) Lease Adjustments: Costs associated with adding, relocating, changing, and/or removing copiers after the initiation of the lease agreement.

- (4) Purchase and Maintenance: Costs to purchase (rather than lease) the equipment and provide maintenance, including all consumable supplies, on the purchased equipment.
- (5) Maintenance Only: Costs to provide maintenance, including all consumable supplies, on District-owned equipment.
- (6) Buy-Out: Costs to “buy-out” leases and/or maintenance agreements from existing Contractors.

IUSD shall select the most advantageous solution for the District. Contractors must submit their proposals on the pricing forms provided in the RFP documents. Requests for clarification or modification to the form must be submitted through the RFI process.

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

2.7 Preparation

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

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

Responses must follow District-prescribed format, including all required forms and response templates. Contractors must include all documents and forms indicated in the Proposal Submission Checklist provided in Appendix B.

2.8 False and Misleading Statements

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

2.9 Request for Information (RFI)

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

2.10 Amendments to the RFP

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

2.11 Limits of the RFP

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

2.12 Public Records Act

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

2.13 Other Agencies' Purchases

Other public agencies in the State of California may purchase identical items of equipment, materials and supplies at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. The District waives its right to require other public agencies to draw their warrants in favor of District as provided in said code sections. Contractor may specify on the "Piggyback Clause" form included in the Required Forms section of this RFP whether the Contractor will permit other public agencies to use the resulting contract, to the extent allowable under the law.

2.14 Examination of RFPs

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

2.15 Signature

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

2.16 Responding Contractors Interested in More Than One RFP

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

3. Evaluation and Award

3.1 General Information

Award will be made to the Contractor offering the most advantageous proposal for digital copiers, maintenance services, and consumable supplies (excluding paper). IUSD shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. All proposals received in response to this RFP will receive a fair and impartial evaluation by the District. In conducting this evaluation, the

District may obtain and use information, in addition to that contained in the proposals, from any source desired. Customers on each Contractor’s reference list will be contacted, as may other customers selected by the District and listed by the Contractor as a reference.

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

3.2 Requirements

Contractors must meet all of the minimum requirements defined in this RFP, including, but not limited to, compliance with performance and licensing requirements, ability to deliver specified services and conformance to the terms and conditions of this RFP, meeting mandatory system requirements, performance expectations, contract requirements and general terms.

Contractors that do not meet the minimum requirements may be disqualified.

3.3 Scoring

The Digital Copiers RFP Process and evaluation components were approved by the Board of Education at the February 13, 2018 School District Board meeting, per Resolution No. 17-18-25.

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

Factor	Weight
Price	40%
Vendor Experience and Ability to Perform	30%
Technology Requirements	30%

Interviews/Contractor Presentations:

The District reserves the right to conduct in-person interviews and/or require formal presentations for all or a portion of the responding Contractors.

Site Visit:

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

Discussions:

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

3.4 Minimum Requirements and Brand Substitutions

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

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

3.5 Samples

Samples may be required. If requested by the District, samples must arrive within five (5) business days at the Contractor’s expense. All samples must be tagged to identify Contractor, RFP number, performance band number, and model name and number. IUSD reserves the right to reject Proposals as non-responsive when any Contractor fails to submit the requested samples. The samples provided shall be the same make and model, with all features and specifications of the equipment quoted by Contractor. If, after testing the equipment, IUSD finds the equipment does not comply with all specifications, the Proposal will be deemed as non-responsive and will not be considered for award. Samples from Contractors who are awarded the contract may be retained for comparison with deliveries. Unsuccessful Contractors may pick-up their samples upon notification from an IUSD representative. If such samples are not picked up within fifteen (15) calendar days after the date of such notice, samples may be disposed of by IUSD. The Contractor hereby assumes all risk of loss or damage to samples regardless of the cause.

3.6 Award

The District intends to award the entire RFP to the one (1) responsible responding Contractor submitting the RFP that is determined to be in the best interest of IUSD. The winning Contractor will be responsible for delivery, installation, maintenance and providing all consumable supplies such as staples and toner (excluding paper) for six (6) classes of plain paper digital office copy machines to the designated sites of the Irvine Unified School District, listed in Appendix A. This single-Contractor point-of-contact will permit IUSD to reduce employee training, facilitate equipment relocation to accommodate maximum efficiency, realize cost savings in Contractor support, expedite the processing of Contractor invoices, standardize equipment throughout different sites, and benefit from equipment upgrades as they become available.

The District will make available to all a Notice of Intent to Award to Contractor. The Award of the RFP will be voted on by the Board of Education at a public meeting. Any Contractor protesting the award of a contract to another Contractor must do so, in writing, within five (5)

days of the Intent to Award posting.

In the event an award is made to a responding Contractor, and such Contractor fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to Contractor, IUSD may award the contract to the Contractor determined to be in the next best interest of IUSD, or release all Contractors.

3.7 Contract and Warranties

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

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

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

4. Implementation Process

4.1 Implementation Process

4.1.1 Initiation

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

4.1.2 Installation

All currently installed machines under the primary lease agreement are expected to be decommissioned prior to October 14, 2018 – the expiration date of the existing contract, or at an earlier date as agreed upon by IUSD and Selected Contractor. The selected Contractor shall begin delivery, staging, and setup of machines as early as one (1) week after Board Approval and contract execution. All initial installations must be complete by October 14, 2018.

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

Access to each site will be coordinated through the District Project representative at least four (4) work-days in advance. A site access schedule and work plan must be submitted and approved by IUSD prior to the contractor arriving onsite.

Contractor must provide all newly installed machines and machines included in the maintenance/service plan, including all machines owned by IUSD and leased outside of the original contract with Image 2000, with a full amount of supplies, including but not limited to drums, belts, process rollers, brushes, filler bags, wiper bags, staples and toner, excluding paper.

4.1.3 Contract Growth and Changes

For added sites and additional leased or purchased equipment: The District will release location(s) or site(s) for upgrade based on the needs of the District and will always be subject to the availability and approval of funding. The District expects to add approximately one (1) new site each school year due to enrollment growth and new school construction. In addition, several IUSD schools will be expanded to house additional students during the life of the contract. Upon approval and funding an authorized representative of the District will request services to the Contractor outlining locations/sites where additional equipment will be needed. Contractor must require no more than thirty (30) days advance notice to provide equipment at a new site. Whether new equipment is purchased or leased, Contractor must include new equipment in the maintenance/service plan under the same terms as equipment originally included in the maintenance/service plan.

4.2 Equipment Performance

The Responding Contractor will supply machines that will regularly and reliably produce, as a minimum, the stated number of copies without excessive malfunctions, breakdowns, or service calls. A high incidence of such problems may result in; 1) **permanent** replacement of individual machines with high incidence of problems, 2) **permanent** replacement of all units of a model **with a high incidence of problems** with **different** models that can produce the required volumes of copies in a more reliable manner, 3) **a finding that the Contractor is in violation of the terms of the Agreement and resulting termination of the Contract, 4) Per diem fines as listed in Section 5, subsection P 1.4.**

4.3 DOJ Clearance

All Contractor personnel working on any District site shall have attained the proper Department of Justice (DOJ) clearance. Contractor must demonstrate this green light clearance for all personnel to IUSD prior to being allowed onsite. Those who are not cleared or are red-lighted are not allowed on the project.

4.4 Interpretation of Plans and Documents

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

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

5. Proposal Format

5.1 General

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

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

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

5.2 Proposal Content and Sequence

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

Part 1. Vendor Experience and Ability to Perform

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

P 1.1 Contractor Background/Qualifications

- 1.1.1 Provide a brief description of Contractor's firm(s), as well as any other firms joining with Contractor to provide services. This description should include a history of the firm(s), number of employees and organizational structure of the firm(s).

- 1.1.2 List and describe the State and Federal licenses, certificates, and/or legal authorizations that Contractor and/or individuals employed by Contractor hold which allow the sale and/or lease of equipment and the performance of maintenance and other services requested in this RFP. The Contractor of award may be required to provide the District with copies of the actual licenses and certificates held.
- 1.1.3 Provide a list of company contacts, with description of their roles and backgrounds that will be assigned to IUSD's implementation and ongoing support. Provide detailed experience information, including experience statements and resumes for the proposed project manager, primary installation contact, billing contact, and the Contractor's proposed primary contact for ongoing maintenance and support for the District.
- 1.1.4 Provide a brief overview of Contractor's technical experience, qualifications, and background in providing and maintaining digital copier equipment for similarly sized customers. Indicate the prior experience of Contractor that is relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience. Proposal should evidence the Contractor's awareness of and support for the unique needs of education clients.
- 1.1.5 Provide evidence of long-term fiscal stability. Artifacts may include fiscal reports or recent audit results that demonstrate consistent and current financial security. Include any third-party finance relationships to furnish the equipment.
- 1.1.6 Provide customer references for at least five (5) K-12 or government organizations of similar size to IUSD currently serviced by the Contractor. At least two (2) of the references must be for customers that have worked with the proposed project manager. Installations should be similar in scope, timeline and technical design to Contractor's Proposal for IUSD. Each reference must include the following information:
 - Organization/Customer Name
 - Name, Title, and Contact Information of an organization contact who has ongoing involvement in installation and maintenance of copier equipment and is knowledgeable about the implementation.
 - List of products and services used by the organization and the length of time those products have been in productive use. (References must be from organizations using the same or similar products and services).
 - Duration of CURRENT Contract with Organization
 - Length of time from contract execution to full implementation for the referenced project.
 - Number of devices returned or replaced during the term of the contract.
 - Number of devices leased by customer from Contractor under the current contract.
 - Number of devices serviced by Contractor under the current contract.
- 1.1.7 Contractor shall not assign this contract or any part thereof without prior written consent of the District.
- 1.1.8 Provide evidence to substantiate the Contractor's ability to deliver, upgrade, and replace equipment in response to IUSD's needs. Evidence could include the size and

location of Contractor-owned fleet of equipment, availability of replacement components, proactive monitoring of copier downtime and other structures to demonstrate the contractor's capacity.

P 1.2 Subcontractors

- 1.2.1 Subcontractor Information: Any subcontractors performing services against this agreement must be fully listed and detailed in the Proposal submitted by Contractor. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities. Contractors and Subcontractors listed must include any third-party finance relationships to furnish the equipment.
- 1.2.2 Subcontractor Oversight/Responsibility: Contractor must agree to bind every subcontractor by the terms and conditions of this agreement, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) work. If Contractor subcontracts any part of this agreement/contract, Contractor shall be fully responsible to the District for acts and omissions of their subcontractor and of persons either directly or indirectly employed by Contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.
- 1.2.3 Single Payee: IUSD shall pay only the named Contractor for the lease, purchase and maintenance fees resulting from this contract. Primary contractor (respondent) must be responsible for payments to all subcontractors and third-parties required to execute the services.

