

### SAN PASQUAL VALLEY UNIFIED SCHOOL DISTRICT

## REQUEST FOR PROPOSALS (RFP) PACKAGE

## MULTIFUNCTION COPIERS AND SERVICE AGREEMENT

RFP #2025-01

### **Contact Information**

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#### NOTICE OF REQUEST FOR PROPOSALS

The San Pasqual Valley Unified School District ("District") is requesting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations to implement a district-wide solution for a 36-month lease of new multifunction copiers with a \$1 buyout option, and to establish a maintenance service agreement for ongoing support and upkeep of the copiers.

Respondents to this Request for Proposals ("RFP") shall submit one (1) electronic copy of their proposal (PDF file format) with the subject "RFP No. 2025-01 - [Respondent's Name]" to the following email: jmunoz@spvusd.org. Respondents can alternatively mail a hardcopy of their proposal to 676 Baseline Road Winterhaven, CA 92283.

**All Proposals are due by 2:00 P.M Arizona time., on June 5, 2025**. Proposals received after this date and time will not be accepted.

Each proposal must conform and be responsive to the requirements set forth in this RFP. The District reserves the right to waive any informalities or irregularities in received proposals. Further, the District reserves the right to reject any and all proposals and to negotiate contract terms with one or more Respondents for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. **RESPONDENT IS RESPONSIBLE FOR READING THE RFP IN ITS ENTIRETY.** 

Questions regarding this RFP must be submitted in writing to jmunoz@spvusd.org by **2:00 P.M. on June 3, 2025**. Advertisement Dates: **May 22, 2025; May 29, 2025**.

# REQUEST FOR PROPOSALS COPIER LEASE/PURCHASE AND MAINTENANCE SERVICE AGREEMENT RFP # 2025-01

### I. RFP SCHEDULE

The District reserves the right to change the dates on the schedule without prior notice.

DATE(S)	EVENT
5/22/2025, 5/29/2025	Advertise RFP
6/3/2025; 2:00 p.m.	Deadline to Submit Questions
6/5/2025; 2:00 p.m.	Deadline for Proposal Submission
6/5-9/2025	Proposal Evaluation Period
6/10/2025	Contract Award

### **II. INTRODUCTION**

The San Pasqual Valley Unified School District ("District") is requesting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations to implement a district-wide solution for a 36-month lease of new multifunction copiers with a \$1 buyout option, and to establish a maintenance service agreement for ongoing support and upkeep of the copiers. The District's primary objectives are to ensure that all departments and school sites (1) have the most effective copier solution, and (2) receive timely service to those copiers to avoid any disruptions in daily operations.

Documents concerning the RFP are available on the District's Business Services Department website at: https://www.spvusd.org/Departments/Business-Services/index.html. District reserves the right to issue addendum concerning the RFP at any time. Any Addenda will also be posted on the District's Business Services website.

### I. SCOPE OF SERVICES

Respondents to this RFP must be capable of: (1) supplying the specified number of multifunction copiers outlined in this RFP, each meeting or exceeding the required capabilities and specifications; and (2) providing maintenance services for these copiers in accordance with the District's requirements as detailed in this RFP.

### **A. MULTIFUNCTION COPIERS**

The District is currently seeking to lease, with an option to purchase, seven multifunction copiers for use at five school sites and administrative offices. Please **refer to Attachment 1** for a detailed list of current copier models and their designated locations. The District intends to lease/purchase equipment that meets or exceeds the specifications of the existing models. Estimated annual copy volumes for each copier are also provided in Attachment 1; these figures are approximate and based on current usage.

For this multifunction copier solution, District seeks an initial lease agreement term for a period of **three** (3) years beginning July 1st, 2025 through June 30th 2028, with a \$1 buyout option.

### **B. MAINTENANCE SERVICES**

For the Maintenance Services, the District is seeking an initial Agreement term for a period of **three (3) years** beginning July 1st, 2025 through June 30th 2028, **with two (2), one (1)-year options** to be exercised at the sole discretion of the District.

Respondent shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFP.

