

**Grass Valley School District
10840 Gilmore Way
Grass Valley, CA 95945
530-273-4483**

BID DOCUMENTS

**BID # 21-022
Digital Copiers, All Inclusive Service and Supply, Related Software
5 Year Term with Purchase and Lease Options**

Bid submission deadline: January 14, 2022 at 2:00pm

To: Prospective Bidders

** * * ATTENTION: Please review this document as soon as you receive it. * * **

Please immediately review our "Bid Process Timeline" in the Information for Bidders - Specific section, Page 3 of this document.

Any requests for interpretation or corrections must be made in accordance with the Terms and Conditions – Materials Specification section, "Item 8 - Interpretation of Documents" and according to the "Bid Process Timeline".

The District reserves the right to reject any bid which imposes conditions or terms on purchases of the goods and/or services which were not specified in the original Request for Bids document.

If you wish to bid, your completed bid must be returned in a sealed envelope no later than the **Bid Opening Date and Time** as stated above and in the Notice to Bidders.

If you have any questions regarding the bid requirements or timeline, please contact Andrew Langdon at 530-575-5664 or alangdon@gvdsd.us

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BID RESPONSE TEMPLATES

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Grass Valley School District, acting by and through its Governing Board, hereinafter referred to as the "District", will receive up to, but not later than 2:00 PM on the 14th day of January, 2022, sealed bids for the award of a contract for:

BID # 21-022 Digital Copiers, All Inclusive Service and Supply, Related Software 3 or 5 Year Term with Purchase and Lease Options

Such bids shall be received in the Technology Department, Grass Valley School District, 10840 Gilmore Way, Grass Valley, CA 95945, and shall be opened and publicly read aloud at the above stated time and place.

Any bid received after the stated date and time will not be considered. Bids submitted and participation by interested bidders in the process shall be at no cost or obligation to the District.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, the Plans, if any, and all other documents comprising the pertinent bid documents.

The District reserves the right to reject any or all bids, to accept or to reject any one or more items on a bid, or to waive any irregularities or informalities in the bids or in the bidding process. "The District may award a contract according to the State of California Education Code Section, 20118.1. The governing board of any school District may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate".

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

Publication Dates:
December 24, 2021
January 7, 2022

INFORMATION FOR BIDDERS – Specific

The following information is specific to this Bid/Contract.

- BID PROCESS TIMELINE:** The following is the estimated timeline for bid submittals and the bid evaluation and selection process:

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
<p>January 7, 2022 4:00 P.M.</p>	<p>Deadline for bidders to submit their requests for interpretation of bid documents to;</p> <p align="center">Andrew Langdon Coordinator of Technology and Information Systems Grass Valley School District by email: alangdon@gvsd.us</p>
<p>January 10, 2022 5:00 P.M.</p>	<p>Deadline for District to issue Addenda</p> <p>Note: Bidders are ultimately responsible for checking the District’s website promptly after this deadline to ensure that they are aware of any and all addenda to this bid. If the District needed to extend this addenda deadline, the District would first issue/post an addendum to officially extend the addenda deadline.</p>
<p>January 14, 2022 2:00 P.M.</p>	<p>BID OPENING DATE AND TIME (BID SUBMITTAL DEADLINE). Bids must be received no later than January 14, 2021 at 2:00 P.M. Pacific Time:</p> <p align="center">Grass Valley School District Technology Department 10840 Gilmore Way, Grass Valley, CA 95945 530-575-5664 alangdon@gvsd.us</p> <p>(See following Item # 11 (PAGE 4) “DELIVERING THE BID” for bid submission requirements, envelope labeling instructions.</p>
<p>February 9, 2022</p>	<p>Anticipated Board Award of Bid</p>

- PERIOD OF CONTRACT:** Refer to the Bid Response Templates.
- BACKGROUND INFORMATION:** Grass Valley School District is a small, K-8 school district in the U.S. state of California, serving 1,700 students. The district comprises K-4 schools, middle schools serving

grades 5-8, and a K-8 expeditionary charter school. In addition, the district has a child development and preschool program.

4. **REFERENCES:** Bidders are required to complete the "References" sheet as part of their bid submittal. Bidder must be able to present evidence of satisfactory experience providing similar goods and/or services as those specified in this Request for Bid.
5. **SUBCONTRACTORS LIST:** Bidders are required to complete the "Designation of Subcontractors" Form as part of their bid submittal.
6. **VENDOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of Labor Code, Vendor shall secure the payment of compensation to his/her employees. Vendor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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." The form of such certificate is included as a part of the bid documents. Each bidder shall sign the certificate and submit it with his/her sealed bid.
7. **DELIVERING THE BID:** The Bidder is ultimately responsible for the timely submittal of the Bidder's Bid Package. All packages must be clearly addressed to the location or email shown in Item # 1 above. **To ensure that the bid package remains sealed until the bid opening date and time, clearly indicate the Bid # 21-022 in the subject of the email, on the outside of the package or, at a minimum, on the sealed envelope that may be placed inside of the mailing package or carton.**
8. **DESCRIPTION OF SERVICES:**

Component One includes **11 or 12 digital copiers** ranging in minimum requirements from 45 PPM to 125 PPM.

See Section 4 of the Bid Documents for volume, minimum requirements and specified capabilities.

Component Two is the service and supply requirements for each of the Component One machines.

Each bidder of component one must choose to respond to all service and supply requirements in component two.

Characteristics of the existing departmental digital copiers are as follows:

The current combined average volume of the 10 machines and various printers is about **275,000** impressions/prints on a monthly basis. The average usage for each location is included in Section 4.

All machines are connected to the District network and the District intends to have all copiers connected moving forward. The amount of volume that is distributed between printed impressions and those that are identified as walk up copy impressions varies from site to site.