P 1.3 Implementation

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

- 1.3.1 Provide a project plan that allows installation of equipment at all sites to be fully completed no later than October 14, 2018. Assume no work may be performed prior to the Board Approval date specified in the Calendar of Events.
- 1.3.2 Optional: Provide a project plan that includes buyout of the existing fleet. Include specifics about a proposed timeline and financial data. Contractors may refer to Appendix C for details about IUSD's current equipment.
- 1.3.3 Describe Contractor's proposed project approach, including the roles and responsibilities of project team members, required tasks and necessary onsite work. Include a detailed list of District and Contractor responsibilities during the implementation process. Describe how Contractor will work with the existing copier providers to remove current equipment and minimize time between removal and new machine install. Define and explain expectations of IUSD staff, including any requirements related to ordering processes, room readiness, testing and installation.

- 1.3.4 Describe Contractor's expectations for the physical condition of the installation areas. In other words, what does the Contractor define as a "room-ready" or acceptable space for the installation of equipment necessary to deliver the services?
- 1.3.5 Identify the electrical requirements for each copier included in Contractor's response. Contractor must conduct a site survey of each location and identify additional/modified data and electrical needs at least fourteen (14) days in advance of the planned installation date. IUSD will install special electrical receptacles and ensure that the required power supply is available. Electrical requirements are to be no greater than one-hundred twenty (120) volts with twenty (20) Amps on all machine types specified.
- 1.3.6 The new digital copiers shall be installed in locations designated by IUSD project coordinator and tested within one (1) business day of removal of the previous equipment. Should Contractor elect to offer a buy-out option, including summer installation, IUSD may be more flexible on the transition timeline at select locations.
- 1.3.7 Should the awarded Contractor be a new Contractor, the Contractor shall coordinate with the previous contractor to ensure that delivery of new equipment occurs within one (1) day of removal of old equipment.
- 1.3.8 Equipment included in the initial order at existing IUSD sites must be delivered, installed, tested, and ready for staff use no later than October 14, 2018. In the event delays occur exceeding 15 days beyond the scheduled implementation identified in the Contractor's project plan, the Contractor may be subject to liquidated damages to reimburse IUSD for the actual damages the District will sustain. If delay is caused or continued by the Contractor, liquidated damages will apply.
- 1.3.9 All equipment and supplies delivered during the duration of the Contract shall be F.O.B.-Place of Destination-Freight Prepaid to the designated sites throughout Irvine Unified School District. Delivery will be to sites designated on the agreement/amendment and/or District-approved project documents. Delivery charges, fuel surcharges or any additional costs associated with delivery will not be accepted or paid by the District. Tailgate deliveries will be not be accepted. Actual delivery of the products shall be coordinated with the District or the representative(s) designated by the District in accordance with the contract.
- 1.3.10 Upon award of the RFP, Contractor shall keep sufficient stocks of products, supplies and service material to insure prompt delivery, installation, and advance replacement for all newly installed copy machines and those already in IUSD's possession. Prompt delivery shall be determined by the District, but shall not exceed two (2) weeks. There shall be no minimum quantities required in order for the District to place orders for needed items. All items must be delivered and installed in accordance with the timeframes outlined in the Vendor Experience and Ability to Perform section of this RFP.
- 1.3.11 The selected Contractor shall furnish and deliver the quantities designated by the agreement/amendment. All materials, supplies or services furnished under the agreement/amendment shall be in accordance with the District specifications or the sample furnished by Contractor and accepted by the District. Materials or supplies that, in the opinion of the District are not in accordance and conformity with the specifications or equal to the submitted sample, shall be rejected and promptly removed from the District premises at Contractor's expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample

does not comply with the specifications in this RFP and the resulting agreement/amendment(s), Contractor shall pay the cost of such test.

- 1.3.12 All supplies and products delivered to the District shall be in good condition at the time of delivery and are subject to inspection and rejection by the District. The District may return at Contractor's expense any supplies or equipment which fail to meet the conditions of the RFP or fail to perform properly. Such supplies and/ or equipment shall be considered as rejected and shall be promptly replaced by Contractor. No payment shall be required until replacement is complete. Any merchandise damaged in shipment may be refused by the District and may be returned at Contractor's expense. Contractor shall trace any merchandise lost in shipment. Contractor has no more than thirty (30) days to remedy defective or damaged equipment or services that do not meet the requirements outlined in this RFP.
- 1.3.13 Contractor shall provide the IUSD project coordinator a signed delivery receipt showing the model, serial number, site location, and date of delivery within three (3) working days of delivery and installation.
- 1.3.14 Contractor shall provide a full amount of consumable supplies (excluding paper) for all newly installed copy machines and those already in possession of IUSD that are included in the maintenance/Service plan.
- 1.3.15 Contractor shall provide a minimum of one (1) hour training at each copier location. Locations are listed in Appendix A.
- 1.3.16 Contractor's delivery and maintenance employees shall wear distinctive company clothing and display company/employee identification, including the employee photograph and name. All employees who will be on site must have received Department of Justice clearance. All Contractor employees must check in at the administration office of each site prior to any delivery or site work.
- 1.3.17 Contractor shall own its own fleet of digital copiers and shall have additional equipment of the same make and models, with all features and specifications of the equipment quoted by Contractor, available in the event that District requires new or replacement copiers.
- 1.3.18 Contractor must agree to contract language allowing mutual contract termination in whole or in part, in the event that IUSD does not allocate funding for the continuation of this contract or any portion thereof. Both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

P 1.4 Support and Maintenance

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

- 1.4.1 Provide a copy of Contractor's standard Maintenance Agreement (MA) and any additional items necessary to illustrate Contractor's ability to provide the requested services. The MA and supporting documentation must minimally include: the Contractor's staffed service hours and Service Level Agreement (SLA).

- 1.4.2 Contractor shall confirm it will minimally provide maintenance service availability during IUSD working hours, 7:00am to 6:00pm, Monday through Friday, excluding holidays. No overtime charges will be allowed unless authorized by the project coordinator prior to the service being rendered.
- 1.4.3 Describe the process for submitting service requests. Explain how service requests are tracked. Describe how the original requestor as well as centralized District support personnel (IT contact and contract administrator) can view service request history by site, by machine, and by model of machine.
- 1.4.4 Describe how incoming service requests are classified and prioritized. For each classification of requests, provide guaranteed response times, including initial response/acknowledgement of the request, assignment to a team/technician, on-site response time where needed, and other support milestones. Describe the process for accessing support for high-priority requests after hours. Minimum expectations are as follows:
 - Acknowledge all maintenance request calls from any IUSD staff by responding back to the person requesting service within no more than one (1) hour.
 - Maximum allowable on-site response time is four (4) hours after responding back to the person requesting service.
- 1.4.5 Describe issue escalation procedures. List any automated triggers to escalate open issues or emergency support calls. Identify procedure for IUSD to escalate issues through key contacts.
- 1.4.6 Describe the process for replacing a copier that, through IUSD's determination,
 - Has experienced excessive outages or service interruptions (copier is unavailable for more time than the guaranteed uptime in the proposed maintenance agreement);
 - Has required frequent repairs or manual intervention from staff (e.g., frequent paper jams), but outages do not yet violate the terms of the maintenance agreement; or
 - Is experiencing slowness or maintenance issues that may be attributable to the machine being undersized for the site's copier needs.
- 1.4.7 Contractor shall confirm that it will replace a copier that is out of continued service for more than three (3) workdays during a thirty (30) day period with a temporary loaner or permanent replacement machine of the same or better make and model at no cost to District. For clarification, a copier that is not operational shall be considered out of service, even if a required part has been ordered. Additionally, a copier that suffers from repeated, intermittent outages that significantly impact site operations for more than three (3) days in a thirty (30) day window shall be considered out of service. The replacement machine shall be installed and operational within five (5) working days from the original maintenance request call (consecutive non-operational days) or the of third outage (non-consecutive non-operational days). Equipment information concerning both old and new machines shall be forwarded to the IUSD project coordinator within three (3) working days of the exchange.
- 1.4.8 Contractor shall confirm that it will permanently replace any **individual** copy machine with repeated service calls that does not perform to the satisfaction of IUSD at no cost

to the District, and such replacement equipment shall be equal to or better than the original furnished copier. The make and model of the replacement machine shall be subject to the approval of the IUSD project coordinator. The replacement copier must be newly manufactured equipment of the model specified in the RFP or newer unless approved by the IUSD project coordinator. Equipment information concerning both old and new machines shall be forwarded to the IUSD project coordinator within three (3) working days of the exchange.

- 1.4.9 Permanently replace any **band** of copy machine with repeated service calls that does not perform to the satisfaction of IUSD with a different model of copy machine that can produce the required volumes of copies in a more reliable manner at no cost to the District.
- 1.4.10 Describe Contractor's tools and processes for proactively monitoring, maintaining and responding to issues with the fleet. Identify data collected automatically or manually for each copier. Identify what information shall be visible to or provided to IUSD personnel. Provide response time information for typical issues and low supplies. Provide information on defined triggers/thresholds for copier replacement or removal from service for extensive repair.
- 1.4.11 Describe tools available to IUSD school site and centralized personnel to view actual monthly and annual impressions by copier against recommended volume for that model device.
- 1.4.12 Contractor must confirm that its proposal includes full maintenance service and preventative maintenance service for all leased and District-owned copy machines and their components, including, but not limited to drums, belts, process rollers, brushes, filler bags, wiper bags, staples, toner and all labor.
- 1.4.13 Contractor shall not charge the District for copies metered during service calls conducted by the Contractor.
- 1.4.14 Contractor shall not charge for the delivery, installation, and supplies for initially contracted and additional copiers (those included in the original agreement between Contractor and the District and those added at a later date).
- 1.4.15 Contractor shall relocate or remove, upon notification from the project coordinator or designee, an existing copier. The change shall be accomplished by the Responding Contractor within three (3) working days and at no charge to IUSD.
- 1.4.16 In the event that, during the contract period, the model supplied becomes unavailable from the manufacturer due to a model change, Contractor shall furnish a model equal to or better than the original model procured, and apply all terms of this RFP to the new model.
- 1.4.17 Contractor agrees that excessive service calls or continually slow service response times may be deemed default and grounds for contract termination.

P 1.5 Penalty for Non-Performance

- 1.5.1 The Contractor will supply machines that will regularly and reliably produce, as a minimum, the stated number of copies in Section 5.2, subsection 2.15 of this RFP without excessive malfunctions, breakdowns, or service calls. A high incidence of such

problems may result in:

- (1) Temporary replacement of machines that cannot be repaired within three (3) working days.
- (2) Permanent replacement of all individual machines with repeated maintenance calls.
- (3) Permanent replacement of all units of a model with repeated service calls with another model that can produce the required volumes of copies in a more reliable manner.
- (4) The determination that the Contractor is in default and resulting termination of the contract.

1.5.2 If equipment is inoperable for more than three (3) business days, IUSD shall deduct from Contractor's invoice a penalty of One Hundred Dollars (\$100.00) per day for each item of inoperable equipment. For clarification, a copier that is not operational shall be considered inoperable, even if a required part has been ordered. It is understood that these penalties will be assessed in the interest of assuring that IUSD has working equipment at all times. If equipment has been temporarily or permanently replaced with functioning equipment within the three (3) day period no penalties shall be assessed.

