

Nevada Joint Union High School District
11645 Ridge Rd
Grass Valley, CA 95945

RFP 15-010
REQUEST FOR PROPOSAL
MANAGED PRINT SERVICES,
FLEET COPIER LEASE and
MAINTENANCE SERVICE
for
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Release Date: October 29, 2014

RFP Due Date: November 24, 2014, 11:00 a.m.

RFP Opening: November 24, 2014, 11:00 a.m.

Contract Award: December 10, 2014

NOTICE INVITING PROPOSALS

Notice is hereby given that the Nevada Joint Union High School District (NJUHSD) will accept proposals for the award of contracts for District-Wide Managed Print Services, Fleet Copier Lease and Maintenance Service up to but not later than **11:00 A.M., on November 24th, 2014**

Proposals shall be delivered in sealed envelopes to the district office front desk prior to the November 24, 2014 11:00 A.M. deadline. Envelopes shall be marked "RFP 15-010 – Request for Proposal Managed Print Services, Fleet Copier Lease and Maintenance for Nevada Joint Union High School District" and addressed to:

Bob Lyons, Director of Technology
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
11645 Ridge Road, Grass Valley, CA 95945

Proposals will be publicly opened at **11:00 A.M. November 24th, 2014** at the District Office Conference Room, 11645 Ridge Road, Grass Valley, CA 95945.

No faxed proposals will be accepted.

Each proposal must conform and be responsive to the proposal documents, copies of which may be obtained by calling or emailing:

Bob Lyons, Director of Technology
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
11645 Ridge Road
Grass Valley, CA 95945
Phone 530.273.3351
blyons@njuhsd.com

NJUHSD reserves the right to reject any or all proposals or parts thereof, to be the sole judge of the merits and qualifications of all proposals, to waive any informality in a proposal, not necessarily accept the lowest of any offered and to extend the proposal period. Design, specifications, service, delivery, and quality may be considered in making selections.

Notice to Proposing Entities

Request for Proposal: Managed Print Services Solutions,

Fleet Copier Lease and Maintenance Services

Nevada Joint Union High School District

The Nevada Joint Union High School District (NJUHSD) will replace seven district copiers by the end of 2014. At that time, the District will also establish a new maintenance contract for all networked multi-functional printers and devices. Currently, the District operates 21 monochrome copiers and one color copier on contract, and maintains service and supply contracts for ~75 networked monochrome printer/MFPs and ~20 networked color printer/MFPs.

The District is seeking interested vendors who will submit proposals for providing managed print services (MPS) solutions, and/or fleet copier lease and maintenance services for the entire school district. The District will consider vendors who will provide consistent quality and continuous process improvements for all areas of the District's fleet of multifunctional copy machines and printers throughout the duration of a lease contract for a minimum of three years up to a maximum of five years. The District is particularly interested in vendors who have been awarded government contracts, cooperative purchasing agreements and/or piggybackable contracts. NJUHSD is looking for a supplier with the demonstrated expertise, technology, resources and commitment to perform the comprehensive scope of the pre-determined services as well as the ability to make modifications when necessary, and grow with the District's needs. The ultimate goal is to produce output more quickly, more efficiently and at less cost to the District.

Specific goals for this Request for Proposal (RFP) include cost/value for three year, four year and five year lease contracts, reliability, durability, increased speed and enriched features.

All proposals should be submitted to:

Bob Lyons, Director of Technology
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
11645 Ridge Road, Grass Valley, CA 95945

GENERAL TERMS AND CONDITIONS

Each proposal must be submitted on the RFP form(s) provided with the specifications and contained in a sealed envelope which shall state the following information:

1. RFP 15-010 - NJUHSD Managed Print Services Solutions, Fleet Copier Lease and Maintenance Services
2. Opening Date and Time: November 24, 2014, 11:00 A.M.
3. Name and Address of Respondent

Proposals for the following: 1. managed print services solutions and 2. fleet copier lease and maintenance services, will be awarded separately. All proposals shall be deemed final, conclusive and irrevocable, and once opened, no proposal shall be subject to correction or amendment for any error or miscalculation. No proposal shall be modified, withdrawn, or cancelled after the scheduled due date without the consent of the Board of Education for the Nevada Joint Union High School District. All proposals submitted must be valid for a minimum period of ninety (90) days after the date set for the opening of proposals.