Any purchased copiers shall be covered under warranty for the length of the contract agreement.

Full-service maintenance to **include all parts**, **labor**, **and supplies** necessary for proper operation of the equipment (e.g. toner, developer, fuser oil, drums, staples), excluding paper, & any taxes applicable to the consumables provided.

Respondent shall schedule preventative maintenance ("PM") service calls in an effort to minimize work delays and copy problems. While scheduled PM will not be considered downtime, the Respondent shall make every effort to schedule PM during low use periods. All service maintenance is to be provided during normal District business hours, 7:00 a.m. to 4:00 p.m., Monday through Friday, holidays excluded.

Key operator training must be provided during the initial set up of the equipment. Such training is to be provided at no additional cost to the District.

The Respondent shall provide ongoing telephone support regarding the use of equipment to District and Site staff. Respondent shall provide contact information such as telephone support and service support.

Obtaining meter readings is the responsibility of the Respondent. The Respondent may call, fax, add electronic device or application to obtain these readings from each site.

### **III. RFP TERMS AND CONDITIONS**

### A. ACCEPTANCE AND REJECTION OF PROPOSALS

The District retains the sole discretion to determine issues of compliance and whether a proposal is responsive, responsible, and qualified. The District reserves the right to waive any informalities or irregularities not governed by law. The District reserves the right to reject all proposals or to cancel this RFP.

### **B. LIMITATIONS**

This RFP does not obligate the District to award a contract or accept or contract for the Services described in this RFP. The District makes no representation that participation in the RFP process will lead

to an award of a contract or any other consideration, whatsoever. The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any Respondent for the Services described herein. If the Respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

The District shall in no event be responsible for the cost of preparing or submitting a response to this RFP, including any supporting materials.

Proposals, and any other supporting materials provided to the District in response to this RFP, will not be returned and will become the property of the District, unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents will be deemed insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, submissions shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement; or (2) the District has rejected all submissions. Furthermore, the District shall have no liability to the Respondent or other party as a result of any public disclosure of any proposal.

### C. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE") Small Local Business Enterprises ("SLBE") and Small Emerging Local Business Enterprises ("SELBE") shall be afforded full opportunity to submit Proposals in response to this RFP. No Respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability in any consideration leading to the award of the contract.

### D. INVESTIGATIONS AND CLARIFICATIONS

The District reserves the right to investigate and rely upon information from any other available sources in addition to and beyond any documents or information submitted in response to this RFP. The District reserves the right to request, at its sole discretion, that one or more of the Respondents provide clarifications or supply additional material deemed necessary to assist in the evaluation of proposals, and to modify or alter any of the requirements herein.

### **II. PROPOSAL REQUIREMENTS**

Proposals must conform and be responsive to the requirements set forth in this RFP. Any erasure, interlineations, or other corrections in the proposal must each clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. Submission of a proposal shall be deemed a representation and certification by the Respondent that they:

- Have carefully read and fully understand the information that was provided by the District to serve as the basis for submission of their proposal.
- Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- Represent that all information contained in their proposal is true and correct.
- Did not, in any way collude; conspires to agree, directly or indirectly, with any person, firm, corporation or other Respondent regarding the amount, terms or conditions of their proposal.
- Acknowledge that the District has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Respondent, and Respondent herby grants the District permission to make these inquires, and to provide any and all related documentation in a timely manner.

### A. SUBMISSION AND FORMAT

All Proposals are due by **June 5, 2025 at 2:00 P.M.** Proposals and any other submittals shall be submitted as a single PDF file and emailed with the subject "**RFP No. 2025 -01-[Respondent's Name]**" to jmunoz@spvusd.org. Respondents can alternatively mail a hardcopy of their proposal to 676 Baseline Road Winterhaven, CA. Proposals received after this date and time will not be accepted.

Questions regarding this RFP must be submitted in writing to jmunoz@spvusd.org by 2:00 P.M. on **June 5, 2025.** 

### VII. EVALUATION OF PROPOSALS

The District will evaluate all proposals that meet the deadline for submission and are responsive to the requirements set forth in this RFP. Each proposal must be complete. Incomplete proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. During the evaluation period, the District will identify the Respondent(s) that can provide the greatest overall benefit to the District.