P 1.6 Administration

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

- 1.6.1 Provide evidence that the Contractor is an authorized dealer and maintains a qualified staff of technicians that are manufacturer certified, and have a local repair facility within twenty-five (25) miles of IUSD with an inventory of parts at that facility.
- 1.6.2 Provide the location of the nearest local support center that would be responsible for onsite repairs in the event of an outage or other issue. Confirm that all support personnel have been background checked and cleared.
- 1.6.3 Provide a local, dedicated person who will work exclusively with IUSD staff to manage IUSD's copier fleet including, but not limited to, equipment moves, removals, new equipment order, maintenance requests, replacement models, invoices and reports, placements, record keeping, report submissions, service and supply issues. This person should have a local cell phone number that is dedicated to IUSD allowing IUSD project staff to reach him or her immediately and who understands IUSD's business and document needs. He or she should be available within twenty-five (25) miles of IUSD during IUSD's business hours to handle such calls.
- 1.6.4 Contractor designee shall attend in-person meetings to discuss installation progress, service/equipment issues, usage, changes to copier placements, new orders, billing, recommendations for resizing/replacing units, and any additional needs of IUSD staff. Meetings will occur at least:
 - a. Weekly: From the award of the contract until two (2) weeks after the initial phase of installation is complete.

- b. Monthly: For six (6) months following the initial installations.
 - c. Quarterly: Thereafter for the duration of the contract.
- 1.6.5 Contractor shall be responsible for removing all copiers within the final month of the contract as scheduled by the project coordinator, in coordination with the installation of equipment associated with the successor contract at no charge to IUSD.
- 1.6.6 New Sites (newly opened schools/offices due to District growth during the term of the contract) and Additional Equipment for Existing Sites: Outline the process for adding Copiers for new sites to the contract and bringing them online after the initial implementation of IUSD's existing sites, as well as adding additional equipment to existing sites. IUSD anticipates purchasing new equipment for new sites, and adding such new equipment to the service/maintenance agreement with Contractor. IUSD expects that additional sites shall be added as an addendum, and the terms and pricing of the addenda shall be consistent/coterminous with parent agreement. Be specific about the notification requirements and expected timelines. If a site-inspection is required prior to completing the work, include timelines from room-ready site inspection to delivery of the equipment.
- 1.6.7 In the event of site closure, program reduction or declining enrollment at a specific school, IUSD may terminate the lease(s) for copiers located at the impacted site under this clause without penalty. No termination charges shall be charged (including fees for service termination, remaining monthly charges, or any other cost associated with termination). Contractor agrees to remove or relocate the subject equipment at no cost to IUSD. Payment shall be made up to the end of the current month of the cancellation.
- 1.6.8 In the event of re-organization or the temporary or permanent relocation of programs and departments within IUSD, IUSD may terminate the lease(s) of or have Contractor relocate the copiers associated with the affected programs and departments without penalty or any additional costs. Contractor agrees to remove or relocate the subject equipment at no cost to IUSD. Payment shall be made up to the end of the current month of the cancellation.
- 1.6.9 During the period of the contract, IUSD may add additional copiers, reduce the number of copiers, or upgrade/downgrade copiers to a different performance band in response to changes to program needs. These changes will be made at no additional cost to the District. The District will be charged only the new monthly rate for the selected replacement equipment and associated impressions per the RFP Pricing Form. Any limitations to changes, such as minimum or maximum quantities, must be specified on the Responding Contractor's Pricing Form response.

P 1.7 Billing

This section should evidence Contractor's ability to meet District's specialized invoicing requirements, including monthly reports regarding usage for each machine. Please respond to each requirement directly and provide additional documentation as needed to support the Proposal.

- 1.7.1 Contractor shall provide an invoice with a summary of all charges, broken out by school site and copier model/serial number. All charges must be itemized with a clear description, including, but not limited to monthly costs for lease of equipment, monthly

per copy charges broken down by Black and White and Color, overage charges, and one-time lease costs. Invoices must be provided by the 15th of each month and on the 10th in July. (Sample billing form included in Appendix A).

- 1.7.2 Contractor shall manage billing and create invoices in-house. Contractor shall not out-source invoicing to a financial institution or other representative.
- 1.7.3 Contractor shall collect meter reads on a monthly basis and include reads in monthly reports showing actual equipment use (number and type of impressions), compared to recommended machine utilization, and District averages for similar sites and equipment. Report must be disaggregated to site, machine, and access code level. Report must be in Excel and in a format that supports use to assess chargebacks for contracted amounts, excessive use, and/or a proportional share of overages. Reports must be provided by the 15th of the month following the meter read and on the 10th in July. A sample is provided for reference in Appendix A.
- 1.7.4 If monthly reports are not received by IUSD by the 15th of the month following the meter read, IUSD shall deduct from Contractor's invoice a penalty of One Hundred Dollars (\$100.00) per day until the report is received. It is understood that these penalties will be assessed in the interest of assuring that IUSD has necessary information available to administer chargebacks to school sites in a timely manner.
- 1.7.5 IUSD centrally manages the copier contract and charges each site or program for lease costs and per-impression costs. Sites and programs provide a specific account code to IUSD fiscal staff to facilitate monthly chargebacks. Provide sample usage reports and invoices to demonstrate how Contractor can support IUSD accounting and chargeback needs.
- 1.7.6 Provide sample reports that would be available to IUSD technical staff and school site contacts to monitor machine supplies, usage and outages/service interruptions.

Part 2. Technology Requirements

This section should evidence Contractor's ability to meet all technical compliance requirements of the RFP. All equipment and associated services must comply with general requirements and expectations outlined throughout these RFP documents, any subsequent amendments, and posted RFI responses. Equipment proposed in response to each "Performance Band" must be listed in the Pricing Form in Appendix C, and must meet or exceed all specifications outlined in this section except for items listed in the Options section. If items listed in the Options section are not included on the base models of proposed equipment, Contractors must include the cost to supplement the base models of proposed equipment with the necessary equipment to meet the standards list in the Options section. Please respond to each requirement directly and provide additional documentation as needed to support the Proposal.

- 2.1 Equipment quoted by Contractor must be under one (1) brand (a single manufacturer/company). A single manufacturer/brand shall provide for lower overall training costs and streamlined integration and deployment efforts for IUSD staff.
- 2.2 Contractor shall provide copiers that are the manufacturer's newest, most recent series or "generation." Acceptable copiers shall be all "New Equipment" or "Newly Manufactured Equipment." In the event that one (1) of the incumbent contractors is awarded the contract, the existing equipment shall be replaced with new equipment at

- the commencement of the new contract term.
- 2.3 Contractor shall not provide “Remanufactured Equipment,” i.e. equipment that has been factory disassembled to a predetermined standard, then reassembled by using new parts and some used or recycled components. IUSD shall be the first user of the equipment. All items furnished under this RFP shall consist of new and original components.
 - 2.4 All proposed equipment must run the same version of required software, which must be the most recent version of software available.
 - 2.5 Contractor shall submit warranty for each proposed model of equipment. Manufacturer or their agent shall maintain a guarantee that all items delivered under this contract are protected against imperfections of materials and or workmanship during the period of the contract.
 - 2.6 Contractor must ensure that the proposed equipment and setup will be able to adapt and integrate with IUSD’s existing technology/telecommunications infrastructure and within bandwidth constraints at no additional charge. Describe any assumptions related to technical integration, including network bandwidth and configuration requirements.
 - 2.7 Provide an overview of Contractor’s proposed management software solution. Software should minimally include management tool(s) with the following administrative functions: device Identification, device status, administrative reporting, device organization using SNMP community names, remote troubleshooting and installation.
 - 2.8 Proposed print solution must support maintaining an access code list where identified by sites as needed. A school site designee must be able to make simultaneous changes, additions, and/or deletions to the codes on all machines from one (1) remote server/networked computer within the District or provide service to change, add and/or delete access codes to/from all machines within twenty-four (24) hours from IUSD’s request. Describe the process for creating and modifying access code lists.
 - 2.9 All data must be erased from each copier upon the completion or termination of service before leaving any IUSD facility. All data erasures must meet DOD 5220.22-M HDD data overwrite compliance.
 - 2.10 Proposed copiers must support web-based printing from Chromebooks, iPads and approved guest devices on the IUSD network. Describe the level of support and integration with G-Suite/Chromebooks and any additional web-based printing solutions.
 - 2.11 Describe the level of the product integration with Papercut and Contractor’s experience with Papercut deployments.
 - 2.12 Confirm that all copiers can be configured to print a banner page (cover page) to identify print jobs at large sites if desired. The banner page shall minimally include the document name, username of the individual requesting the print job and the number of copies. Confirm that banner pages can be configured to pull banner paper from a different drawer than the print job. Pulling colored paper for the banner page for print jobs allows large sites to easily identify the start of each separate print job.
 - 2.13 Describe available features to reduce print volume. Features may include individual account management, options to require a code entered at the machine to start printing

from the queue, solutions to identify duplicated print jobs or other features included in the devices, management software or through Papercut integration.

- 2.14 Describe document management capabilities, including options to scan directly to Sharepoint (Office 365 and On-Premise), File servers, Office 365 (OneDrive) and G-Suite (Google Drive). Identify any services for reading and categorizing documents electronically to support document management. Include pricing of third-party software or equipment if required.
- 2.15 The following table provides a high level overview of the base requirements for each Performance Band. Listed copier models are provided for informational purposes only. These are meant to aid Contractors in determining the “best fit” model for the identified Performance Band. Contractors are encouraged to submit their independent recommendation for the manufacturer, make, and model of equipment to meet the District needs. All proposed products must be the current model of the manufacturer’s product line in that Performance Band.

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

The Estimated Number of Initial Leased Devices per Band is provided for reference only. The District makes no warranties that it will lease or purchase the number of machines listed within this RFP. Due to enrollment growth and program changes, the District requires the ability to add on services/equipment during the life of the contract by coterminous addendums to the original agreement. Quantity additions or deletions shall be made at the option of IUSD.

Contractor must respond to this section by:

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

Copier Bands and Volumes

Minimum Copier Speed (PPM)	Monthly Print Volume Range	Estimated Initial Number of Leased Devices per Band	Sample Copier Models
Volume Band No. 1 – Black Image			
50	10,000 to 50,000	13	Toshiba e-studio 5008A Canon 6555i Ricoh MP 5055SP Xerox B8055
Volume Band No. 2 – Black Image			
70	50,000 to 100,000	36	Toshiba e-studio 7508A Canon 6575i Ricoh MP 7503 Xerox B8075
Volume Band No. 3 – Black Image			
90	100,000 – 150,000	12	Toshiba e-studio907 Canon 8595i Ricoh MP 9003 Xerox B8090
Volume Band No. 4 – Black and Color			
50 Black / 50 Color	10,000 – 30,000	47	Toshiba e-studio 5005AC Canon C5550i Ricoh C6004ex Xerox C8055
Volume Band No. 5 – Black and Color			
60 Black / 60 Color	30,000 to 50,000	7	Toshiba e-studio 6506AC Canon C5560i Ricoh C6503 Xerox C8070
Volume Band No. 6 – Black and Color			
70 Black / 70 Color	50,000 to 100,000	1	Toshiba e-studio 7506AC Canon C7580i Ricoh C8003 Xerox C8070

*Note: Estimated Initial counts reflect most recent usage only. This is not a guaranteed minimum amount, nor is it guaranteed to be the basis for the hypothetical project that will be used to calculate RFP costs.