PROPOSAL EVALUATION

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included and properly completed. The company may also provide any and all recommendations for consideration such as installation, maintenance, features to protect the data, both in storage and in transit; removal of devices at lease end including what should happen to the hard drive(s) at end-of-life, erasing all hard-drives and/or removing as appropriate and destruction in a manner acceptable to the District and support and design that is relevant to the total solution of the Nevada Joint Union High School District technology needs.

Evaluation Criteria (not necessarily in order)

1. Costs, including unit prices, cost per print, maintenance contract pricing, labor rates, travel/trip charges, etc. for three-year, four-year and five-year contracts.
2. Proposals utilizing existing cooperative purchasing agreements, government procurement programs or current piggybackable proposals or contracts.
3. Vendor Qualifications, references and experience.
4. Transition/Implementation of devices and services.
5. Training, including plan for training, costs and time.
6. Proposal preparation, thoroughness and responsiveness.

The successful proposing entity will be chosen based upon best value for the district, determined solely at the discretion of the district. The district further reserves the right to reject any or all proposals or to modify the vendor selection process.

RFP Schedule

RFP Posting:	October 29, 2014
Question deadline:	November 14, 2014, 12:00 noon
RFP Closing:	November 24, 2014, 11:00 A.M.
Opening:	At RFP Closing
Approve Proposal:	December 10, 2014

VENDOR REQUIREMENTS, GENERAL INSTRUCTIONS & INFORMATION TO PROPOSERS

All submitted proposals must provide at a minimum, all requested information in this RFP. Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements

Nevada Joint Union High School district reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the request for information, contained in this section.

- 1. PROPOSALS:** Each proposal shall be submitted on forms supplied by the DISTRICT. Each proposal shall conform and be responsive to DISTRICT specifications. **Any portion not included, without prior district approval, could be cause of elimination from the RFP process.** The proposing entity shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form. Any portions of the submitted RFP, which are to be treated by Nevada Joint Union High School district as proprietary and confidential information, must be clearly marked as such.
- 2. DEADLINE FOR RECEIPT OF PROPOSAL:** All sealed proposals shall be delivered to the Business Department any time prior to, but not later than, 11:00 A.M., November 24, 2014. The District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a proposal has been "received" by the District before the specified deadline. Proposals received after the deadline will be rejected and will be returned, unopened to the sender.
- 3. PROPOSAL SUBMISSION REQUIREMENT:** One signed original, one hard copy and one digital copy on CD/DVD/FLASH DRIVE of the proposal must be submitted in a sealed envelope clearly identified on the outside with the proposal name, RFP Number and the company submitting it to **District Office Front Desk, 11645 Ridge Rd Grass Valley, CA 95945 before November 24, 2014, 11:00 A.M., local time.**
- 4. REFERENCES:** Respondent shall supply a list of all school districts in the state of California for whom the respondent is currently providing copier services. Also to be included in the proposal are three to five local market references for whom the respondent has supplied copier services during the past five (5) years (2009-2014)
- 5. CHANGES/CORRECTIONS/ADDENDUMS:** Changes or corrections may be made in the RFP documents after they have been issued and before the due date for receipt of proposals. In such case, a written addendum describing the change or correction will be issued by the District to all respondents of record. Such

addendum shall take precedence of that portion of the documents concerned, and shall become part of the RFP documents. Except in unusual cases, addenda will be issued to reach the respondents at least three (3) days prior to the established date for receipt of proposals.