Methodologies for tracking impressions currently are not being deployed District wide. Some sites are managing usage by means of PIN codes while others are not. Some sites limit quantities for District supported paper supplies to each user.

Most all machines are currently equipped with floor model finishing, hole punch and scan to email capabilities. Most do not function for fax but this is something the district is interested in exploring. Paper drawer options vary from four drawers and up.

Paper stocks used range from 20lb to various weights of cardstock up to 12pt gloss.

11. **METHOD OF BID EVALUATION AND CONTRACT AWARD:** Since this bid is for data processing equipment and related services, the following California Law applies to the method of contract award:

The District may award a contract according to the State of California Education Code Section 20118.1. The governing board of any school District may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both electronic data-processing systems and supporting software in any manner the board deems appropriate.

IMPORTANT: The awarded vendor must supply all required items they bid. Refer to “Terms & Conditions – Material Specifications” Section following for further explanation.

The District will proceed to evaluate all submitted bids as follows:

- **Step I:** The Technology Department will review each Bidder’s Bid Package to ensure that all required forms have been submitted and are complete and signed as required. Bidders whose Bid Sheets indicate that they meet specifications and whose Bid Package is complete shall be deemed “responsive” in this initial phase. Bid packages from bidders who are not deemed “responsive” shall be eliminated from further consideration by the District.
- **Step II:** The Technology Department will review each initially responsive Bidder’s Sealed Bid Responses for the basic requirements as indicated on Bid Response Templates. The three lowest responsive bids for Components 1 & 2 will be selected by the total cost of the chosen acquisition alternative, lease or cash, for the Basic Unit Minimum Specifications and any selected options combined with the total service and supply cost (based on 8.5 x 11 images) for a five year period of time (inclusive of any stated increases for service and supplies) to be calculated on the average monthly volume listed on the Bid Response Templates.

NOTE: Should the Team determine at any time that a Bidder’s proposed system does not meet the specifications required in determination on non-responsiveness, they shall obtain from the Purchasing Services office the bid proposal package of the previously determined 4th lowest responsive, bidder for their review.

- **Step III:** The Technology Department submits its recommendation for contract award to the Board of Trustees for approval.
- **Step IV:** The Purchasing Department finalizes an agreement with the selected bidder, and thereafter purchase orders for the subject equipment may be issued.

SAMPLE AGREEMENT

[To be executed between the District and the selected/awarded bidder(s)]

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, by and between the GRASS VALLEY SCHOOL DISTRICT, Nevada County, California, hereinafter called the "District", and _____, hereinafter called the "Vendor".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these present do covenant and agree with each other, as follows:

THE BID DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Bid Sheets, the Bid Response Templates, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Bid documents, or the Contract.

THE MATERIALS, SUPPLIES and/or SERVICES: The Vendor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications, Plans, if any, and other bid documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before the date of its delivery and acceptance by the District. It is understood by the Vendor that all items or service will be promptly delivered to Grass Valley School District as stipulated in the bid documents. The items and/or services awarded are as follows:

**Digital Copiers, All Inclusive Service and Supply, Related Software
5 Year Term with Purchase and Lease Options**

NOTICE TO PROCEED: The Vendor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Vendor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

PAYMENTS: After delivery of any or all of the items and/or services hereinabove set forth and their acceptance by the Governing Board representative, the District agrees to pay to the Vendor, and the Vendor agrees to accept in full payment therefore, the sums set opposite each item, according to all the terms, conditions and specifications of the bid documents.

IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

GRASS VALLEYSCHOOL DISTRICT

Vendor: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved by Governing Board on: _____

Terms & Conditions- Materials Specifications

1. **BIDS / PROPOSALS:** Bids to receive consideration shall be made in accordance with the following instructions:
 - a) Bids must be submitted in electronic, printed for both formats. The signature of all persons signing shall be in longhand. Quotations are to be verified before submission, as they cannot be corrected after bids are opened. The bid shall be without interlineations, alterations or erasures. No oral or telegraphic modifications will be considered.
 - b) Before submitting a bid, bidders shall carefully examine the specifications and the forms of the other documents. They shall fully inform themselves as to all existing conditions and limitations and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
 - c) All equipment on which bids are submitted shall be new and currently in production.
 - d) The make and brand of the equipment on which bid is submitted shall be stated on the bid.
 - e) No bid shall include California sales or use tax, or Federal excise tax.
 - f) All bids on items shall be F.O.B. District locations as specified.
 - g) No charge for packing, draying, postage, express, or for any other purposes will be allowed over and above the bid prices.
 - h) Bids shall be delivered to said Grass Valley School District at its District Office or emailed to alangdon@gvsd.us on/or before the day and hour set for the opening of bids in the **NOTICE TO BIDDERS**. Electronic submissions shall be sent in an email with the subject: **GVSD Bid # 21-022 Digital Copiers, All Inclusive Service and Supply, Related Software**. Paper bids shall be enclosed in a sealed envelope and bear the description of the bid and the name of the bidder. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
 - i) All items on which bids are submitted shall be available for testing, inspection or trial at no expense to the District within seven (7) working days upon request. The District shall conduct

necessary testing within five (5) working days. In addition, the District shall bear no liability for said items.