PERFORMANCE BAND 1

The following minimum requirements apply to Performance Band 1.

Volume Band One: Black 50 pages per minutes or greater

Minimum Features and Specifications	
Processor	1Ghz
Hard Drive	250GB
Memory	3GB
Speed	50PPM
Copier requirements	
Paper size	Letter/Legal/Ledger
Paper input capacity	1000 sheets (at least one tray with >500 sheet capacity)
Duplex	Automatic
Automatic Document Feeder	100 sheets
Finisher	50-sheet staple
Print requirements	
Printer Language and driver	PCL5, PCL6, PS3, Universal print driver
Connectivity	10/100/1000 Base-T Ethernet
Print resolution	1200x1200 dpi
Operating system and mobile support	Windows 10, Mac OSX 10 AirPrint, Google Cloud Print
Scan requirements	
Scan functionalities	Scan to email (SMTP) Scan to file/folder (SMB)
Scan resolution	600x600 dpi
Scan formats	TIFF, PDF, PDF/A, JPEG, High compression PDF, searchable PDF

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

PERFORMANCE BAND 2

The following minimum requirements apply to Performance Band 2.

Volume Band Two: Black 70 pages per minutes or greater

Minimum Features and Specifications	
Processor	1Ghz
Hard Drive	250GB
Memory	3GB
Speed	70PPM
Copier requirements	
Paper size	Letter/Legal/Ledger
Paper input capacity	3000 sheets (at least one tray with >500 sheet capacity)
Duplex	Automatic
Automatic Document Feeder	100 sheets
Finisher	50-sheet staple
Print requirements	
Printer Language and driver	PCL5, PCL6, PS3, Universal print driver
Connectivity	10/100/1000 Base-T Ethernet
Print resolution	1200x1200 dpi
Operating system and mobile support	Windows 10, Mac OSX 10 AirPrint, Google Cloud Print
Scan requirements	
Scan functionalities	Scan to email (SMTP) Scan to file/folder (SMB)
Scan resolution	600x600 dpi
Scan formats	TIFF, PDF, PDF/A, JPEG, High compression PDF, searchable PDF

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

PERFORMANCE BAND 3

The following minimum requirements apply to Performance Band 3.

Volume Band Three: Black 90 pages per minutes or greater

Minimum Features and Specifications	
Processor	1Ghz
Hard Drive	250GB
Memory	3GB
Speed	90PPM
Copier requirements	
Paper size	Letter/Legal/Ledger
Paper input capacity	4000 sheets (at least one tray with >500 sheet capacity)
Duplex	Automatic
Automatic Document Feeder	100 sheets
Finisher	50-sheet staple
Print requirements	
Printer Language and driver	PCL5, PCL6, PS3, Universal print driver
Connectivity	10/100/1000 Base-T Ethernet
Print resolution	1200x1200 dpi
Operating system and mobile support	Windows 10, Mac OSX 10 AirPrint, Google Cloud Print
Scan requirements	
Scan functionalities	Scan to email (SMTP) Scan to file/folder (SMB)
Scan resolution	600x600 dpi
Scan formats	TIFF, PDF, PDF/A, JPEG, High compression PDF, searchable PDF

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

PERFORMANCE BAND 4

The following minimum requirements apply to Performance Band 4.

Volume Band Four: Color 50 pages per minutes or greater

Minimum Features and Specifications	
Processor	1Ghz
Hard Drive	250GB
Memory	3GB
Speed	50PPM BW and Color
Copier requirements	
Paper size	Letter/Legal/Ledger
Paper input capacity	1000 sheets (at least one tray with >500 sheet capacity)
Duplex	Automatic
Automatic Document Feeder	100 sheets
Finisher	50-sheet staple
Print requirements	
Printer Language and driver	PCL5, PCL6, PS3, Universal print driver
Connectivity	10/100/1000 Base-T Ethernet
Print resolution	1200x1200 dpi
Operating system and mobile support	Windows 10, Mac OSX 10 AirPrint, Google Cloud Print
Scan requirements	
Scan functionalities	Scan to email (SMTP) Scan to file/folder (SMB)
Scan resolution	600x600 dpi
Scan formats	TIFF, PDF, PDF/A, JPEG, High compression PDF, searchable PDF

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

PERFORMANCE BAND 5

The following minimum requirements apply to Performance Band 5.

Volume Band Five: Color 60 pages per minutes or greater

Minimum Features and Specifications	
Processor	1Ghz
Hard Drive	250GB
Memory	3GB
Speed	60PPM BW and Color
Copier requirements	
Paper size	Letter/Legal/Ledger
Paper input capacity	2000 sheets (at least one tray with >500 sheet capacity)
Duplex	Automatic
Automatic Document Feeder	100 sheets
Finisher	50-sheet staple
Print requirements	
Printer Language and driver	PCL5, PCL6, PS3, Universal print driver
Connectivity	10/100/1000 Base-T Ethernet
Print resolution	1200x1200 dpi
Operating system and mobile support	Windows 10, Mac OSX 10 AirPrint, Google Cloud Print
Scan requirements	
Scan functionalities	Scan to email (SMTP) Scan to file/folder (SMB)
Scan resolution	600x600 dpi
Scan formats	TIFF, PDF, PDF/A, JPEG, High compression PDF, searchable PDF

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

PERFORMANCE BAND 6

The following minimum requirements apply to Performance Band 6.

Volume Band Six: Color 70 pages per minutes or greater

Minimum Features and Specifications	
Processor	1Ghz
Hard Drive	250GB
Memory	3GB
Speed	60PPM BW and Color
Copier requirements	
Paper size	Letter/Legal/Ledger
Paper input capacity	3000 sheets (at least one tray with >500 sheet capacity)
Duplex	Automatic
Automatic Document Feeder	100 sheets
Finisher	50-sheet staple
Print requirements	
Printer Language and driver	PCL5, PCL6, PS3, Universal print driver
Connectivity	10/100/1000 Base-T Ethernet
Print resolution	1200x1200 dpi
Operating system and mobile support	Windows 10, Mac OSX 10 AirPrint, Google Cloud Print
Scan requirements	
Scan functionalities	Scan to email (SMTP) Scan to file/folder (SMB)
Scan resolution	600x600 dpi
Scan formats	TIFF, PDF, PDF/A, JPEG, High compression PDF, searchable PDF

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

Part 3: Price

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

- 3.1 Complete Appendix C: Pricing Form.
- 3.2 Contractors may assume either a four (4) year or a five (5) year term for services for existing sites. Contractors shall complete the Pricing Form (Appendix C) for both a four (4) year term option, and a five (5) year term option. Additional copiers may be added throughout the contract. The maintenance associated with those additions is expected to be coterminous with the original term.
- 3.3 Quantities described in the scope of work and hypothetical project are estimated usage for the RFP period. The District reserves the right to lease and purchase more or less of the units specified at the unit cost RFP. Responding Contractor must list any minimum requirements that affect shipments of quantities ordered by the District. Requirements noted by the Responding Contractor, or exceptions to terms contained in this RFP, deemed excessive or restrictive by the District, shall be cause for rejection.
- 3.4 Provide a narrative explanation of the pricing proposal. Describe in detail any limitations of (e.g., length of term, service quantities) that apply to the proposed pricing. Note, limitations or terms that are unfavorable to the District may be cause for rejection of the Proposal.
- 3.5 The District will select the solution that is deemed most beneficial to District. Responding Contractors should minimize or eliminate overage charges through (1) a consistent per-impression charge, and/or (2) flexibility to adjust impression allocations throughout the life of the contract.
- 3.6 Confirm that all costs, including, but not limited to delivery, installation, required equipment, services, parts, labor, maintenance fees, supplies (including staples and toner, but excluding paper), taxes, surcharges and any other anticipated costs to the District have been included on the completed Appendix C: Pricing Form. Taxes may be listed separately as an approximate percentage where appropriate. Costs not identified by the Contractor shall be borne by the Contractor and will not alter the requirements identified in this solicitation.
- 3.7 Sites may be added during the period of performance of this project. All new installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of the agreement resulting from this RFP.
- 3.8 There shall be no termination charges for closed or relocated sites as defined in Section 5.2, Part 1.

- 3.9 During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, IUSD shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. At no time shall the prices charged to IUSD exceed the prices under which the RFP was awarded. IUSD shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Contractor to any other school district or any other state, county, municipal or local government agency in Orange County or other California Counties for the materials/equipment listed on the RFP.
- 3.10 Billing for each digital copier will only begin after the machine is tested and accepted by the District.
- 3.11 Should a new, replacement model of copier become available during the contract term, IUSD and Contractor may agree to substitute the new model for all additional and replaced copiers in that Performance Band for the remainder of the agreement.

Part 4: Exceptions

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

Part 5: Required Forms (Appendix B)

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

- Proposal Submission Checklist
- Purchase Agreement
- Acknowledgment of Amendments to RFP
- Contractor Representation and Certification
- Non-collusion Declaration
- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification on Restrictions on Lobbying
- Piggyback Clause

Part 7: Pricing Form (Appendix C)

Complete the Pricing Forms in Appendix C and insert into Response as Part 7.

Part 8. Required Supplementary Materials

All required forms must be submitted as part of the Contractor's complete proposal on or before the Proposal Deadline specified in the calendar of events. Required Supplementary Materials are listed below.

- Installation Plan
- Sample Contract for Lease terms and Service & Maintenance

- Additional Resources that Support the Proposal
- Optional: Buy-Out Option Pricing and Installation Plan

Part 9: Optional Forms (Appendix D)

Optional Forms are not required to be submitted with the Contractor’s proposal. However, Optional Forms listed below must be submitted by the selected Contractor within ten (10) days of the notification of the District’s Intent to Award. Optional Forms are included in Appendix D of this document and listed below.

- Workers’ Compensation Certificate
- Drug Free Workplace Certification
- Tobacco Use Policy
- Notice to Contractors Regarding Criminal Records Check
- Criminal Records Check Certification by Contractor
- W-9
- Certificate of Liability Insurance, including an Additional Insured Endorsement
- District Standard Agreement (provided in Appendix A)

6. District Rules and General Terms

6.1 Rules and Regulations

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

- 6.1.1 IUSD is a tobacco free school District. IUSD Board Policy 3513.3 prohibits the use of tobacco or tobacco products on any part of the District grounds.
- 6.1.2 All of the City of Irvine's laws relating to hours and noise of construction work must be followed. If Contractor desires to work other than 7:00 am - 6:00pm or dusk (whichever is earlier) Monday through Friday, or 9:00am - 5:00pm Saturday, Contractor must get a waiver from the City.
- 6.1.3 Anyone not directly involved in the scope of work shall not be on the job site, or IUSD property. Contractor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Contractor.
- 6.1.4 No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustical device, etc is allowed on District property.
- 6.1.5 No pets are allowed on District property.
- 6.1.6 Fraternization or other contact with students is strictly forbidden.
- 6.1.7 Any Contractor working on a site where students are present must supply the District with certification that all employees on the project have been finger printed and approved per state law.
- 6.1.8 Contractor shall supply prior to the start of work the following:
 - a. Proof of Workman's Compensation Insurance,
 - b. Liability Insurance in an amount not less than one million dollars each occurrence; two million dollars aggregate. This District must be named as additionally insured.
- 6.1.9 Contractor is required to collect, haul and dispose of all debris, trash and spoilage associated to this project, and to keep all items secured and maintained in a safe manner until properly disposed of.
- 6.1.10 Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project are to be restored to a pristine condition. This includes replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as needed.
- 6.1.11 IUSD has a **Zero Tolerance Policy** that will be enforced towards negative or questionable conduct or behavior.
- 6.1.12 While on the District's property and/or project area there will be **No Fraternizing** by the Contractor's workforce with anyone outside the project's construction forces.
- 6.1.13 Professional and neat appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.

- 6.1.14 Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.
- 6.1.15 **“Cruising” or “Loitering” on IUSD property or job site is not permitted** at any time. When not engaged in official activities as directed by their employer, employees or associates of the Contractor shall leave IUSD property until the next work shift that requires their physical presence on District property.
- 6.1.16 Contractor or its employees or associates are not allowed to be in any area of IUSD’s property that has not been specifically authorized by IUSD or its designee without an official and designated escort.
- 6.1.17 Contractor will remove and replace all furniture and equipment as required. The Contractor will liaison with the appropriate designated representative regarding relocation of any equipment. Note: the greatest care is to be taken in all cases where dealing with IUSD equipment. Any damage is at the Contractor’s expense. Contractor must notify IUSD two (2) days in advance when personal items must be removed or may be affected by the Contractor.
- 6.1.18 Contractor shall maintain the project area in the highest state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Contractor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.
- 6.1.19 Contractor shall indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney’s fees.
- 6.1.20 Contractor, when required by law, and at the request of the District, shall pay prevailing wages.
- 6.1.21 Based on the installation plan supplied to the District for a particular site or sites, the District may require the Contractor to obtain a payment bond, a performance bond, or both.

6.2 Termination

- 6.2.1 Cancellation due to lack of funding: The District reserves the right to cancel this RFP at any time or limit quantities due to insufficient or non-appropriation of funds. No termination liability penalties will apply if funding is denied, reduced, or discontinued, or if moving forward with an agreement resulting from this RFP is not in the best interest of the District.
- 6.2.2 Non-Appropriation: Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.
- 6.2.3 Termination for Cause: The Irvine Unified School District may, by written notice of default terminate the contract issued in whole or in part if:
 - 1) The selected Contractor fails or neglects to perform any of the services listed within

this RFP, the resulting Agreement, and other related documents in the manner and time specified, or if, in the opinion of IUSD, the item(s) provided fail to perform satisfactorily;

2) The winning Contractor fails to perform any of the other provisions of the RFP or contract and does not cure such failure within a period of ten (10) days (or such longer period as IUSD may authorize in writing) after receipt of notice from IUSD specifying such failure.

- 6.2.4 Termination for Contractor's Default: IUSD may terminate this contract for reason of Contractor's default if: (a) a federal or state proceeding for the relief of debtors is undertaken by or against the Contractor, or (b) a receiver or trustee is appointed for the Contractor, or (c) the Contractor makes an assignment for the benefit of its creditors, or (d) the Contractor becomes insolvent, which shall be deemed to have occurred if the Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not the Contractor has committed an act of bankruptcy or is considered insolvent within the meaning of the federal bankruptcy law, or (e) the Contractor breaches any material term or violates any material provision of this RFP or a related Contract and does not cure such breach or violation within ten (10) calendar days after delivery by IUSD of a written "Notice to Cure Deficiency." The rights and remedies of IUSD set forth in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 6.2.5 Termination for Other Reasons: The District may, at any time, with or without cause or reason, terminate this contract. Upon such termination, District shall compensate Contractor for products satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of delivery of products. Notice shall be deemed given after three (3) days and will be effective thirty (30) days thereafter.
- 6.2.6 The parties to the contract shall be excused from performance hereunder during the time and to the extent that they are prevented from performing the services by act of God, fire, strike, loss or shortage of facilities, lockout, commandeering of material products, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that if satisfactorily established, that the nonperformance is not due to the fault or neglect of the party performing.
- 6.2.7 In the event IUSD terminates the contract, in whole or in part, IUSD may acquire equipment, similar to those so terminated from another source and the winning Contractor shall be liable for any excess costs of acquisitions of such similar supplies. The price paid to obtain satisfactory equipment shall be considered the prevailing market price at the time such purchase is made.

Appendix A: Reference Documents

Included in this Section:

1. District Standard Agreement
2. District Sites List
3. Sample Standard Billing Report
4. Current Copier Inventory and Usage
5. List of Copy Machines Currently Owned by The District

District Standard Agreement

This AGREEMENT is hereby entered into this **XX** day of **XXXX, 20XX** between the Irvine Unified School District, hereinafter referred to as “DISTRICT,” and **Contractor’s Name, address, and phone number**, hereinafter referred to as “CONTRACTOR.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. CONTRACTOR shall provide **describe services here** hereinafter referred to as “Services”.

2. Term. CONTRACTOR shall commence providing Services under this AGREEMENT on **month day, 20XX**, and will diligently perform as required and complete performance by **month day, 20XX**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for Services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **amount in words** Dollars (**\$XXXX.00**). DISTRICT shall pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR’S invoice detailing the services rendered.

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

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

6. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials,

equipment, supplies and other items necessary to complete the Services to be provided pursuant to this AGREEMENT, except as follows: **add exceptions here, if any.**

CONTRACTOR's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

7. Originality of Services/Intellectual Property. CONTRACTOR agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by CONTRACTOR to the DISTRICT in connection with the Services set forth in this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such Services. CONTRACTOR further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise submitted by CONTRACTOR to the DISTRICT (hereinafter referred to as "Content") and/or used in connection with the Services set forth in this AGREEMENT, reflect the intellectual property of, and copyright interests held by DISTRICT and shall not be copied or used in whole or in part by CONTRACTOR without DISTRICT's express written permission. CONTRACTOR understands and agrees that all Content produced under this AGREEMENT is the property of DISTRICT and cannot be used without DISTRICT's express written permission. CONTRACTOR acknowledges and agrees that DISTRICT shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the DISTRICT.

8. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for Services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of Services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three (3) days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required Services from another contractor. If the cost to the DISTRICT to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the CONTRACTOR, or no later than three (3) days after the day of mailing, whichever is sooner.

9. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the Services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

10. Insurance. CONTRACTOR shall insure CONTRACTOR's activities in connection with the Services under this AGREEMENT and agrees to carry insurance to ensure CONTRACTOR's ability to adhere to the indemnification requirements under this AGREEMENT.

10.1 CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

a. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000

(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

b. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage.

c. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

d. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT.

e. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

10.2 No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT.

11. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

12. Compliance With Applicable Laws. The Services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, the Services, equipment and personnel engaged in Services covered by this AGREEMENT or accruing out of the performance of such Services.

13. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this AGREEMENT.

14. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this AGREEMENT.

15. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersedes any prior or contemporaneous understanding or AGREEMENT with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

16. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

17. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

District:
Irvine Unified School District
5050 Barranca Parkway

Contractor:
Company Name
Street Address

Irvine, CA 92604
Attn: Asst. Superintendent, Business Services

City, State, Zip
Attn:

19. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Headings. The headings contained in this AGREEMENT are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This AGREEMENT may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the AGREEMENT, and the AGREEMENT shall not be binding on any party until all Parties have signed it.

23. Authorized Signatures. The individual signing this AGREEMENT warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

This AGREEMENT is entered into this XX day of XXXX, 20XX.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____

By: _____

Name: John Fogarty

Name:

Title: Asst. Superintendent, Business Services

Title:

(a Board Authorized IUSD rep. will sign for IUSD) _____

IUSD Board Approved:

Taxpayer Identification Number

*** Criminal Record Check (Fingerprint) may be applicable.**

District Sites List

Existing Elementary Sites

- A. Alderwood Elementary (K-6); 2005 Knollcrest, Irvine, CA 92603
- B. Bonita Canyon Elementary (K-6); 1 Sundance Drive, Irvine, CA 92603
- C. Brywood Elementary (K-6); 1 Westwood, Irvine, CA 92620
- D. Canyon View Elementary (K-6); 12025 Yale Court, Irvine, CA 92620
- E. College Park Elementary (K-6); 3700 Chaparral, Irvine, CA 92606
- F. Culverdale Elementary (K-6); 2 Paseo Westpark, Irvine, CA 92614
- G. Cypress Village Elementary (K-6); 355 Rush Lily, Irvine, CA 92618
- H. Deerfield Elementary (K-6); 2 Deerfield Avenue, Irvine, CA 92604
- I. Eastshore Elementary (K-6); 155 Eastshore, Irvine, CA 92604
- J. Eastwood Elementary (K-6); 99 Meander, Irvine, CA 92620
- K. Greentree Elementary (K-6); 4200 Manzanita, Irvine, CA 92604
- L. Meadow Park Elementary (K-6); 50 Blue Lake South, Irvine, CA 92614
- M. Northwood Elementary (K-6); 28 Carson, Irvine, CA 92620
- N. Oak Creek Elementary (K-6); 1 Dove Creek, Irvine, CA 92618
- O. Portola Springs Elementary (K-6); 12100 Portola Springs, Irvine, CA 92618
- P. Santiago Hills Elementary (K-6); 29 Christamon West, Irvine, CA 92620
- Q. Springbrook Elementary (K-6); 655 Springbrook North, Irvine, CA 92614
- R. Stone Creek Elementary (K-6); 2 Stone Creek, Irvine, CA 92604
- S. Stonegate Elementary (K-6); 100 Honors, Irvine, CA 92620
- T. Turtle Rock Elementary (K-6); 5151 Amalfi Drive, Irvine, CA 92603
- U. University Park Elementary (K-6); 4572 Sandburg Way, Irvine, CA 92612
- V. Westpark Elementary (K-6); 25 San Carlo, Irvine, CA 92614
- W. Woodbury Elementary (K-6); 125 Great Lawn, Irvine, CA 92620

Existing K-8 Sites

- X. Beacon Park School (K-8); 200 Cultivate, Irvine, CA 92618
- Y. Cadence Park School (K-8); 750 Benchmark, Irvine, CA 92618, *Opening August 2018;
- Z. Plaza Vista School (K-8); 670 Paseo Westpark, Irvine, CA 92606
- AA. Vista Verde School (K-8); 6 Federation Way, CA 92603