- 6. TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written in pencil will not be accepted.
- 7. ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
- 8. QUOTE SEPARATELY:** Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.
- 9. ALL COSTS INCLUDED:** All costs must be included in the proposal. The proposing entity shall deliver, install, and provide training for use of new devices. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
- 10. TAXES AND INSURANCE:** All insurance that may be required shall be included in all proposal response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the proposal response quotations as a separate line item.
- 11. SIGNATURE:** The proposal must be signed in the name of the proposing entity and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of said corporation by a duly authorized officer or agent thereof.
- 12. MODIFICATIONS:** Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.
- 13. EXAMINATION OF CONTRACT DOCUMENTS:** proposing entity shall thoroughly examine and be familiar with Specifications. The failure or omission of any proposing entity to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any proposing entity from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.
- 14. ERROR IN PROPOSAL:** Any claim by proposing entity of error in their proposal must be made before proposals are opened, or the claim shall be deemed waived. Any proposing entity may withdraw their proposal at any time before the time at which proposals are due and the Request for Proposals is closed and, having done so, no proposing entity will be permitted to resubmit a proposal.

- 15. WITHDRAWAL OF PROPOSAL:** Any proposing entity may withdraw his proposal by written request. All proposals received by the District shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
- 16. AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
- 17. EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a proposing entity whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the proposing entity's financial resources, his experience and organization available for the performance of the contract.
- 18. ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.
- 19. THE CONTRACT:** The proposer to whom the award is made shall be required to enter into a written contract with the District. These RFP specifications and the proposer's submission will be attached to, and become a part of, the final contract documents. The District makes no commitment in or by virtue of this RFP to purchase anything from any supplier. The receipt of any supplier's quotation shall not place the District under any obligation to award the agreement to that supplier.
- 20. COOPERATIVE CONTRACTS OR CURRENT PIGGYBACKABLE PROPOSAL OR CONTRACT AWARDS:** The District is seeking best value for product and services. Access to current piggyback proposals or contracts, government contracts or cooperative purchasing agreements is desirable.
- 21. PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
- 22. SAMPLES:** Where the proposing entity quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the proposal submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the proposal on the item will not be considered. The sample submitted shall be the exact item the Proposing entity proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
- 23. FEDERAL OR STATE REGULATIONS:** The proposing entity's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
- 24. ASSIGNMENT PROHIBITED:** No contract awarded under this proposal shall be assigned without the approval of the Board of Education.

- 25. PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The proposing entity shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the proposing entity.
- 26. DELIVERY:** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the proposing entity has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the proposing entity delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the proposing entity, as described in this paragraph, shall be paid by the proposing entity or his surety.
- 27. INSPECTION OF ITEMS FURNISHED:** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
- 28. INABILITY TO PERFORM:** In the event that proposing entity is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the proposing entity, the proposing entity shall not be required to deliver or perform, subject to the following requirements:
- a. The proposing entity shall send written notice to the District of the proposing entity's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The proposing entity shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
 - b. The District may cancel the contract or purchase order, entirely or in part.
 - c. The proposing entity shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.
- 29. WARRANTY-PRODUCT:** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyer's normal use.
- 30. EQUAL OPPORTUNITY EMPLOYMENT:** Proposing entity, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

- 31. GOVERNING LAW AND VENUE:** In the event of litigation, the proposal documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Placer County.
- 32. ARBITRATION:** All claims of \$375,000 or less which arise between the proposing entity and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
- 33. PROPOSAL PROTEST.** Any proposal protest by any Proposing entity must be submitted in writing to the District before 11:00 A.M. of the **third (3rd)** business day following proposal opening.
- a. The protest must contain a complete statement of any and all bases for the protest.
 - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - c. The party filing the protest must have actually submitted a proposal. A proposing entity may not rely on the proposal protest submitted by another proposing entity, but must timely pursue his or her own protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other proposing entities or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The proposing entity whose proposal has been protested may submit a written response to the proposal protest. Such response shall be submitted to the District no later than 11:00 A.M., no later than three (3) working days after the deadline for submission of the proposal protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting proposing entity and to all other proposing entities who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this paragraph are mandatory and are each proposing entity's sole and exclusive remedy in the event of proposal protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the proposal protest, including filing a Government Code Claim or legal proceedings.
 - h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.
- 34. RIGHT TO TERMINATE:** District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to proposing entity/Contractor prior to termination.