- j) When requested, Bidder shall submit properly marked print samples for each device on which bid is made to Technology Department, Grass Valley School District, 10840 Gilmore Way, Grass Valley, CA 95945.
 - k) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request, be returned at the bidder's expense.
 - l) All articles awarded on a contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the Vendor.
2. **PRICES:** All bid prices shall include separate quotations for each item or unit specified. Corrections may be inserted prior to the bid opening. Changes must be made in ink and initialed by the person signing the bid or by his authorized representative. In any case in which the total bid price does not equal the unit prices times the quantities indicated, unit prices shall govern.
 3. **LISTING OF SUBCONTRACTORS:** If the vendor intends to employ subcontractors, the District requires that the Bidder submit a listing of subcontractors for this contract.
 4. **NON-COLLUSION BIDDING DECLARATION:** The form of such declaration is included as part of the bid documents. Each bidder shall sign the declaration and submit it with his/her sealed bid.
 5. **WORKERS' COMPENSATION:** All Vendors are expected to comply with all applicable workers' compensation requirements. When services will be performed at District facilities and/or deliveries of materials are expected to be made by the Vendor itself to the District, the District will require from the Vendor proof of Worker's Compensation coverage. The District requires that the Bidder submit, with its bid submittal, a statement regarding compliance with Workers' Compensation for this contract.
 6. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed bid documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the Technology Department of the Grass Valley School District a request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request according to the Bid Process Timeline detailed on page 3 of the Bid Documents. Any request of any Bidder, pursuant to the foregoing sentence that is made after the deadline date and time specified in the "Bid Process Timeline" (Item # 1 in the Information for Bidders – Specific section) shall be deemed untimely. Please email requests to Andrew Langdon, alangdon@gvsd.us. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the Technology Department of the District and posted on the district website, gvsd.us. The Grass Valley School District will not be responsible for any other explanation or interpretation of the proposed documents.
 7. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by the Grass Valley School District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the contract. The Bidder shall notate in the applicable spaces provided on the Bid Form any and all addenda numbers issued by the District for this Bid.

All prospective bidders are encouraged to check the District's bid website (or with Andrew Langdon as stated in Information for Bidders Specific Item # 1 above) for any addenda for this bid prior to sending and submitting its bid package to the District.

8. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

9. **WITHDRAWAL OF BIDS:** Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids. However, no bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids.
10. **OPENING OF BIDS:** Bids will be opened and publicly read aloud at the time and place scheduled in the NOTICE TO BIDDERS.
11. **DEMONSTRATIONS:** If the District considers a need, bidders shall be required to arrange trial installations or demonstrations of items or services bid. Failure to be able to provide such working trial installations or demonstration may disqualify the bidder's bid submittal. Unless otherwise requested by the District, bidders shall be required to provide the requested trial installations at the District's facility. ALL TRIAL INSTALLATIONS OR DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT. Bidders may be required to reimburse the District for travel to demonstrations not held at the District's facility.
12. **AWARD OR REJECTION OF BIDS:** The contract(s) will be awarded as explained in the bid documents section "Information for Bidders - Specific." The Governing Board of the Grass Valley School District reserves the right to reject any/or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.
13. **AGREEMENT:** The form of agreement, which the successful bidder, as Vendor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instruction or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the contract.
14. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes on purchases any conditions or terms which were not specified in the original bid document.
16. **DELIVERY DEADLINE:** To be determined upon award
17. **MATERIAL SPECIFICATIONS:** (a) All equipment bid shall be new and currently in production, shall not be reconditioned or remanufactured nor have been used as display products. (b) For each item being offered by the Bidder on the Bid Response Template, regardless of whether the offered item is exactly "as specified" or is a purported "equivalent", the Bidder must be either the actual manufacturer of the item or the manufacturers, authorized dealer/reseller/distributor of that item.
18. **VENDOR TO COORDINATE DELIVERY AND OR SERVICE WITH DISTRICT REPRESENTATIVE:** The successful bidder will be required to schedule installation with the Technology Department with equipment to be delivered and installed at each location listed in Section 4.
19. **PRICES / RATES:** The District will pay the Vendor for actual items/services provided to the District at the prices/rates that are listed as part of the Bidders Bid.
20. **DISTRICT INSPECTOR:** For this Contract, the designated District Inspector shall be as follows: Andrew Langdon, Coordinator of Technology and Information Services.
21. **INSURANCE REQUIREMENTS FOR THIS CONTRACT:** When the Vendor will be performing work or services at District facilities and/or will be delivering items to the District using the Vendor's own transport vehicles (rather than via common carrier), the Vendor shall maintain adequate insurance to protect him/herself and the District from claims for damages or personal injury, including death,

damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District.

The Vendor shall be required to file the following proofs of such insurance with the District prior to receiving authorization to proceed on a contract:

- Certificate of Insurance naming the Grass Valley School District as an additional insured, confirming the following minimum coverage:
 - \$1,000,000 combined single limit **general liability** coverage, and
 - \$1,000,000 **automobile liability** coverage,
- Endorsements to the above policies naming Grass Valley School District as an additional insured.
- Proof of Workers' Compensation coverage (or proof that coverage is not required or applicable).

Should any of the above described policies be canceled prior to their expiration dates, the issuing company shall mail 30 days written notice of cancellation to the District.

The Vendor shall maintain current insurance documents, for all of the above coverage's, on file at the District during the term of any contract with the District.

22. **AUTHORIZATION / NOTICE TO PROCEED:** The Vendor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Vendor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.
23. **PERMITS AND LICENSES:** Bidder and all of the Bidder's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.
24. **TAX I.D. INFORMATION:** When requested by the District, the awarded Vendor shall be required to promptly submit its current tax identification information to the District, supplying a current W-9 and completion of the District's Vendor Information Sheet; these forms provide the District with additional important information to ensure that the awarded Vendor is correctly set up as a Vendor in the District's financial systems.
25. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the designated District Inspector for this Contract or such qualified officer or employee as the Governing Board of the District may substitute therefore. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District Inspector and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall immediately remedy such defect in a manner satisfactory to the District.
26. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District Inspector at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
27. **TERMINATION FOR BREACH:** If the said Vendor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, then the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

28. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor for service and supply costs, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
29. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract request any alterations, deviations, additions or omissions from the Specifications or Plans or other Bid documents, it shall be at liberty to do so, and the same shall in no way affect or void the contract, but the cost will be added to or deducted from the amount of said contract price as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- By an acceptable lump sum proposed from the Vendor.
- By unit price agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the District and written consent thereto obtained.

30. **TIME OF COMPLETION:** The Vendor shall begin performance of the Contract promptly upon due execution and delivery to the District of the signed agreement and Bond (if required). The Vendor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the bid documents.
31. **HOLD HARMLESS CLAUSE:** The Vendor agrees to defend and hold harmless the Grass Valley School District, its Governing Board, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that arise for any reason from or during or alleged to be caused by the Vendor's performance while engaged in the services under this contract.
32. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of the materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
33. **ATTORNEY'S FEES:** If suit is brought by either party to this contract to enforce any of its terms (including all component parts of the bid documents), and the District prevails in suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.
34. **VENDOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.
35. **INSURANCE REQUIRED BY THE VENDOR:** The Vendor shall maintain insurance adequate to protect him/her from claims under workers' compensation acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the contract in the amounts specified in the Specifications. The Vendor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Vendor.
36. **SUBCONTRACTING:** Vendor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Vendor subcontracts any part of this contract, Vendor shall be as fully

responsible to the District for acts and omissions of his subcontractor, and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by him. Nothing contained in bid documents shall create any contractual relation between any subcontractor and the District.

District's consent to or approval of any subcontractor under this contract shall not in any way relieve Vendor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

37. **ASSIGNMENT OF CONTRACT:** No assignment by the Vendor of any contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Vendor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
38. **CASH DISCOUNTS:** All cash discounts shall be taken and computed from the date of delivery or the date of the receipt of the invoices, whichever is later.
39. **TOLL CHARGES:** The Vendor must make available to the District a toll free phone number if it is necessary that the District place long distance telephone calls in connection with the contract (for complaints, adjustments, shortages, failure to deliver, etc.).
40. **SHIPPING INSTRUCTIONS:** Delivery of material and specified documentation by the delivery date is essential to maintain the operating schedule of Grass Valley School District facilities. Deliveries may be expedited by the District. Vendor shall notify Contract Services promptly of any conditions affecting the delivery date. The District may at its sole option accept or return deliveries which vary from the specified delivery date or quantities except for authorized partial shipments. All goods are to be shipped FOB Destination.
41. **PACKING:** All items listed on the Purchase Order shall be packaged and shipped in accordance with good shipping practices. All items or their containers shall be piece marked with a description and Purchase Order number. Items disassembled for shipment shall be match marked. Unpainted surfaces and openings shall be protected from impact and weather damage.
42. **PAYMENT:** All invoices shall be submitted to the District Accounting department. Purchase Order number will be entered on all invoices submitted for payment. In the event the District is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a currently completed invoice, whichever is later. If an adjustment in payment is necessary due to damages, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Purchase Order, but the invoice does not reflect the existence of a cash discount, the District is entitled to a cash discount with the period commencing on the date it is determined by the Accounts Payable Technician that a cash discount applies.

All invoices not providing a discount shall be paid within thirty days after receipt of invoice at the required destination. For any portion of the material which does not conform to the requirements of the Purchase Order, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the District's right to inspect and accept the material and its documentation, nor shall the withholding of any payment or prorated portion thereof preclude the District from pursuing any other rights or remedies it may have under the Purchase Order.

Except for sales and use taxes, the Purchase Order price for the material is inclusive of all other fees, excises and charges which are now or hereafter imposed by federal, state, municipal, or other local public authority.

43. **ACCEPTANCE:** The District shall accept the material by means of a separate Delivery and Acceptance form being signed, after sufficient tests and inspections have been made by the District within a reasonable time after receipt of the material to determine that the material meets all the requirements of the Purchase Order. If such inspections and tests show the material, or any part thereof, not to be as specified in the Purchase Order,

the District may reject such material and Vendor shall be advised and shall promptly correct or replace such rejected material at Vendors sole expense or at the District's option, shall issue credit for monies paid.

44. **WARRANTY:** Vendor warrants articles supplied under this contract to conform to specifications herein, and the items and or material is fit for the purpose. The District and Vendor agree that this order does not exclude or in any way limit other warranties provided for in this order or by law.
- Vendor shall also warrant the item and or material to be free from defects in workmanship, materials, and design. Vendor shall conform to the requirements of the Purchase Order. Vendor shall, at its sole expense and promptly after notification by the District during any warranty period, correct or replace such defective material F.O.B. destination. The warranty period for such corrected or replaced material shall be an equal duration as the original warranty period and shall start upon acceptance of such corrected or replaced material.
45. **STATUTES AND CODES:** The material and or work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of legally constituted authorities having jurisdiction as of the date of the Purchase Order.
46. **PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY:** Vendor agrees to indemnify the District and hold it harmless from and against all claims, liability, loss, damages or expenses, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement, or litigation based thereon with respect to the goods or any part thereof covered by this order. Such obligation shall survive acceptance of the goods and payment therefore by the District.
47. **TAXES:** Unless otherwise indicated, the District agrees to pay all state sales tax and, when applicable, use tax. No charge by the Vendor shall be made for Federal Excise Taxes. The District agrees to furnish the Vendor, upon acceptance of the articles supplied under this Purchase Order, with a tax exemption of articles supplied under this Purchase Order and a tax exemption certificate where applicable.
48. **NON-WAIVER:** No provision of this order or the rights to receive reasonable performance of any act called for by the terms shall be deemed waived by a waiver by the District of a breach thereof as to any particular transaction or occurrence. No waiver by the District shall be valid unless expressly stated to be a waiver in a change order.
49. **UNCONTROLLABLE FORCES:** Vendor shall not be liable for delay in the delivery date or inability to perform the work due to any cause beyond its reasonable control, provided that the Vendor promptly notifies the District in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet the delivery date. The District shall then extend, if possible, the delivery date for an equitable period due to such causes. Such causes are as follows: strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of public enemy, earthquake, or material availability.
50. **PARTS:** Vendor warrants that any parts furnished to the District shall be new and/or exactly like original and shall be warranted by Vendor that the parts will fit their intended use.
51. **GOVERNING LAW:** The Contract, Agreement, and Purchase Order shall be construed under the laws of the State of California as if executed and to be performed wholly within the State of California.
52. **ASSIGNMENT:** Neither the Purchase Order nor any interest under it shall be assigned to any entity without the prior written consent of the District. The Purchase Order shall not be deemed an asset of the Vendor. If the Vendor enters into any voluntary or involuntary receivership, bankruptcy, or insolvency proceedings, the Purchase Order may be canceled at the District's option upon written notice to the Vendor.
53. **NOTICES:** Any legal notice pertaining to the Purchase Order shall be in writing and sent registered or certified mail postage prepaid. The notice shall be sent to the District or to the Vendor, as appropriate, to their respective addresses appearing on the Purchase Order.

54. **COMPUTER HARDWARE & SOFTWARE:** Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Grass Valley School District, and any District related office or school using the Vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.
55. **DELIVERIES:** Deliveries are acceptable between the hours of 8:00 AM and 4:00 PM. No deliveries will be accepted on Saturdays, Sundays, legal and/or District holidays unless specifically provided for in the Purchase Order.

BID FORM

TO: GRASS VALLEY SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "District".

Pursuant to and in compliance with the Notice to Bidders and the other documents relating thereto, the undersigned Bidder, having familiarized him/herself with the terms of the Agreement, the Specifications, the Plans, if any, and other Bid documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the Specifications, Plans, if any, and other Bid documents, including Addenda Nos. ____, ____, ____, and ____ on file at the Purchasing & Contracts office of said District for the prices set opposite the articles listed herein on the Bid Response Templates.

It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities in the bids or in the bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.

It is understood that the successful bidder will be required to deliver: ALL ITEMS OR SERVICE OF THE STATED BID LISTED HEREIN, AS STIPULATED IN THE SPECIFICATIONS, PLANS, IF ANY, AND OTHER BID DOCUMENTS FOR THE FOLLOWING BID:

Bid # 21-022 Digital Copiers, All Inclusive Service and Supply, Related Software, 5 Year Term with Purchase and Lease Options

BID SUBMITTAL CONTENT: It is understood that the complete BID SUBMITTAL shall include all of the following documents:

- BID FORM, which must be submitted by either email or paper and signed by Bidder's authorized agent/officer.
- Bidder's list of REFERENCES.
- DESIGNATION OF SUBCONTRACTOR'S form.
- NON-COLLUSION BIDDING DECLARATION form.
- VENDOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION form.
- EQUAL OPPORTUNITY – AFFIRMATIVE ACTIONS STATEMENT.
- FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

It is understood and agreed that if written notice of the acceptance of this bid is mailed, e-mailed or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he/she will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, all within five (5) days after receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned bidder, upon due execution and delivery to the District of the contract, and shall be completed by the Vendor in the time specified in said Bid documents.

Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

Proper Name of Bidder

Address

By: _____
Signature of Authorized Agent/Officer

City, State & Zip Code

Print Name

Telephone Number

Title

Fax Number

E-Mail address: _____

BID SHEETS

SECTION 1: Digital Copiers: Cover Page

List Company name and address, contact name, email address, phone and fax machine number.

SECTION 2: Digital Copiers: Company Overview

Provide a brief company history to include products and services. Include any and all personal relationships known to exist between the District or its employees and that of Bidder at time of Bid response.

SECTION 3: Digital Copiers Performance Expectations:

3.0 The Scope:

- 3.1 Image Quality:** Color and Black and white copies/print images. Specify Copy and Print Resolution for each product category included as priced in the Minimum Base Requirement in Bid Response Template:
- 3.2 Scan – Store – Share - Print Functionality:** Bidder will outline scanning, storing and sharing capabilities for documents scanned at the devices for each category of machine. Specify all standard scan destinations. List your preferred solution by product name for scanning to document management systems. List the output file formats for documents scanned to your devices. Indicate what is included in the basic requirements as priced in the Bid Response Template:
- 3.3 Output Finishing:** Bidder will specify the Finishing capabilities for each category of machine. In categories where booklet making finishers are an option, include the maximum number of booklets and pages within each booklet that can be produced. Indicate model numbers that correspond with the options priced in the Bid Response Template:
- 3.4 Print Output Management:** Bidder will specify equipment ability to store, share, access, documents using print authentication and functionality that allows for secured print release for each category of machine. Minimum hardware requirements must be included in the explanation. Specify how many usernames and passwords can be accessed at the device allowing for printing of selected jobs:
- 3.6 Print & Copy Tracking Capabilities:** Bidder will specify the standard print and copy tracking capabilities to include quantities for accounting codes, user authentication capabilities, quota setting, and report generating capabilities from a desktop PC and Mac environment. Specify for each product category and list your preferred solution allowing for informing end users of the best device to select for a specific print job:
- 3.7 Remote Job Submission Capabilities:** Bidder will name preferred option for Job Submission software and the capabilities within the various modules/levels available. Minimum Operating System and minimum hardware requirements must be included in explanation.
- 3.8 Hard Drive Capacity:** Bidder will specify the standard and upgrade capacity of the hard drive for each category. State capabilities for storage and retrieval of documents on the Hard Drive for each category and indicate what is included in the basic requirement as priced for each product in the Bid Response Template:
- 3.9 Security:** Bidder will outline standard and optional levels of hard drive security. Specify Copy/Print/ Scan/Fax levels of security pertaining to hard drive data overwrite, sanitizing, and encryption functionality for each category of machine and indicate what is included in the basic requirement as priced for each product in the Bid Response Template, also detail your plan for removal of hard drives for machines being removed from service and specify how the plan applies to machines being returned to leasing companies, state if plan is standard or optional:

- 3.10 B/W & Color Print Controller Capabilities:** Bidder will specify print controller and print driver functionality listing all emulation printing capabilities for each controller proposed for each category.
- 3.12 Memory:** Bidder will specify the standard memory needed to operate all functions of each machine operating in a networked environment for each category of machine and indicate what is included in the basic requirement as priced in the Bid Response Template:
- 3.13 Invoicing:** Summary Invoice(s) and report(s) for monthly service and supply charges containing each individual site/department, copier/printer by asset number and serial number with current month & previous month meter, net number of prints/copies produced in specific dated period covered for billing period must be electronically submitted to the District's specified location for processing. Specify your intent to include at a minimum each invoice description and data as a standard invoice inclusion. **Include a sample invoice reflecting at a minimum the requested inclusions.**
- 3.14 Customer Satisfaction Surveys:** The Bidder shall periodically (within 30 days of a request by the District) survey District users about the entire realm of copying, and printing services. Survey shall be developed and administered by the Bidder with input from District administration. All raw data and compiled results shall be reported to the District by Bidder. It is the responsibility of the Bidder to deliver a report to District within 14 days of completion. The Bidder shall act within 30 days (standards to be determined by District) to resolve complaints reported in surveys. **Include a sample user survey(s) currently in use.**
- 3.15 Account Team Structure:** The Bidder shall have a clearly defined team responsible for the District account. All Bidder team members responsible for assignment to any physical location must comply with all District policies including background checks and drug screening, and submit confidentiality agreements to the District upon award. Specify adherence to Team Structure, name, title and detail the job responsibility for each team member:
- 3.16 Network Requirement:** Each digital copier/printer must perform its advertised functions as listed on the OEM brochure in a "stand-alone" mode as well as being connected to the District computer network (see attached Network Information). The District requires that all print drivers can be "pushed out" on the network to prevent any need for drivers to be loaded at each workstation. Specify Network Requirements for each category of machine, including requirements for options listed in Bid Template for each product category:
- 3.17 Build Status:** All equipment furnished under this Bid shall be currently manufactured with no prior usage other than that necessary for initial set up. Devices must have supplies necessary to operate machine (except paper) at time of delivery. Specify intent to comply:
- 3.18 Service Level Agreement:** The District and the awarded Bidder will execute a Service Level Agreement to ensure the Bidder will consistently provide service that meets or exceeds the District expectations.
- 3.18.1** Service Level Agreement – Damages and Cancellation provisions; the District is interested in receiving monetary damages on any equipment upon Bidder's default of agreed to performance criteria. Included in this criterion is the minimum acceptable equipment performance standard of 95% uptime measured by individual unit. Equipment uptime is calculated using a 9 hour work day (8:00 A.M – 5:00 P.M.), Monday through Friday and 22 work days per month, which is 198 working hours per month. Equipment that is "down" will be described as being unable to complete functionality for any of the user's copy/fax/print/scan (as equipped) requirements. Preventative maintenance is

exempted. Any equipment downtime (measured from the time a service call is placed) will be divided by 198 working hours, subtracted from 1 and multiplied by 100 to derive an up-time percentage.

a) Is Bidder willing to credit all images produced on individual devices that fail the 95% uptime guarantee during the 90 day period being measured?

b) In an effort to increase the Bidders accountability, the District is interested in cancellation provisions should performance guarantees, measured by individual machine be unfulfilled within any 30 day period. The District will notify Bidder of the performance breach in writing to Bidders address. Bidder will have 30 days to cure the stated issue(s) or the District, at their discretion, may cancel the entire maintenance portion of their agreement with Bidder. State your acceptance of 3.17.1 (A & B) or provide your alternative.

3.19 Monthly Payment: Monthly equipment lease payment will be determined by equipment cost alone. There will be no origination fees or any other fees associated with the agreement. Bidder is to submit with Bid response a sample copy of the selected lease document inclusive of a Non-Funding clause intended for use for this Bid:

A) List your \$1.00 (standard) lease rates for 36 and 60 months.

B) Bidder will state intent to include sample lease documents inclusive of a "Non-Funding" addendum that corresponds with the rates quoted on the Bid Response Templates.

3.20 Service and Supplies: No minimum volume for any unit as part of this agreement will be allowed. All service and supply charges for actual prints/copies produced will be billed in arrears for the term written into the Service and Supply Agreement. All images produced by Bidders service technicians or for specific servicing purposes will be credited to actual prints made in the same billing period. Any and all deviations must be itemized. Please respond to the following:

A) What are the normal hours of operation of the service department?

B) The District requests all service calls to be accepted via phone or through a web-based dispatch system. Describe your process for how technicians perform the following:

- I) Receive service calls
- II) Close service calls
- III) Re-log a call
- III) Replenish parts inventories
- IV) Obtain a needed part they do not have while on a call
- V) Describe any service bonus/incentive program currently in place for technicians

C) Scheduled Maintenance complete with required parts and supplies must be performed by Bidder according to the designated manufacturer document output intervals. Specify the manufacturers Preventative Maintenance Schedule for each machine proposed:

D) The Bidder will specify who will be responsible for installing upgrades pertaining to hardware, print drivers; firmware/software should the District need to upgrade their operating systems:

E) The Bidder will specify their company's intentions to increase/if at all, service expense beyond the contracted term.

3.21 Guarantees: The Bidder must have a series of guarantees and corresponding remedies available to the District. All guarantees must be from the Bidder and the Bidder shall be responsible for informing each District location in writing of each guarantee upon device installation. Please answer the following in detail:

3.21.1 Replacement.

a) What recourse is available to the District when any unit is not in compliance with guarantees stated in this Bid?

b) What is the position held by the individual who makes the decision as to whether a machine is to be replaced?

c) What are the guaranteed service remedies the Bidder will implement when a machine has a minimum of 3 calls in 30 days?

d) If a copier is replaced within the first 6 months, it must be replaced with a brand new copier. After that, it must be replaced by no less than an identical unit with comparable meter reading. State your agreement or alternative policy.

3.21.2 Loaners.

a) Will Bidder provide "like for like" loaner equipment after 12 hours of continual equipment downtime?

b) What remedies do you guarantee if loaners are not available?

3.21.3 Response Time:

a) Will the Bidder guarantee District a 4 hour response time for all service calls? Response time shall be measured from the placement of the first service call to the arrival of a technician on-site.

b) For the purpose of a guarantee, the average response time is measured for each individual machine. In the event that a loaner machine is placed into service, will the bidder agree to the same response time guarantee?

3.22 Delivery, Removal, and Moves: The District requests all installations and internal moves to be included at no cost. All supplies, regardless of delivery location will be free from delivery charges. Will Bidder honor this request?

Yes

No

3.23 Workflow Technology: The Bidder will specify experience and expertise in using and installing digital MFP technology, including server based solutions within complex networks. In addition, the Bidder will specify the use of applications for enhancing workflow efficiency, systems for accounting/tracking and remote job submission capabilities for digital copiers. Identify any third

party solutions by brand name needed to enable the operation of such systems and applications with proposed units:

3.24 Equipment Delivery Time: The Bidder must guarantee the commencement of full operation of all unit installations no later than 60-days after receipt of a District Purchase Order, or the Bidder will provide a similar product as a loaner if the new equipment is not available by the expiration of the 60-day delivery period. Specify agreement to this statement.

3.25 Support Line: State your ability to supply a toll free phone number staffed with knowledgeable personnel for; (1) help desk service calls and product troubleshooting, (2) supply orders, and (3) inquiries regarding invoicing, installation and equipment delivery status. Support line must be staffed (at a minimum) from **8:00 a.m. to 5:00 p.m. Pacific Time**.

3.26 Reports: The Bidder shall provide reports (not invoices) to the District in electronic format on a quarterly (or monthly if requested) basis that provide the following information:

- Last 90-days service calls (by device)
- Last 90-days service response time (by device)
- Last 90-days uptime (by device)
- Monthly usage for each month of installation (by device)
- Equipment requiring 3 or more service calls in past 30 days
- Problem units, outside operating volumes of intended placement
- Last 30-days response time and uptime for each individual device
- Other statistical information as requested by the District

Include sample reports currently in use for each of the above:

3.27 Training: The Bidder shall provide training to District key operators and all end users at no cost upon installation of each copier and on an on-going, pre-scheduled basis as determined to be needed by District Facilities and I.T. officials. Please answer the following questions related to training:

- How user is made aware that training is available?
- Where is training provided?
- Is Training both staffed and web-based, if web-based are training videos available?
- Are training personnel certified by each product?
- How is follow-up to training handled?

3.28 Parts and Supplies: District requires that all parts and supplies used in all contracted equipment be manufacturer approved as authentic for each unit installed by Bidder.

- Paper requirements must be set for each unit within the specifications set forth by the manufacturer prior to installation.
- Bidder will maintain supply inventories at each location.
- What supplies will you agree to inventory at Customer site in order to prevent downtime?

Specify on-site supply inventory management process and agreement to above:

3.29 Technician Certification: The District requires that all technicians assigned to District sites are each certified by the manufacturer to engage in repairs on the individual model that is requested

through any service call. Upon award, certification certificates for each designated technician will be provided to the District. Bidder will produce certifications for technicians ongoing as requested. Specify agreement and process in place to meet this request:

- 3.30 Trial Installation:** The Bidder may be requested to install the selected models for a minimum one (1) week trial period at the location designated for install as requested by the District. Specify Bidder intent to comply:
- 3.31 Performance Accountability:** The Bidder will state agreement to participate in quarterly scheduled performance meetings to be hosted by the District for the purpose of reviewing all performance standards, print objectives and newly developed workflow solutions which may become available over the awarded term of Bid:
- 3.32 Equipment Installation:** The Bidder will detail the installation plan intended for use upon award the contract for this bid. Specify the plan and include each step of implementation detailing all events through the 90 days following receipt of a purchase order from the District.

The below authorized signed is acknowledging all responses offered for Section 3.1-3.32.

Bidder Name: _____ **Signature:** _____

SECTION 4: Equipment, Service and Supply Pricing Expectations

4.0 Equipment Specifications:

The District is seeking proposals for each of two different configurations including, respectively, 11 or 12 on-site devices with accompanying accessories and services that meet or exceed the expectations set forth in the attached Bid Response Template:

Configuration option 1 (11 copiers):

- **Bell Hill Academy:**
 - 1 Black copier with minimum output speed of 50 PPM
 - Average monthly impressions: 15,000
 - 1 Color copier with minimum output speed of 30 PPM
 - Average monthly black impressions: 5,000
 - Average monthly color impressions: 8,000
- **District Office:**
 - 1 Color copier with minimum output speed of 40 PPM
 - Average monthly black impressions: 7,000
 - Average monthly color impressions: 2,500
- **District Support Services Office:**
 - 1 Color copier with minimum output speed of 40 PPM
 - Average monthly black impressions: 4,000
 - Average monthly color impressions: 2,500
- **Grass Valley Charter School:**
 - 1 Black copier with minimum output speed of 75 PPM
 - Average monthly impressions: 45,000
 - 2 Color copiers with minimum output speed of 55 PPM
 - Average monthly black impressions: 7,500
 - Average monthly color impressions: 12,500
- **Lyman Gilmore Middle School:**
 - 1 Black copier with minimum output speed of 75 PPM
 - Average monthly impressions: 45,000
 - 1 Color copier with minimum output speed of 55 PPM
 - Average monthly black impressions: 5,000
 - Average monthly color impressions: 21,000
- **Margaret G. Scotten Elementary School:**
 - 1 Black copier with minimum output speed of 75 PPM
 - Average monthly impressions: 45,000
 - 1 Color copier with minimum output speed of 55 PPM
 - Average monthly black impressions: 5,000
 - Average monthly color impressions: 21,000

Configuration option 2 (12 copiers):

- **Bell Hill Academy:**
 - 1 Black copier with minimum output speed of 45 PPM
 - Average monthly impressions: 12,000
 - 1 Color copier with minimum output speed of 30 PPM
 - Average monthly black impressions: 2,000
 - Average monthly color impressions: 8,000
- **District Office:**
 - 1 Color copier with minimum output speed of 40 PPM
 - Average monthly black impressions: 7,000
 - Average monthly color impressions: 2,500
 - 1 Black copier with minimum output speed of 125 PPM
 - Average monthly impressions: 53,000
- **District Support Services Office:**
 - 1 Color copier with minimum output speed of 40 PPM
 - Average monthly black impressions: 4,000
 - Average monthly color impressions: 2,500
- **Grass Valley Charter School:**
 - 1 Black copier with minimum output speed of 70 PPM
 - Average monthly impressions: 38,000
 - 2 Color copiers with minimum output speed of 50 PPM
 - Average monthly black impressions: 3,500
 - Average monthly color impressions: 12,500
- **Lyman Gilmore Middle School:**
 - 1 Black copier with minimum output speed of 70 PPM
 - Average monthly impressions: 30,000
 - 1 Color copier with minimum output speed of 50 PPM
 - Average monthly black impressions: 3,500
 - Average monthly color impressions: 21,000
- **Margaret G. Scotten Elementary School:**
 - 1 Black copier with minimum output speed of 70 PPM
 - Average monthly impressions: 32,100
 - 1 Color copier with minimum output speed of 50 PPM
 - Average monthly black impressions: 3,500
 - Average monthly color impressions: 21,000

The District will entertain Bids based on one of the lease options or a cash purchase option as represented in the bidder's Bid Response Template.

Quality services reflecting the careful management of these units is very important to the District and Bidder must assure their successful operation and full-life usage at the District.

Equipment and Services - Pricing**4.1 Conditions:**

- 4.1.1. Pricing shall be in accordance with all of the specifications contained in this Bid
- 4.1.2. All equipment pricing must be fixed and firm for the life of the agreement.
- 4.1.3. All service (parts and labor) and supplies (all consumables except paper and staples) must be included in the service and supply cost per image.
- 4.1.4. Pricing shall include all shipping, delivery, training, and installation costs.

- 4.1.5.** All devices offered must be capable of accepting recycled paper.
- 4.1.6.** As stated in the Terms and Conditions – Materials Specifications “all equipment on which bids are submitted shall be new and currently in production”. Therefore any machine which may fall out of current production status over the term of award must be replaced by a machine of equal or greater capabilities than the machine originally bid by Vendor in each category.

REFERENCES

Bidder must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Bid. List as references the three (3) nearest companies or governmental agencies for the proposed goods and/or services which can be contacted or inspected for an assessment of past client satisfaction.

Name of Company/Entity:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	
Applicable Purchase Dates / Service Periods			
Comments:			

Name of Company/Entity:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	
Applicable Purchase Dates / Service Periods			
Comments:			

Name of Company/Entity:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	
Applicable Purchase Dates / Service Periods			
Comments:			

DESIGNATION OF SUBCONTRACTOR'S

The Bidder shall disclose to the Grass Valley School District the name and address of all subcontractors to be used in the execution of the subject contract for this Bid.

The undersigned Bidder plans to utilize subcontractors for this subject Bid/Contract as follows:

- NO subcontractors shall be used.
- The Subcontractor(s) listed below shall be used:

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

_____ day of _____

City of _____ State of _____

Signed: _____

Title: _____

VENDOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

By securing from Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing of proof satisfactory to Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Proper Name of Bidder

Signature of Authorized Agent/Officer

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 this contract.

EQUAL OPPORTUNITY – AFFIRMATIVE ACTION STATEMENT

Every person, firm, company or corporation with whom the Grass Valley School District does business with, regardless of the dollar amount, is required to sign the following statement:

Vendor will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin or physical handicap; and shall take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, age, national origin or physical handicap.

Name of Individual, Company or Corporation

By

Title

Address

City

State

Zip Code

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked:

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]

Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____ District
 Representative's Name and Title: _____
 Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
- _____ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- _____ Surveillance of Employees by District personnel.

[TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]

Date: _____
 District Representative's Name and Title: _____
 Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY Vendor's AUTHORIZED REPRESENTATIVE.] I am a

representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: ____/____/____

Name of Contractor or Company: _____

Signature: _____

Print Name and Title: _____