Existing Middle School Sites

- BB. Jeffrey Trail Middle; 155 Visions, Irvine, CA 92620

- CC. Lakeside Middle; 3 Lemongrass, Irvine, CA 92604
- DD. Rancho San Joaquin Middle; 4861 Michelson Drive, Irvine, CA 92612
- EE. Sierra Vista Middle; 2 Liberty, Irvine, CA 92620
- FF. South Lake Middle; 655 West Yale Loop, Irvine, CA 92614
- GG. Venado Middle; 4 Deerfield Avenue, Irvine, CA 92604

Existing High Schools

- HH. Creekside High; 3387 Barranca Parkway, Irvine, CA 92606
- II. Irvine High; 4321 Walnut Avenue, Irvine, CA 92604
- JJ. Northwood High; 4515 Portola Parkway, Irvine, CA 92620
- KK. Portola High; 1001 Cadence, Irvine, CA 92618
- LL. University High; 4771 Campus Drive, Irvine, CA 92612
- MM. Woodbridge High; 2 Meadowbrook, Irvine, CA 92604

Existing Other Sites

- MM. District Office; 5050 Barranca Parkway, Irvine, CA 92604
- NN. Early Childhood Learning Center; 1 Smoketree, Irvine, CA 92604
- OO. Legacy Creekside; 311 West Yale Loop, Irvine, CA 92604
- PP. El Camino Real (Interim Elementary Site) 4782 Karen Ann Lane, Irvine, CA 92604
- QQ. Network Operations Center (NOC)/Maintenance & Operations; 100 Nightmist, Irvine, CA 92618

Planned Sites – All dates subject to change based on enrollment, new school funding and/or school construction timeline changes.

- RR. Future Loma Ridge Elementary Site (K-6); Opening August 2019; 500 Tomato Springs, Irvine, CA 92618. [Lot 1 of Tract 18041].
- SS. Future Heritage Fields Site 3 (K-8); Opening August 2020; Address TBD in district 5 of Heritage Fields Community.
- TT. Future Los Olivos Site (K-6); Opening August 2021; Address TBD in Los Olivos Community.

Additional sites may be added or deleted without notice during the period of performance of this project.

Site Location Map

The Contractor shall access the existing site location map from the link on the District web site: <https://iusd.org/schools>. Planned site school maps will be made available when location has been finalized.

Sample Standard Monthly Billing Report

STANDARD MONTHLY BILLING REPORT

Winning Consultant COPIER CONTRACT

Effective Date:

Contract:

Account No.:

Invoice:

Invoice Date:

Billing Period:

SITE/ DEPT	ADD RESS	RO OM	MOD EL #	SERIA L #	BUDGET CODE <i>*INPUT BY DISTRICT</i>	MONTH LY CHARGE	TAX	TOTAL	BW COPY TOTAL	PER BW COPY CHARGE	COLOR COPY TOTAL	PER COLOR COPY CHARGE	BW PRINT TOTAL	PER BW PRINT CHARGE	COLOR PRINT TOTAL	PER COLOR PRINT CHARGE	SCAN TOTAL	PER SCAN CHARGE	TAX	TOTAL MACHINE COST	TOTAL COST PER SITE *INPUT BY DISTRICT



Total=
Check
Inter Fund
Intra Fund

Current Copier Inventory and Usage

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

Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
KYOCERA	CS 3051ci	LA73700363	EQ22940	3302
				420
KYOCERA	CS 3051ci	LA74Z02685	EQ27219	21786
				29
KYOCERA	CS 3540idn	LSH4602261	EQ25659	NO LISTING
KYOCERA	CS 4501i	L7N6312086	EQ31269	24519
KYOCERA	CS 4501i	LAC3700131	EQ22850	1816
KYOCERA	CS 4501i	LAC3800267	EQ22993	1262
KYOCERA	CS 4501i	LAC3700137	EQ22985	10517
KYOCERA	CS 4501i	LAC3700094	EQ22839	626
KYOCERA	CS 4501i	LAC3700096	EQ22840	11457
KYOCERA	CS 4501i	LAC3700119	EQ22841	37460
KYOCERA	CS 4501i	LAC3700124	EQ22842	59396
KYOCERA	CS 4501i	LAC3700139	EQ22843	34395
KYOCERA	CS 4501i	LAC3800286	EQ22986	11897
KYOCERA	CS 4501i	LAC3700113	EQ22958	11495
KYOCERA	CS 4501i	LAC3700123	EQ22964	2148
KYOCERA	CS 4501i	LAC3700135	EQ23016	7975
KYOCERA	CS 4501i	LAC4X01739	EQ27170	6446
KYOCERA	CS 4551ci	LA93900299	EQ22953	20461
				2677
KYOCERA	CS 4551ci	LA93900303	EQ22951	5851
				1019
KYOCERA	CS 4551ci	LA94501218	EQ25804	12324
				4109
KYOCERA	CS 4551ci	LA93900241	EQ22967	11188

Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
				2999
KYOCERA	CS 4551ci	LA93700125	EQ22844	2847
				871
KYOCERA	CS 4551ci	LA93700126	EQ22845	3197
				2589
KYOCERA	CS 4551ci	LA93800228	EQ22847	18214
				1866
KYOCERA	CS 4551ci	LA93900297	EQ23014	7638
				3041
KYOCERA	CS 4551ci	LA93700147	EQ22983	4247
				1005
KYOCERA	CS 4551ci	LA93700157	EQ22757	10655
				3178
KYOCERA	CS 4551ci	LA93600078	EQ22941	632
				2474
KYOCERA	CS 4551ci	LA93500018	EQ22942	11962
				22612
KYOCERA	CS 4551ci	LA93700153	EQ22988	6542
				1510
KYOCERA	CS 4551ci	LA93700161	EQ22991	5515
				1240
KYOCERA	CS 4551ci	LA93700155	EQ22992	11228
				1373
KYOCERA	CS 4551ci	LA93900263	EQ22969	3178
				1359
KYOCERA	CS 4551ci	LA94501180	EQ26401	4409
				508
KYOCERA	CS 4551ci	LA93800224	EQ22846	9785
				1111
KYOCERA	CS 4551ci	LA93900292	EQ22848	8466
				1713

Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
KYOCERA	CS 4551ci	LA93900298	EQ22849	25385
				967
KYOCERA	CS 4551ci	LA93900281	EQ22970	4143
				2909
KYOCERA	CS 4551ci	LA93700138	EQ22987	3445
				997
KYOCERA	CS 4551ci	LA93800221	EQ22952	2169
				2942
KYOCERA	CS 4551ci	LA93800211	EQ22959	3526
				2327
KYOCERA	CS 4551ci	LA93800205	EQ22960	1598
				2235
KYOCERA	CS 4551ci	LA93900283	EQ23007	4870
				1544
SHARP	CS 4551ci	LA93800222	EQ23012	14791
				3773
KYOCERA	CS 4551ci	LA93700156	EQ23033	15280
				471
KYOCERA	CS 4551ci	LA93800208	EQ23036	17539
				880
KYOCERA	CS 4551ci	LA94Z01863	EQ28480	29776
				384
KYOCERA	CS 4551ci	LA93900261	EQ22968	5346
				1000
KYOCERA	CS 4551ci	LA93700132	EQ23032	4878
				1854
KYOCERA	CS 4551ci	LA93900302	EQ22984	16953
				886
KYOCERA	CS 4551ci	LA93800230	EQ23013	3485
				600
KYOCERA	CS 4551ci	LA93900282	EQ22989	3275

Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
				1778
KYOCERA	CS 4551ci	LA93700134	EQ23044	5990
				1947
KYOCERA	CS 4551ci	LA93700162	EQ23135	3398
				796
KYOCERA	CS 4551ci	LA93700150	EQ23031	14039
				6060
KYOCERA	CS 4551ci	LA94Z01888	EQ28479	2379
				915
KYOCERA	CS 4551ci	LA93900288	EQ22990	10328
				1415
KYOCERA	CS 4551ci	LA93700133	EQ23059	19115
				3674
KYOCERA	CS 4551ci	LA93700139	EQ23053	10599
				4197
KYOCERA	CS 4551ci	LA93700140	EQ23054	9232
				1866
KYOCERA	CS 4551ci	LA93900300	EQ22971	16849
				3354
KYOCERA	CS 5551ci	L895Y04309	EQ30363	1292
				2560
KYOCERA	CS 6500i	NHG3801038	EQ22949	42827
KYOCERA	CS 6500i	NHG3801033	EQ22950	23059
KYOCERA	CS 6500i	NHG3801021	EQ22974	65020
KYOCERA	CS 6500i	NHG3801027	EQ23008	57150
KYOCERA	CS 6500i	NHG3801017	EQ22837	15536
KYOCERA	CS 6500i	NHG3801004	EQ22853	11090
KYOCERA	CS 6500i	NHG3801016	EQ22854	9178
KYOCERA	CS 6500i	NHG3801008	EQ22979	48817
KYOCERA	CS 6500i	NHG3801026	EQ22981	23926
KYOCERA	CS 6500i	NHG3801009	EQ22980	58382

Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
KYOCERA	CS 6500i	NHG3901047	EQ23010	20929
KYOCERA	CS 6500i	NHG3801003	EQ23028	41124
KYOCERA	CS 6500i	NHG3801018	EQ22973	11217
KYOCERA	CS 6500i	NHG3801015	EQ22972	56954
KYOCERA	CS 6500i	NHG3901054	EQ22976	33098
KYOCERA	CS 6500i	NHG3901055	EQ23043	55023
KYOCERA	CS 6500i	NHG3801005	EQ23009	25038
KYOCERA	CS 6500i	NHG3801025	EQ22982	25562
KYOCERA	CS 6500i	NHG3901045	EQ22975	35942
KYOCERA	CS 6500i	NHG3901059	EQ23042	5961
KYOCERA	CS 6500i	NHG3901062	EQ23030	11687
KYOCERA	CS 6500i	NHG3901065	EQ22977	25303
KYOCERA	CS 6500i	NHG3801012	EQ23011	18499
KYOCERA	CS 6500i	NHG3801022	EQ23039	28284
KYOCERA	CS 6500i	NHG3901058	EQ23051	80665
KYOCERA	CS 6500i	NHG3901061	EQ23147	21814
KYOCERA	CS 6501i	LAG4700403	EQ27058	36485
KYOCERA	CS 6501i	LAG4700369	EQ26008	19649
KYOCERA	CS 6501i	LAG4Y00565	EQ27171	3387
KYOCERA	CS 6501i	L8X6804480	EQ32150	2449
KYOCERA	CS 6501i	LAG6301126	EQ30998	13402
KYOCERA	CS 6501i	LAG6501216	EQ31002	22614
KYOCERA	CS 6501i	LAG4700366	EQ26007	54504
KYOCERA	CS 7002i	VJX7600313	EQ35758	4
KYOCERA	CS 7002i	VJX7600308	EQ35760	35534
SHARP	MX-6240N	2509083X00	EQ22784	10967
				2801
SHARP	MX-6240N	3513343100	EQ23052	18898
				4921
SHARP	MX-6240N	3513341100	EQ23055	13324
				8899

Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
SHARP	MX-6240N	4514299500	EQ25808	7395
				6805
SHARP	MX-6240N	6500074900	EQ32536	605
				620
SHARP	MX-6240N	3513349100	EQ23050	78980
				687
SHARP	MX-6240N	3513338100	EQ23049	14956
				1122
SHARP	MX-M904	3500469900	EQ22935	24656
SHARP	MX-M904	3500488900	EQ23276	28775
SHARP	MX-M904	3500452900	EQ23223	28519
SHARP	MX-M904	3500489900	EQ23275	42957
SHARP	MX-M904	2500285500	EQ23222	74548
SHARP	MX-M904	3500471900	EQ23266	99451
SHARP	MX-M904	3500472900	EQ23224	76428
SHARP	MX-M904	3500441900	EQ23225	57675
SHARP	MX-M904	3500496900	EQ23271	64554
SHARP	MX-M904	3500481900	EQ23149	107650
SHARP	MX-M904	3500475900	EQ23221	157513
SHARP	MX-M904	3500485900	EQ23265	114880
KYOCERA	CS 4551ci	LA94401057	EQ26521	3057
KYOCERA	FS-1135	*Leased outside of master lease agreement		NO METER READ
KYOCERA	FS-1135	*Leased outside of master lease agreement		NO METER READ
KYOCERA	FS-1135	*Leased outside of master lease agreement		NO METER READ
CANON	IRA 8295	KZZ04413 *Leased outside of master lease agreement		216,885

Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
CANON	IRA 6055	HTT12629 *Leased outside of master lease agreement		30,000
IUSD OWNS THE FOLLOWING MACHINES (these machines require monthly maintenance under a new Contractor):				
Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
KYOCERA	CS 4501i	LAC5802599	EQ30766	2566
KYOCERA	CS 4501i	LAC5802638	EQ30769	5563
KYOCERA	CS 4501i	LAC5802597	EQ30765	20450
KYOCERA	CS 4501i	LAC5802607	EQ30767	8263
KYOCERA	CS 4501i	LAC5802626	EQ30768	11922
KYOCERA	CS 4501i	LAC5802718	EQ30770	3067
KYOCERA	CS 4501i	LAC5Y02912	EQ30305	4110
KYOCERA	CS 4501i	LAC5Y02865	EQ30306	198
KYOCERA	CS 4501i	LAC5Y02913	EQ30307	32864
KYOCERA	CS 4501i	LAC5802590	EQ30801	3846
KYOCERA	CS 4501i	LAC5802595	EQ30802	5846
KYOCERA	CS 4501i	LAC5802601	EQ30803	4220
KYOCERA	CS 4501i	LAC5802608	EQ30804	1093
KYOCERA	CS 4501i	LAC5802612	EQ30805	3831
KYOCERA	CS 4501i	LAC5802632	EQ30806	24827
KYOCERA	CS 4501i	LAC5802635	EQ30807	3137
KYOCERA	CS 4501i	LAC5802703	EQ30808	2351
KYOCERA	CS 4501i	LAC5802715	EQ30809	10345
KYOCERA	CS 4501i	LAC4401278	EQ26279	2441
KYOCERA	CS 4551ci	LA95Z02778	EQ30351	5567
				3765
KYOCERA	CS 4551ci	LA95Z02775	EQ30347	3738
				1725

Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
KYOCERA	CS 4551ci	LA94401001	EQ25479	6827
				1424
KYOCERA	CS 4551ci	LA94400996	EQ25480	3117
				507
KYOCERA	CS 4551ci	LA94401011	EQ25481	5288
				771
KYOCERA	CS 4551ci	LA94200662	EQ25482	7053
				1087
KYOCERA	CS 4551ci	LA94401043	EQ25483	6272
				740
KYOCERA	CS 4551ci	LA94200680	EQ25484	5059
				614
KYOCERA	CS 4551ci	LA94200681	EQ25485	1565
				315
KYOCERA	CS 4551ci	LA94300817	EQ25486	3981
				355
KYOCERA	CS 4551ci	LA94Z01869	EQ28111	14482
				6806
KYOCERA	CS 4551ci	LA95902562	EQ30772	7511
				2363
KYOCERA	CS 4551ci	LA94501184	EQ28447	47893
				553
KYOCERA	CS 4551ci	LA94Z01896	EQ28848	65514
				1718
KYOCERA	CS 4551ci	LA95101975	EQ28112	5542
				4838
KYOCERA	CS 4551ci	LA94200744	EQ25456	18926
				307
KYOCERA	CS 4551ci	LA94100517	EQ24518	27932
				232
KYOCERA	CS 4551ci	LA94100535	EQ24521	5342

Copier Make	Copier Model	Serial Number	EQ No.	Average Monthly Copies
				545
KYOCERA	CS 4551ci	LA94200706	EQ25454	13384
				440
KYOCERA	CS 4551ci	LA94200723	EQ25455	3305
				45
KYOCERA	CS 4551ci	LA94701305	EQ28131	6749
				584
KYOCERA	CS 4551ci	LA94Z01870	EQ28132	2487
				647
KYOCERA	CS 4551ci	LA94701300	EQ28133	10328
				165
KYOCERA	CS 4501i	LAC5Y02869	EQ30308	1523
KYOCERA	CS 5002i	VFB6Y00455	EQ33767	689
KYOCERA	CS 5002i	VFB6Y00474	EQ33770	3699
KYOCERA	CS 5002i	VFB6700044	EQ32436	5979
KYOCERA	CS 5002i	VFB6Y00479	EQ33768	1444
KYOCERA	CS 5002i	VFB6Y00475	EQ33771	12239
KYOCERA	CS 5002i	VFB6Y00433	EQ33776	8904
KYOCERA	CS 5002i	VFB6800169	EQ33775	1057
KYOCERA	CS 5052ci	VFF7300683	EQ34623	6672
				4437
SHARP	MX-M904	4500402800	EQ26467	86046
KYOCERA	M-3540idn		EQ25659	NO METER READ
	IRA 8095	GBK01397		23,241

List of Copy Machines Currently Owned by The District

Below is a list of copy machines that the District has purchased. Maintenance services, and consumable supplies (excluding paper) must include these machines under the same terms as copiers leased directly from Contractor, with the exception of price differences as agreed upon by District and Contractor.

Total Types of Machines Purchased	Total
Canon 8095	1
Kyocera CS 4501i	20
Kyocera CS 4551ci	23
Kyocera CS 5002i	7
Kyocera 5052ci	1
Kyocera M-3540idn	1
Sharp MX-6240N	<u>1</u>
	54

Appendix B: Required Forms

PROPOSAL SUBMISSION CHECKLIST

- Cover Page: Company Name, Contact Information
- Part 1: Vendor Experience and Ability to Perform
- Part 2: Technology Requirements
- Part 3: Price
- Part 4: Exceptions
- Part 5: Required Forms (Appendix B)
 - Proposal Submission Checklist
 - Purchase Agreement
 - Acknowledgment of Amendments to RFP
 - Contractor Representation and Certification
 - Noncollusion Declaration
 - Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
 - Certification on Restrictions on Lobbying
 - Piggyback Clause
- Part 6: Pricing Form (Appendix C)
- Part 7: Required Supplementary Materials
 - Installation Plan
 - Sample Contract for Lease terms and Service & Maintenance
 - Additional Resources that Support the Proposal
 - Optional: Buy-Out Option Pricing and Installation Plan
- Part 9: Optional Forms (Appendix D) - *Required of Selected Contractor within ten (10) days of Notice of Intent to Award*
 - Workers' Compensation Certificate
 - Drug Free Workplace Certification
 - Tobacco Use Policy
 - Notice to Contractors Regarding Criminal Records Check
 - Criminal Records Check Certification by Contractor
 - W-9
 - Certificate of Liability Insurance, including an Additional Insured Endorsement

PURCHASE AGREEMENT

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

Name under which business is conducted _____

Business Street Address _____ Tel: _____

City State Zip Code

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

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

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

Corporate Name

Signed _____ Title _____

Signed _____ Title _____

Incorporated under the laws of the State of _____

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

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

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

Amendments

Amendment No.	Date Published	Date Received

By: _____ Date: _____
Signature of Authorized Agent

Name and Title of Authorized Agent: _____

Name of Contractor: _____

CONTRACTOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

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

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

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

Contractor Name: _____

Address: _____

Telephone: _____

FAX: _____

E-Mail: _____

By: _____

Date: _____

Manual signature of Authorized Agent

Printed Name and Title of Authorized Agent:

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

NONCOLLUSION DECLARATION

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL
(Public Contract Code section 7106) The undersigned declares:

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

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

Any person executing this declaration on behalf of a Contractor 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 Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

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

The _____ (title) of _____ (Contractor/Firm Name)

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

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

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

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

THE PRIMARY PARTICIPANT

Firm Name/Principal

Signature and Title of Authorized Official

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf (name of offeror) of _____ that: (Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

PIGGYBACK CLAUSE

Pursuant to Public Contract Code section 20118, other school districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this RFP for the term specified by the Irvine Unified School District.

OPTION GRANTED:

OPTION NOT GRANTED:

By: _____ Date: _____
Manual signature of Authorized Agent

Printed Name and Title of Authorized Agent: _____

Appendix C. Pricing Form

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

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

The Pricing Form is divided into the following sections:

1. Primary Lease, 48 Month Option: Costs associated with equipment and usage of equipment included for the full term of a forty-eight (48) month lease agreement.
2. Primary Lease, 60 Month Option: Costs associated with equipment and usage of equipment included for the full term of a sixty (60) month lease agreement.
3. Lease Adjustments: Costs associated with adding, relocating, changing, and or removing copiers after the initiation of the lease agreement.
4. Purchase and Maintenance: Costs to purchase (rather than lease) the equipment and provide maintenance, including all consumable supplies, on the purchased equipment.
5. Maintenance Only: Costs to provide maintenance, including all consumable supplies, on previously owned equipment (Listed in Appendix A).
6. Buy-Out: –Include costs to “buy-out” leases and/or maintenance agreements from existing Contractors (optional).

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

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

Additional sites may be added or deleted without notice during the period of performance of this project.

PRICING FORM PART 1: PRIMARY LEASE, 48 Month Option

Costs associated with a forty-eight (48) month lease of the specified equipment.

MACHINE AND PER MACHINE IMPRESSION COSTS

Performance Band	Model Name and Number	Monthly Base Price Per Copier	Cost per Copy Price include various pricing for bw and color copy, print and scan
Performance Band 1			
Performance Band 2			
Performance Band 3			
Performance Band 4			Black
			Color
Performance Band 5			Black
			Color
Performance Band 6			Black
			Color

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

OPTIONAL/ADDITIONAL COSTS PER COPIER

Enter costs per month, assuming a forty-eight (48) month term.

Performance Band	Fax Device	Fax to Email/Folder	Wireless (a/b/g/n) Connectivity	Three-Hole Punch Finisher	Extra Tray	Access to Cloud Services (Google Drive, Sharepoint, etc)	Saddle-Stitch Finisher
Performance Band 1	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 2	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 3	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 4	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 5	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 6	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)

(P) Purchase price of equipment

(M) Monthly Lease Price of equipment

OVERAGES

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

Other (Please Describe):

BUY – OUT

- At the conclusion of the forty-eight (48) month term, the District may buy-out the equipment for \$ _____

PRICING FORM PART 2: PRIMARY LEASE, 60 Month Option

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

MACHINE AND PER MACHINE IMPRESSION COSTS

Performance Band	Model Name and Number	Monthly Base Price Per Copier	Cost per Copy Price include various pricing for bw and color copy, print and scan
Performance Band 1			
Performance Band 2			
Performance Band 3			
Performance Band 4			Black
			Color
Performance Band 5			Black
			Color
Performance Band 6			Black
			Color

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

OPTIONAL/ADDITIONAL COSTS PER COPIER

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

Performance Band	Fax Device	Fax to Email/Folder	Wireless (a/b/g/n) Connectivity	Three-Hole Punch Finisher	Extra Tray	Access to Cloud Services (Google Drive, Sharepoint, etc)	Saddle-Stitch Finisher
Performance Band 1	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 2	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 3	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 4	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 5	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 6	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)

(P) Purchase price of equipment

(M) Monthly Lease Price of equipment

OVERAGES

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

Other (Please Describe):

BUY – OUT

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

PRICING FORM PART 3: LEASE ADJUSTMENTS

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

GENERAL TERMS

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

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

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

LEASE ADJUSTMENTS, 48 MONTH TERM

If different rates apply to copiers added after the initiation of the lease, include those on the document below. If Pricing is the same as that listed in Part 1: Primary Lease, please indicate that by writing "N/A" in the table below. Enter costs per month, assuming a forty-eight (48) month term.

Performance Band	Model Name and Number	Monthly Base Price Per Copier		
		Begin After 12 Mo.	Begin After 24 Mo.	Begin After 36 Mo.
Performance Band 1				
Performance Band 2				
Performance Band 3				
Performance Band 4				
Performance Band 5				
Performance Band 6				

LEASE ADJUSTMENTS, 60 MONTH TERM

If different rates apply to copiers added after the initiation of the lease, include those on the document below. If Pricing is the same as that listed in Part 1: Primary Lease, please indicate that by writing “N/A” in the table below. Enter costs per month, assuming a sixty (60) month term.

Performance Band	Model Name and Number	Monthly Base Price Per Copier			
		Begin After 12 Mo.	Begin After 24 Mo.	Begin After 36 Mo.	Begin After 48 Mo.
Performance Band 1					
Performance Band 2					
Performance Band 3					
Performance Band 4					
Performance Band 5					
Performance Band 6					

PRICING FORM PART 4: PURCHASE AND MAINTENANCE

Costs associated with copiers PURCHASED from Contractor by the District during the term of the Contract, and maintained by the Contractor (including all consumables other than paper).

MACHINE AND PER MACHINE IMPRESSION COSTS

Performance Band	Model Name and Number	Purchase Price	Monthly Maintenance Fee	Additional Cost per Copy Price
Performance Band 1				
Performance Band 2				
Performance Band 3				
Performance Band 4				Black
				Color
Performance Band 5				Black
				Color
Performance Band 6				Black
				Color

OPTIONAL/ADDITIONAL COSTS PER PURCHASED COPIER

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

Performance Band	Fax Device	Fax to Email/Folder	Wireless (a/b/g/n) Connectivity	Three-Hole Punch Finisher	Extra Tray	Access to Cloud Services (Google Drive, Sharepoint, etc)	Saddle-Stitch Finisher
Performance Band 1	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 2	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 3	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 4	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 5	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Performance Band 6	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)

(P) Purchase price of equipment

(M) Monthly Lease Price of equipment

OVERAGES

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

Other (Please Describe):

PRICING FORM PART 5: MAINTENANCE ONLY

Costs associated with copiers PREVIOUSLY PURCHASED by the District or LEASED OUTSIDE of the Image 2000 Contract, and maintained by the Contractor (including all consumables other than paper).

MACHINE AND PER MACHINE IMPRESSION COSTS

Model Name and Number	Number Owned/Leased By District	Monthly Maintenance Fee	Additional Cost per Copy Price	Additional Cost per Print Price	Additional Cost per Scan Price	Additional Cost per Fax Price
Kyocera CS 4501i (Purchased)	20					
Kyocera CS 5002i (Purchased)	7					
Sharp MX-M904 (Purchased)	1					
Kyocera CS 5052ci (Purchased)	1		Black	Black	Black	
			Color	Color	Color	
Kyocera CS 4551ci (Purchased)	23		Black	Black	Black	
			Color	Color	Color	
Kyocera FS-1135 (Leased Outside Contract)	3					
Kyocera CS 3540idn (Purchased)	1					
Xerox CQ8700X3 (Leased Outside Contract)	1					
Canon IR 6055 (Leased Outside Contract)	1					
Canon IR 8295 (Leased Outside Contract)	1					
Canon IR 8095 (Purchased)	1					

Note: IUSD may choose to contract for maintenance on all, some or none of the above listed contractors, depending on remaining months under contract, favorability of the Contractor's proposal and the expected usable life of the listed machine.

OPTIONAL/ADDITIONAL COSTS PER COPIER

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

Performance Band	Fax Device	Fax to Email/Folder	Wireless (a/b/g/n) Connectivity	Three-Hole Punch Finisher	Extra Tray	Access to Cloud Services (Google Drive, Sharepoint, etc)	Saddle-Stitch Finisher
Kyocera CS 4501i	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Kyocera CS 5002i	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Sharp MX-M904	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Kyocera CS 5052ci	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Kyocera CS 4551ci	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Kyocera FS-1135	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Kyocera CS 3540idn	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)
Xerox CQ8700X3	(P)	(P)	(P)	(P)	(P)	(P)	(P)
	(M)	(M)	(M)	(M)	(M)	(M)	(M)

OVERAGES

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

 Other (Please Describe):

PRICING FORM PART 6: BUY-OUT

Define options available to the District to incorporate leased equipment listed below in the Contract. Include options for equipment included and not included in the current master agreement with Image 2000 (expiring 10/14/2018). For Contractors that choose not to offer a buy-out and/or maintenance plan, IUSD will assume current costs associated with these products as the basis in the Grand Total cost calculation described in the Evaluation and Award section of this RFP.

For this section, Contractors may use their own form. Contractors must be specific as to whether they are proposing to (1) buy-out the contract and maintain the existing equipment through the end of the new agreement with the Contractor; (2) buy-out the contract and maintain the equipment through the end date specified in this section – then replace it and incorporate it into the master lease agreement; or (3) buy-out the contract and immediately replace the equipment under the new master lease agreement. Contractors must describe in detail any assumptions or conditions associated with this proposal.

Copiers Outside of Master Lease Agreement

Model Nbr	Number Leased	Contract End Date	Approximate Remaining Lease Balance as of 8/1/18:
Kyocera FS-1135	3	3/1/2019	\$385.00
Xerox CQ8700X3	1	10/13/2020	\$2,640.00
Canon IR6055 *Most likely will not be included in buyout	1	Monthly Contract	\$831.00
Canon IR8295 *Most likely will not be included in buyout	1	10/8/2018	\$1,587.00
Total:			\$5,443.00

Copiers Included in Master Lease Agreement

Model	Number Leased	Contract End Date
Kyocera CS 4501i	15	10/14/2018
Kyocera CS 6500i	26	10/14/2018
Sharp MX-M904	13	10/14/2018
Kyocera CS 3051ci	2	10/14/2018
Kyocera CS 4551ci	44	10/14/2018
Sharp MX-6240N	6	10/14/2018
Kyocera 7002i	2	10/14/2018
Kyocera 6501i	7	10/14/2018
Kyocera CS 5551ci	1	10/14/2018
Approximate Remaining Balance as of 8/1/18:		\$44,401.50

PRICING FORM PART 6: ASSUMPTIONS, CONDITIONS, EXPLANATIONS

Note: Pricing proposals or conditions that do not adhere to the terms of this RFP may be rejected as non-responsive.

PRICING FORM ASSUMPTIONS, CONDITIONS AND EXPLANATIONS

Please provide any background information, including assumptions, minimum commitment levels, or other information needed to clarify Contractor's pricing proposal or articulate conditions on the pricing contained herein.

SUPPLIES AND/OR SERVICES NOT INCLUDED IN THE LEASE AND MAINTENANCE PRICE

Detail any supplies and/or services (other than paper) not included in the lease and maintenance prices provided.

Appendix D: Optional Forms

Required only of selected Contractor within ten (10) days of notification of Intent to Award.

- Worker's Compensation Certificate
- Drug Free Workplace Certification
- Tobacco Use Policy
- Notice to Contractors Regarding Criminal Records Check
- Criminal Records Check Certification by Contractor
- W-9
- Certificate of Insurance, Insurance Endorsement and all applicable Insurance Waivers
- District Standard Agreement (provided in Appendix A)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

Name of the Contractor

Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

DRUG FREE WORKPLACE CERTIFICATION

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

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-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 the person's or organization'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. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

I also understand that if the DISTRICT determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature Date

Print Name

Title

TOBACCO USE POLICY

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Contractor

Signature

Date

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK CERTIFICATION BY CONTRACTOR

(AB 1610, 1612 and 2102)

To the Board of Trustees of Irvine Unified School DISTRICT:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
(City) (Date)

Signature

Typed or printed name

Title

Address

Telephone

W-9

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

INSURANCE REQUIREMENTS

Irvine Unified School District Insurance Requirements

All insurers must be duly licensed and admitted by the State of California

Mandatory Requirements (unless District reduces or excludes coverage requirements)

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.
2. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.

Minimum Limits (if required by District)

1. Automobile Liability insurance for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

Additional Insured Endorsement Language

"Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

See sample certificate on the Irvine Unified School District website at www.iusd.org.

Additional Required Documents

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section may be emailed or faxed to Risk Management & Insurance. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

Questions may be directed to Risk Management & Insurance at Insurance@iusd.org.
Email: Insurance@iusd.org Fax: (949) 936-5019

SAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MANDATORY REQUIREMENTS	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER Professional Liability and/or Sexual Abuse/Molestation	MAY BE REQUIRED	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

CERTIFICATE HOLDER Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
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ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY
(INSERT INSURED NAME)

COVERAGE DOCUMENT
(INSERT POLICY NUMBER)

ADMINISTRATOR
(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

Additional Covered Party:

Irvine Unified School District
5050 Barranca Parkway
Irvine, California 92604

Description of Activities:

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature
MUST APPEAR ON THE ENDORSEMENT PAGE

SAMPLE