SPECIFIC CONTRACT TERMS AND CONDITIONS:

1. **PROPOSAL ACCEPTANCE OR REJECTION:** The Board of Education reserves the right to reject any and all proposals/proposals, or any or all items of any proposal/proposal, to accept any proposal of its choice and to enter into any additional negotiations regarding price, scope of work or other terms.
2. **CONTRACT DOCUMENTS:** The contract between the District and Supplier shall consist of the proposal documents and any resulting amendments/addendums, the Supplier's response and a purchase order issued by the District.
3. **CONTRACT TERM:** Proposers shall provide lease options and maintenance agreement proposals for three year, four year and five year contracts. The District will award the term length based on evaluation of proposals and anticipated future needs.
4. **NEW EQUIPMENT:** For purposes of the initial installation, all equipment shall be "New" - defined as those units that have been assembled for first-time use with entirely new components. Supplier shall clearly indicate the build status of the proposed units. To clarify, any equipment that is manufactured using any percentage of used or reprocessed, recycled or reconditioned components would not be considered as "new" per this section. The District shall be the first user of the equipment with no previous placements (ever) on rental or lease or ever placed in a customer location of any kind. New equipment shall be delivered with no more than 500 "set-up" impressions on the meter.
5. **COST PER IMPRESSION CHARGES:** Cost per impression charges shall include all hardware, parts, consumables (supplies, staples, and toner, except paper), maintenance and service, integration fees, administration fees, consoles/stands, installation, freight, delivery, all moving charges required during the contract period, initial and on-going training, board upgrades or software/driver upgrades during the course of the contract and all de-installation costs (including shipping, prepaid insurance and/or special rigging charges) at the end of the contract. All pricing shall be fixed for the term of the contract with no price escalation.
6. **ESTIMATED ANNUAL VOLUMES:** Average monthly volumes at the District's locations vary from site to site and from month to month. The District anticipates volume changes and fluctuations during the course of the contract due to population shifts and implementation of new technology. Therefore, the District will provide Supplier with an aggregate 12-month average copying/printing volume for each year of this contract and, further will require monthly invoices and provisions for annual overage reconciliation to be done at the end of each contract year.
 - a The estimated total annual copying/printing volumes for all multifunctional units installed under this contract is 249,000 monochrome copies and 24,000 color copies for each year of the three, four or five year contracts.
 - b The estimated total annual printing volumes for printers and MFPs monochrome impressions- 1,643,000 and color impressions – 42,000 for each year of the three, four or five year contracts.
 - c Beginning at the first anniversary date of the contract and on each subsequent anniversary date of the contract term, the District shall have the exclusive right to adjust the guaranteed minimum total annual volume for that year up by any necessary percentage or down by a maximum of 10% per year. This will apply to all units installed under the contract.
7. **DELETING/ADDING EQUIPMENT:** The District reserves the right to cancel up to 10% of the total fleet during the term of the agreement with no penalty or cost for removal of equipment. The District also reserves the right to add like kind or better equipment throughout the duration of the agreement. Equipment additions shall have the same total volume requirements as the other like models remaining under contract and shall meet the minimum uptime standards as per the terms and conditions of the

contract for its remaining duration. The cost for adding equipment will be invoiced separately from the originally installed equipment. All equipment added during the term of the resulting contract shall be kept co-terminus with the original contract, regardless of when added.

- a Supplier agrees to act within 30 days to complete the addition or cancellation of equipment. Any additions and/or cancellations during the course of this contract shall not in any way extend the original term of said contract. Equipment additions or cancellations during the course of this contract shall have no effect on the guaranteed minimum annual volume level.

8. **OPTION TO RENEW:** At its sole discretion, the District may exercise an option to renew this contract at the expiration of the determined term on a monthly, quarterly or annual basis for up to two additional years under the same terms and conditions as in the contract. The District will provide written notice at least thirty (30) days prior to the expiration of the contract. **Under no condition will the contract renew automatically.**

9. **CANCELLATION POLICY:** Either party may immediately terminate this contract without penalty upon 90 days written notice to the other if:

- a The other party has breached any provision of this contract and has failed to cure such breach within thirty (30) days of written notice by the other party. Breaches by Supplier shall include, but are not limited to the following items: failure to deliver parts and/or services in a timely manner; failure to submit reports on a timely basis; failure to maintain adequate insurance coverage, unauthorized transfer of responsibilities; failure to utilize the manufacturer's authorized branded and/or authorized parts, supplies or consumables; failure of the products to meet specifications and/or unsatisfactory customer and/or technical service. Upon conclusion of this contract, Supplier agrees to cooperate in an orderly settlement of its account with the District.
- b Supplier agrees to purchase back any and all unused and unopened units of toner from District at the same proposal price that the District originally paid should the contract be terminated.
- c California law provides for cancellation of contracts by the District if funding becomes unavailable for such contracts.