In determining the responsibility of a respondent, the following criteria will be considered:

- The qualifications, ability and capacity of the Respondent to perform the required Services;
- The equipment and maintenance agreement costs;
- Whether the Respondent can perform the Services promptly, without delay or interference;
- The character, integrity, reliability, reputation, experience and efficiency of the Respondent; and
- The affirmation of the Respondent to enter into the District's proposed Agreement with no, or minor, objection(s).

Proposals will be evaluated by District staff to confirm that the proposals are complete and Respondents are eligible to provide the Services requested. Proposals which are deemed responsive and eligible for evaluation will be evaluated based on the criteria listed below:

### A. AWARD OF CONTRACT

The award of a contract, or contracts, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the Services described herein, to reject any proposal as non-responsive, and/or not to contract with any Respondent for the Services described herein. If the Respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

Thank you for your interest!

## ATTACHMENT "1" LIST OF COPIERS AND LOCATIONS

CURRENT COPIER INVENTORY - SCHEDULED FOR REPLACEMENT						
ATTACHMENT 1						
Location	Make	Model	Serial No.	Specs	Average Monthly Copies	
High School Office	Canon ImageRunner	C5540i	WXE05172	Color, Scan, Finisher w/Stapler, 40ppm	8,000	
Middle School Office	Canon ImageRunner	C5540i	WXE05047	Color, Scan, Finisher w/Stapler, 40ppm	7,000	
Elementary School Office	Canon ImageRunner	C5540i	WXE05013	Color, Scan, Finisher w/Stapler, fax,40ppm	5,000	
Elementary Copy/Break Room	Canon ImageRunner	C5540i	WXE05041	Color, Scan, Finisher w/Stapler, fax,40ppm	8,000	
District Copy Room	Canon ImageRunner	8285i	SWN01558	B/W, Scan, Finisher w/Stapler, fax, 3-hole punch, 85ppm	12,000	
District Copy Room	Canon ImageRunner	C5540i	WXE05191	Color, Scan, Finisher w/Stapler, fax, 40ppm	5,000	
Adult Ed	Canon ImageRunner	8285i	SWN01562	B/W, Scan, Finisher w/Stapler, fax, 3-hole punch, 85ppm	4,000	

### ATTACHMENT "2" DISTRICT'S FORM OF LEASE AND MAINTENANCE AGREEMENT

### LEASE AND MAINTENANCE SERVICE AGREEMENT

### San Pasqual Valley Unified School District

### RFP #2025-01 - Copier Lease and Maintenance Services

This Lease and Maintenance Service Agreement ("Agreement") is entered into as of [Effective Date], by and between the San Pasqual Valley Unified School District, a California public school district ("District"), located at 676 Baseline Road, Winterhaven, CA 92283, and [Contractor Name], a [Legal Entity Type] with principal office located at [Contractor Address] ("Contractor"). District and Contractor may be referred to individually as "Party" and collectively as the "Parties."

### **RECITALS**

WHEREAS, the District issued a Request for Proposals ("RFP") No. 2025-01 dated May 22, 2025, soliciting proposals from qualified providers for a district-wide solution for the lease of multifunction copiers with a \$1 buyout option and maintenance services;

WHEREAS, Contractor submitted a responsive and responsible proposal dated [Proposal Date], and the District selected Contractor based on the evaluation criteria outlined in the RFP;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

### 1. SCOPE OF AGREEMENT

- 1.1 **Equipment Lease:** Contractor shall provide seven (7) new multifunction copiers ("Equipment") that meet or exceed the specifications set forth in the RFP, including Attachment 1 thereto.
- 1.2 Lease Term: The lease term shall be for thirty-six (36) months, beginning July 1, 2025 and ending June 30, 2028, unless earlier terminated in accordance with this Agreement.
- 1.3 \$1 Buyout: Upon completion of the lease term and full performance by District of all payment obligations, the District shall have the option to purchase each copier for one dollar (\$1.00) per unit.
- 1.4 Maintenance Services: Contractor shall provide full-service maintenance during the lease term, and for any equipment purchased under the \$1 buyout. Services include all parts, labor, and consumables (excluding paper), and preventative maintenance.
- 1.5 Service Hours: Maintenance and service shall be performed during District business hours, Monday through Friday, 7:00 a.m. to 4:00 p.m., excluding holidays.