10. TECHNICAL SERVICE AND SUPPORT

- a **Technical Maintenance Support:** The Supplier shall have sufficient management and qualified manufacturer-trained and certified technicians to service all units supplied under the agreement.
- b **Emergency Maintenance/Response Times:** All emergency service required to meet the specifications of this contract shall be provided by Supplier during the District's normal business hours (7:30 a.m. to 4:30 p.m., Monday through Friday)
 - i Within two (2) hours of a remedial service call to the Supplier, a service technician will be required to call the contact at the device location and inform them that he/she has been notified and when she/he will respond to their call. It is the responsibility of the Supplier to provide service within four (4) working hours on-site after a call is placed.

11. **PREVENTIVE MAINTENANCE:** Supplier shall provide, at the minimum, two annual preventive maintenance checks to meet the specifications of this contract, the compensation for which will be included in the pricing schedule.

12. **PARTS/SUPPLY AVAILABILITY:** Supplier shall have in place an inventory and delivery system of parts and consumable supplies in quantities sufficient to serve the requirements of this contract.

13. **REPLACEMENT AND BACK-UP EQUIPMENT:** Replacement devices are defined as device(s) that will be installed to replace a device performing unsatisfactorily and will remain on site for the term of the

contract. All replacement devices shall be new or newly manufactured. Back-up devices (loaners) are defined as device(s) that will be installed on a temporary basis while the malfunctioning device(s) is repaired or until a replacement device(s) is installed. Back-up equipment will be required after a device has been down for two (2) consecutive business days. Back-up equipment will be replaced within 30 days with the original device or a new replacement of equal capabilities and features to the original device. Back-up equipment may not be new.

14. **UNSATISFACTORY EQUIPMENT PERFORMANCE:** Each individual unit installed at any District location under this contract will be required to attain a minimum average of 95% uptime each calendar quarter. Any unit installed under the contract shall be considered “down” under the terms of this contract whenever the Supplier is notified by an authorized representative of the District that (a) image quality becomes unreadable or unacceptable to a District user and/or (b) any one or more of the specific equipment capabilities listed in this contract are not working to the satisfaction of the District. As soon as Supplier is notified of one or both of these conditions, all downtime hours, including, but not limited to, technician response time, lack of parts availability and all technician working time (excluding only working time related to correcting problems caused by District’s willful negligence or Supplier performing scheduled preventive maintenance visits.) Any individual unit that does not meet the required 95% uptime requirement for any two consecutive calendar quarters can be replaced at the discretion of the District within ten (10) business days of notification to Supplier from District for replacement with equipment of the same or better specifications at no additional cost to District.
15. **PRODUCT LITERATURE:** All proposals shall include descriptive and technical literature for each proposed product. Upon award, a detailed operator’s manual shall be furnished with each unit.
16. **OPERATOR TRAINING PROGRAM:** The successful Supplier shall provide **comprehensive training and implementation**. Key operators at each site shall be trained in the removal of miss-feeds, adding supplies and toner, the routine necessary to schedule service and be provided with phone numbers to call, or on-line contact procedures for both routine and emergency situations. The successful Supplier shall outline a plan to address the transition for teachers and staff when they return from Winter Break 2014-15. Throughout the term of the contract, Supplier shall provide additional end-user training a support for teachers and staff of the School district as needed and as requested at no additional charge.
 - a. **Training: Year One – Deployment Phase**
 - i. **User formal training for:**
 - 1 Basic Usage – Copy, print, scan and troubleshoot
 - 2 Intermediate Usage – Copy, print, scan, retrieve and troubleshoot
 - ii. **Technical formal training for:**
 - 1 Technology Services
 - a. Basic and intermediate on Windows 7
 - b. Establishing and maintaining centralized data repository
 - b. **Training: Subsequent years – Support and Maintenance Phase**
 - i. **User formal training for:**
 - 1 Intermediate Usage – Copy, print, scan, retrieve and troubleshoot
 - ii. **Technical formal training for:**
 - 1 Technology Services
 - a. Basic and intermediate on Windows
 - 2 Establishing and maintaining centralized data repository

17. **INSTALLATION:** Installation may begin during the Winter Break 2014-15, commencing December 22,

2014 and shall be completed by January 2, 2015.

- a Supplier is responsible for any damage to the premises of any site as a result of the installation and servicing of equipment specified in the contract and shall repair and restore to the original condition any area so damaged within the time frame designated by the District.

18. LEASE INFORMATION:

- a Vendor must submit lease documents (if required for the vendor's purposes) for legal review as part of the proposal packet
- b Vendor must disclose the leasing partner funding the equipment
- c Lease must have a "Fund-Out" clause
- d Lease must be month-to-month with a renewal clause at the end of the term.

19. INQUIRIES: Deadline for RFP questions will be 10:00am, November 7, 2014. All questions regarding this RFP shall be for clarification purposes only and should be directed to Bob Lyons, blyons@njuhsd.com, with the subject of "**RFP#15-010 question**". All questions must be submitted by e-mail - there will be NO verbal clarifications. All questions and responses will be posted on the district website no later than 12:00 P.M. on November 7, 2014

EXHIBIT A

Device Minimum Specifications

A. All Hardware Minimum Device Specification Requirements

- 50 pages per minute (four monochrome and one color copier), 95 pages per minute (one monochrome copier)
- 2GB RAM with a non-Windows operating system
- Fax board compatible
- Single-pass dual scan color document processor
- Network printing ability (100/1000BASE-T)
- Secure print with PIN code
- Scan to file, scan to e-mail (the District uses Gmail)
- Compatible with print management software
- Transmission resolution of 600 dpi or better
- Paper weights 16 lb bond to 110 cover stock
- Paper sizes 4.5 x 8.5 to 11x17
- Legal paper drawer
- Ledger paper drawer
- Total paper capacity not less than 4000 sheets, including dual 1500 sheet paper decks for 8.5 x 11 paper
- Reduce/enlarge (25% - 400%)
- Duplex transmission & reception
- Finisher/stapler with 65-sheet per set stapling capacity with 3-position stapling
- Two and three hole punch
- 1,000 code account tracking
- Automatic meter read reporting to Proposing entity via connected unit
- Guaranteed driver compatibility to Windows operating systems and Office Suite for 5 years (MS Word 2010 – 2013, and next generation).
- Offset stacking
- Bypass tray for printing on specialized stock
- Automatic document feeder with a minimum capacity of 50 sheets of 20 lb bond paper
- Ability to print from any networked desktop PC
- Duty cycle of 100,000 per month (65 ppm copiers); 150,000 per month (80 ppm copiers)
- In-person training must be provided at each of the sites where the copiers will be located.
- Upon lease termination, the embedded hard drive will be given to the district for destruction. In lieu of hard drive destruction, a data-wipe solution is required to erase data at the end of a copy job.
- Integration with Open Directory and/or Active Directory
- One user name and password to access device and features established by roles (office managers, teachers, etc.)
- Interfaces – keypads and/or keyboards for login to:
 - i. Scan to file
 - ii. Scan to copy
 - iii. Scan to Google-mail

EXHIBIT B

MFP - Printer Information

Equipment specifications listed below are for informational purposes only. The District is interested in procuring an annual maintenance agreement for devices already in place at sites as well as maintaining equipment added to the district networked fleet in the future. Proposal shall include cost per print for monochrome and color impressions based on annual average output. Proposing entity that chooses to provide information for printer equipment swap-out must demonstrate that proposed alternative device specifications meet or exceed specifications for devices currently in use.

MONCHROME PRINTERS MAKE / MODEL	AVERAGE MONTHLY USAGE
HP 400 M401N	381
HP 4250	158
HP 400 M401N	381
HP 4100	1246
HP P2055DN	157
HP 4250	10141
HP 4240	111
HP 4250	1814
HP P3005	1274
HP 4100	2847
HP 4100	111
HP P3010	9
HP 4000	1965
HP 4050	7638
HP P3005	344
HP M1536DNF MFP	2979
HP P3005	13351
HP 5SI	521
HP 4250	5601
HP 400 M401N	4149
HP 5	0
HP 4000	753
HP 4100	1887
HP 4250	4140
HP 4000	232
HP 2100	279
HP P2055DN	1866
HP 2300	93

HP 4250	2902
HP 4100	148
HP 4100	4307
HP 4050	120
HP 4100	2419
HP 2300	400
HP P2055DN	511
HP 4000	93
HP 4050	316
HP 4240	1656
HP 4000	1422
HP P4014	2865
HP 5	0
HP 4250	2432
HP P3010	902
HP 4050	1181
HP 600 M602	32444
HP 4000	214
BROTHER MFC-8460	241
HP P2015	0
BROTHER HL-5250DN	1535
HP P3005	1879
HP P2055DN	1144
HP 4000	1218
HP 600 M602	790
HP P3005	1860
HP 4250	1029
HP 4050	2558
BROTHER HL-5170DN	139
HP 4100	0
HP 2100	0
HP 4200	3889
HP P2055DN	5247
HP 1022N	167
HP P2035N	2707
HP 4050	288
BROTHER HL-2460	241
HP 4100	902
HP 4100	1144
HP 4250	521
HP P3005	325

HP 4250	1898
DELL 1700	325
HP 1022N	382
Total Average monthly usage	149189
COLOR PRINTERS MAKE/MODEL	AVERAGE MONTHLY USAGE
HP 400 M451NW	Black 46
	Color 437
HP CP 2025N	Black 521
	Color 493
HP 2600	Black 65
	Color 0
HP CP1525NW	Black 0
	Color 27
HP CM1415FNW	Black 214
	Color 130
HP 3600	Black 0
	Color 325
HP 2840	Black 344
	Color 27
HP 3800	Black 465
	Color 576
HP 5550	Black 46
	Color 130
HP 400 M451NW	Black 362
	Color 18
HP 2600	Black 37
	Color 660
HP 3600	Black 0
	Color 372
HP CP 2025N	Black 251
	Color 167
HP 2600	Black 0
	Color 129
HP CP2025N	Black 260
	Color 204
HP 2840	Black 334
	Color 176
BROTHER HL 3170 CDW	Black 15

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY PROPOSING ENTITY AND SUBMITTED WITH PROPOSAL

(Public Contract Code Section 7106)

_____, being first duly sworn, deposes and says that he or (name)
she is the _____ of _____ the party making
(Title) (Contractor)

the foregoing proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposing entity has not directly or indirectly induced or solicited any other proposing entity to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposing entity or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the proposing entity has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposing entity or any other proposing entity, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposing entity, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposing entity has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature: _____

Printed Name: _____

Company Name: _____

Address: _____

City, State, ZIP _____

Date: _____

EXECUTION OF OFFER

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT
RFP 15-010 - NJUHSD Managed Print Services Solutions,**

Fleet Copier Lease and Maintenance Services

Proposal Closing Date: November 24, 2014

Proposal Closing Site: Nevada Joint Union High School District, Conference Room

To: Assistant Superintendent Business Services

- 1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposing entities, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned proposing entity having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposed and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.
- 2) This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
- 3) Proposing entity shall complete and sign the provided Non-collusion Affidavit and include it with proposal response.

Name of Firm _____

Address _____

_____, (name), the _____ (title),

of the proposing entity, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the proposing entity in connection with RFP 15-010 - NJUHSD Managed Print Services Solutions, Fleet Copier Lease and Maintenance Services, and all the representations herein made, are true and correct.

Executed this _____ day of _____, 20____ at _____ (county).

Signature _____

Telephone _____

Email address _____

END OF PROPOSAL FORM, TERMS AND CONDITIONS