### 2. TERM

- 2.1 Initial Term: The term of this Agreement is from July 1, 2025, through June 30, 2028.
- 2.2 **Maintenance Renewal Options:** The District shall have the option, in its sole discretion, to extend the maintenance portion of this Agreement for up to two (2) additional one-year terms. Such extension shall be made in writing no later than thirty (30) days prior to the expiration of the then-current term.

### 3. COMPENSATION AND INVOICING

- 3.1 Lease Payment: The District shall pay to Contractor the monthly lease amount of **\$[Monthly Amount]**, for a total not to exceed **\$[Total Amount]** over the 36-month term.
- 3.2 **Maintenance Charges:** Maintenance charges shall be billed monthly based on **[Flat Fee or Cost per Copy]** and shall include all service, supplies (except paper), and repairs.
- 3.3 **Invoices:** Contractor shall submit monthly invoices to:

### San Pasqual Valley Unified School District

676 Baseline Road

Winterhaven, CA 92283

Payments shall be made within 30 days of receipt of an undisputed invoice.

### 4. CONTRACTOR RESPONSIBILITIES

- 4.1 **Delivery & Installation:** Contractor shall deliver, install, and configure the Equipment at the District's designated sites at no additional cost.
- 4.2 **Training:** Contractor shall provide key operator training at each site during installation, at no additional cost.
- 4.3 **Preventative Maintenance:** Contractor shall perform routine maintenance at intervals appropriate to maintain copier performance, scheduled during low usage periods whenever possible.
- 4.4 **Support:** Contractor shall provide telephone and remote technical support during business hours. Contact information shall be supplied at contract initiation.
- 4.5 **Meter Readings**: Contractor shall be responsible for obtaining monthly meter readings either manually or electronically.

### 5. WARRANTIES

Contractor warrants that all Equipment shall be new and free from defects in materials and workmanship and shall be covered under full warranty during the lease term. Any purchased units under the \$1 buyout shall continue to be serviced under any extended maintenance agreement.

### 6. TERMINATION

- 6.1 **For Cause**: Either Party may terminate this Agreement with thirty (30) days written notice for material breach, provided the breach is not cured within such period.
- 6.2 **For Convenience**: The District may terminate this Agreement, in whole or in part, without cause upon sixty (60) days prior written notice.

6.3 **Effect of Termination**: Upon termination, Contractor shall immediately cease all services and remove Equipment if not purchased. District shall pay for services rendered up to the effective date of termination.

### 7. INSURANCE & INDEMNIFICATION

- 7.1 **Insurance**: Contractor shall maintain commercial general liability insurance, workers' compensation, and other insurance as required under applicable laws, and shall name the District as an additional insured.
- 7.2 **Indemnity**: Contractor agrees to indemnify, defend, and hold harmless the District, its officers, employees, and agents from and against any claims, liabilities, losses, or expenses arising out of the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the District.

### 8. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to California Education Code requirements and public contracting rules.

### 9. MISCELLANEOUS

- 9.1 Governing Law: This Agreement shall be governed by the laws of the State of California.
- 9.2 **Assignment**: Contractor may not assign this Agreement without the prior written consent of the District.
- 9.3 **Entire Agreement**: This Agreement, including all exhibits and the RFP #2025-01 and Contractor's proposal, constitutes the entire agreement between the Parties.
- 9.4 Amendments: Any modifications or amendments must be in writing and signed by both Parties.

### **SIGNATURES**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

SAN PASQUAL VALLEY UNIFIED SCHOOL DISTRICT	[CONTRACTOR NAME]
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date: