

Board Office Use: Legislative File Info.	
File ID Number	15-1791
Introduction Date	9/24/15
Enactment Number	15-1514
Enactment Date	9/24/15



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent
Ruth Alahydoian, CFO
Michael Moore, Executive Officer, Procurement

Board Meeting Date September 24, 2015

Subject Award of Bid and Contract for Multifunctional Copier / Scanner with Document Management

Action Requested **Adoption by the Board of Education of the Oakland Unified School District of Resolution No. 1516-0015 and Award of Bid and Approval of Contract for Multifunctional Copier / Scanner with Document Management, Bid No. 14-15/13 to Toshiba Business Solutions (hereinafter Toshiba)**

Background The District advertised a Secondary Request for Proposal for a multifunctional copier and scanner (MFCS) with document management software. The equipment is to be network multifunctional in an effort to replace stand-alone printers, scanners and faxes, in order to maximize efficiency and capture copy volume.

Discussion The District advertised on its website and in local newspapers, 32 vendors attended the mandatory meeting, and 14 vendors responded to the Request for Proposal.

Responses received to this Request for Proposal were evaluated as a "best value" procurement. The firm's price is divided by their total technical score to yield a Dollar Price/Point. The lowest Dollar Price/Point is deemed to be the Best Value firm. Technical evaluations were performed by independent evaluators on the following criteria: Hardware, Document/Print Management Solution, Implementation Plan, Service including qualifications of the assigned staff, and References.

As a Secondary Request for Proposal, proposals were submitted in two separate sealed envelopes within the proposal package. Part I contained all responsive materials except those relating to fees and costs. Part II, evaluated separately, contained only information relating to fees and costs.

This procurement made every effort to comply with the District's established Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program. (Resolution 0809-0073) to ensure that small local business enterprises have a meaningful opportunity to participate in the District's procurements.



Recommendation

Adoption by the Board of Education of the Oakland Unified School District of Resolution No. 1516-0015 Award of Bid and Approval of Contract for Multifunctional Copier / Scanner with Document Management, Bid No. 14-15/13 to Toshiba Business Solutions

Fiscal Impact

The contract awarded pursuant to this RFP will **not** be based on a minimum volume level or contain any guarantee of actual copy volume produced by the program. This RFP only sets District standards for equipment, pricing on machines and maintenance service, technical service and “up-time” guarantees. Sites will purchase the machines as needed.

Attachments

- Request for Proposal 14-15/13
- Contract

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**RESOLUTION OF THE BOARD OF EDUCATION OF
 OAKLAND UNIFIED SCHOOL DISTRICT
 RESOLUTION NO. 1516-0015
 AWARD OF BID FOR MULTIFUNCTIONAL COPIER / SCANNER
 WITH DOCUMENT MANAGEMENT**

WHEREAS, Superintendent of the Oakland Unified School District heretofore authorized its Procurement and Distribution Division to declare a request for sealed bids for a Request for Proposal, for a provider of **MULTIFUNCTIONAL COPIER / SCANNER WITH DOCUMENT MANAGEMENT** for a term of three fiscal years beginning July 1, 2015 and extendable for an additional two years following assessment and mutual agreement by the parties as referenced in **BID NO. 14-15/13**; and,

WHEREAS, The Procurement Department did on April 30, 2015 receive bids in response to said advertisement; and,

WHEREAS, Oakland Unified School District seeks a provider for a multifunctional copier and scanner (MFCS) with document management software. The equipment is to be network multifunctional in an effort to replace stand-alone printers, scanners and faxes, in order to maximize efficiency and capture copy volume. The District shall not be obligated to purchase any specific quantity of the products and/or services specified herein. The District reserves the right to increase or decrease these quantities as the District determines is in its best interest; and,

WHEREAS, the Purchasing Department has forwarded to the Board, District staff's recommendation on which bidders have submitted lowest responsible bid, and staff has made recommendation for bid award; and,

NOW, THEREFORE BE IT RESOLVED that this Board accepts the Staff recommendation and does make award to Toshiba Business Solutions, for qualifying as the lowest responsible bidder based on the best value evaluation, ranked on technical criteria and Sealed Cost Proposals submitted and evaluated separately, as referenced in **BID NO. 14-15/13**; and

BE IT FURTHER RESOLVED that all bids other than that of the successful bidder, are hereby rejected; and the Purchasing Department is hereby authorized and directed to return to the unsuccessful bidders their certified or cashier's checks, if one was required; and

BE IT FURTHER RESOLVED that the Superintendent of Schools, through the Procurement Manager, is hereby authorized and directed to restrict the purchase of (MFCS) type equipment to Toshiba Business Solutions for the items awarded.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 24th day of September, 2015, by the following vote, to wit:

AYES: Jumoke Hinton Hodge, Nina Senn, Aimee Eng, Vice President Jody London,
President James Harris

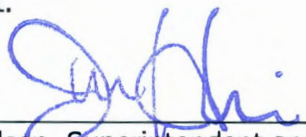
NOES: None

ABSTAINED: Shanthi Gonzales

ABSENT: Roseann Torres

CERTIFICATION

I hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 24th day of September, 2015 with a copy of such Resolution being on file in the Office of the Board of Education of said district.



Antwan Wilson, Superintendent and Board Secretary

REQUEST FOR PROPOSAL

OAKLAND UNIFIED SCHOOL DISTRICT
PROCUREMENT DEPARTMENT
900 HIGH STREET
OAKLAND, CA 94601

PROPOSALS MUST BE RECEIVED BY:

April 30, 2015 by 2:00 P.M. at the above address

Sign the proposal, place in envelope and write RFP Number and Title of Procurement on outside. Sign and return this page. Retain duplicate copy for file.

SIGN AND RETURN THIS PAGE

Proposal Number: 14-15/13

Date: March 10, 2015

Title: MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGMENT

DO NOT INCLUDE SALES OR EXCISE TAXES in proposal pricing.

ALL OFFERORS COMPLETE THIS SECTION:

2015

Upon execution of a Contract, the undersigned agrees to furnish, subject to provisions on the next page, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the proposal, when authorized by Purchase Order or Letter of Agreement issued by the Governing Board of the Oakland Unified School District.

Name under which

Business is conducted: _____

Business street address: _____ Telephone: _____

City

State

Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that they are partners in the business (joint venture) named above and that they sign this proposal with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this proposal with full authority to do so:

Corporate Name: _____

Signed _____ Typed Name _____ Title _____

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR OFFERORS

1. RENDITION OF SERVICES

The Contractor hereby agrees to undertake, carry out and complete all work established herein in a professional and efficient manner satisfactory to The Oakland Unified School District (hereinafter: District) standards.

The professional service or the performance of work or services required by the District cannot satisfactorily be performed by the regular employees of the District.

2. CONTRACTOR'S STATUS

Neither the Contractor nor any party contracting with the Contractor shall be deemed to be an agent or employee of the District. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing services for the Contractor shall be one solely between said parties.

Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District. Contractor shall be solely responsible for reimbursing any subcontractors and the District shall have no obligation to them.

3. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of the District and the District shall be entitled to access thereto, and copies thereof, during the progress of the work.

In the event that the work, which is the subject of this Agreement, is not completed, for any reason whatsoever, all materials generated under this Agreement shall be delivered as the District may direct.

4. RECORDS

The Contractor shall permit the authorized representatives of the District to inspect and audit all data and records relating to performance under this Agreement. Contractor shall maintain all such records for a period of three (3) years after the District makes final payment under this Agreement.

5. TERMINATION FOR DEFAULT

In the event the Contractor breaches the terms or violates the conditions of this Agreement, and does not within ten (10) days of written notice from the District cure such breach or violation, the District may immediately terminate this agreement, and shall pay the Contractor only its allowable costs to the date of termination.

6. TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time for the District's convenience and without cause at any time by giving the Contractor written notice of termination. The Contractor will be paid for those services performed pursuant to this Agreement to the satisfaction of the District up to the date of notice of termination. The Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same and dispose of it in the manner the District directs.

7. NON-DISCRIMINATION

In connection with the execution of any Agreement hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age as defined in Section 12926 Government Code.

8. INDEMNIFICATION

The Contractor shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

9. CHANGES

If any changes to the scope of services are sought by either party that would require a modification of the amount of compensation, the changes must be reviewed in advance of any action to implement the change by the Project Manager and the Procurement Department.

The District may at any time by written order make changes within the Scope of Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed

upon work, the Contractor shall notify the District in writing of the amount of time and compensation adjustments that are required.

In the event the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of services and would result in an adjustment to the amount of compensation specified herein, Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting therefrom.

Any and all agreed upon pertinent changes shall be expressed as a written modification to this Agreement prior to implementation of such changes.

10. DISPUTE RESOLUTION

In case any disagreement, difference or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Agreement or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rules of the American Arbitration Association.

Any award made by the Arbitrator(s) shall be final, binding and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid as the Arbitrator(s) shall, by their award, direct.

The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to the controversy involved; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and only in the manner permitted by law.

11. NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

12. PROHIBITED INTERESTS

No member, director, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

The District may require Contractor to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

13. WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14. GOVERNING LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

15. INSURANCE

Depending on the nature of the services being solicited, the District may have certain minimum insurance requirements. See Special Requirements section 27.

MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGMENT

SPECIAL CONDITIONS

16. GENERAL INFORMATION

The Oakland Unified School District, organized under the laws of the State of California, which provides public education to approximately 48,000 students and utilizes 118 sites. The District has approximately 5,000 employees and is financed through property taxes, and state and federal funding.

This Request for Proposal (RFP) outlines the scope of services requested as well as information that should be included in the proposal. Contractors responding to the RFP will provide a cost per copy rate to provide new equipment pursuant to the specifications herein, including installation and training to end users. All equipment is to be network multifunctional in an effort to replace stand-alone printers, scanners and faxes, in order to maximize efficiency and capture copy volume.

The per-copy rate will include all maintenance in accordance with the service level specifications contained herein including parts and consumable supplies (exclusive of paper) and ongoing program administration.

Expected Expenditure: \$200,000.00 (This price is expected - not guaranteed)

To be considered, one (1) original version and three (3) copies of written proposals must be submitted. Your submission shall be submitted to:

Oakland Unified School District
Procurement Department
Mr. Joel Ross
Procurement Manager
900 High Street, 2nd Floor
Oakland, California 94601

All proposals should be clearly marked **14-15/13 MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGMENT.**

Proposals not received at the designated location and by the designated date/time will NOT be considered for award. Facsimile or electronic transmissions of proposals will not be accepted.

Proposals will remain in effect for ninety (90) days from the designated date for receipt of proposals, unless mutually extended. No pre-award costs will be reimbursed by the District. The signatures of the District's Governing board or its authorized designee, will constitute a binding award.

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17. MINIMUM PROPOSAL REQUIREMENTS

Interested consultant firms must submit written proposals responding to the requirements of this Request for Proposal (RFP). Each proposal must be submitted in two (2) separate sealed envelopes within the proposal package. Part I will contain all responsive materials **except** those relating to fees and costs. Part II will contain **only** information relating to fees and costs.

Proposals must be received from each bidding firm in a sealed package, labeled with the RFP number **14-15/13** and must contain one **(1) master and (3) copies, for a total of 4 hard copies. A CD of the proposal in Microsoft Word (un-protected) must also be included with the Master proposal.**

**FAILURE TO MEET THIS CRITERIA WILL DEEM BIDDER/VENDOR
NONRESPONSIVE.**

Specifically, proposals shall include the following information, presented in a clear, comprehensive, and concise manner:

- A. Name of consultant/firm, principals, addresses, telephone numbers and e-mail addresses.
- B. Name, title and resume of each principal who will be directly providing services to the District. Also, provide resume for the account executive that would be responsible for the District's account.
- C. A list of three (3) client references (public and/or private) for whom your firm has performed similar services within the past five (5) years, specifying:
 - Company name
 - Contact person and contact person's title
 - Contact person's address, phone number, fax number and e-mail address
- D. Brief description of the firm's history, growth, and length of time in business under the same name.
- E. Written narrative describing your firm's ability and specific approach to providing the services requested in this RFP.
- G. Please indicate Distribution and Service Centers that will service each of our facilities, and the delivery timeframe for each purchase, repairs and maintenance.

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SPECIAL CONDITIONS

18. EVALUATION AND AWARD

Evaluation Factors (all weighted equally)

Technical:

MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGEMENT

A. HARDWARE:

- a. Proposed product and pricing information "Desktop"
Manufacturer: 0 to 3,499 pages per month
CPM Monthly Volume
1 ≤ 30 <3000
 - b. Proposed product and pricing information "Office" *
Manufacturer: 7,500-17,999 pages per month
CPM Monthly Volume
35-50 9000-15000
 - c. Proposed product and pricing information "Department" *
Manufacturer: 40,000-70,000 pages per month
CPM Monthly Volume
>55 ≥20,000
1. *Items b and c above, must offer duplexing, stapling, enlarge/reduce capability, sorter, and total 2000 minimum sheet capacity. Multi-Functional Digital Devices (Copier/Printer/Scanner/Fax) *Item b is a machine that is capable of making color copies.
 2. The length of the equipment warranty period should be clearly stated for each model offered, whether in terms of days, months, years, number of copies made, etc.
 3. Include complete manufacturer's descriptive literature or brochures sufficient in detail in order to allow full and fair evaluation and comparison. Failure to provide this information may result in the proposal being rejected.
 4. Identify minimum number of service calls and service history requirements before the District may deem a piece of equipment a "lemon" and seek a replacement of "like for like."

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SPECIAL CONDITIONS

5. All copy volume statistics are provided for informational reference only. The contract awarded pursuant to this RFP will not be based on a minimum volume level or contain any guarantee of actual copy volume produce by the program.

The minimum requirements for output devices in all of the levels are as follows:

- I. All equipment must be digital and have capability of providing or upgrading to network;
- II. All equipment/software must be compatible with the networking protocol TCP/IP and be capable of operating from Windows 7 Professional 32 bit and 64 bit, and Macintosh OSX environments;
- III. All equipment must have 100/1000:MB Ethernet connection;
- IV. All equipment shall be new, assembled for the first time from new, parts and components by the manufacturer. The District shall be the first user of the new equipment with no previous placements on rental, lease, or as a demonstration unit.

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B. SERVICE:

- a. Set up, connect, and test communications of hardware.
- b. Initiate required document management software and coordinate installation with OUSD's technical staff.
- c. The term of the agreement resulting from this RFP will be 3 years with an option to renew for two (2) additional one year with written mutual agreement by both parties. The renewal option, if exercised, shall be used to assess the services and performance of the copier fleet to determine program and contract requirements.
- d. The proposed work plan and schedule.
- e. Contractor shall provide OUSD with a process to generate meter read reports using comparable method to the monthly invoice for audit purposes.

MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGEMENT

C. PERFORMANCE:

- a. OUSD Business Manager shall conduct a quarterly meeting with Contractor to review the account and set targets and strategies to optimize program performance. Contractor shall

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provide OUSD with quarterly reports by the 15th of the following month as follows:

- Population of copiers sorted by location and module
 - Quarterly performance reports
 - Quarterly cost reports Contractor shall provide other reports as reasonably requested by OUSD during the term of the Agreement and any extension(s) to such term at no cost to the District.
- b. Maintaining the fleet of duplicating program copiers in optimum operating condition throughout the term of this agreement is of paramount importance to the success of the program. Each machine provided hereunder will be guaranteed to be operational with a quarterly uptime average of 95%, provided it is operated in accordance with manufacturer's instructions and within stated performance parameters. Total machine availability will be based on a 40 hour work week. Downtime will be defined as beginning at the time OUSD places a phone call for service and continuing until the technician completes the service call.
- c. If at any time during the service contract, a photocopier does not perform in accordance with the above uptime average, does not perform in accordance with manufacturer's specifications, or exhibits substandard performance that materially effects the machine's performance, Vendor will, at no expense to OUSD or additional per copy cost replace the photocopier with equipment of comparable or greater capability. The replacement photocopier will be subject to all the same provisions herein as the original equipment. There will be no extension of the service agreement term resulting from a machine replacement pursuant to this paragraph.

D. Cost:

Please Price out the Cost for each of the three (3) units, separately.

- a. Non-recurring Costs, One-time cost for installation and setup.
- b. Monthly Recurring Costs.
- c. Please provide any optional pricing that the proposer feels pertinent.

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B. Evaluation Process

1. All proposals are evaluated and ranked on technical criteria.
2. Proposals that are technically acceptable are re-evaluated with price as a consideration using a "best value" approach, which is discussed in more detail on the following page.
3. Using both technical and pricing evaluation, proposals are ranked yielding a competitive range. That would include proposals susceptible to award.
4. The District may negotiate with proposers in the competitive range, or elect to award a contract based on an initial written proposal submission. The District will award to the consultant whose proposal is deemed most advantageous to the District, with cost as a consideration.
5. The District may conduct interviews with firms in the competitive range.

C. Best Value

1. Proposals received in response to this RFP will be evaluated as a "best value" procurement.
2. The technical portion of a received proposal will be evaluated. That evaluation constitutes 100% of the points.
3. The firm's price is divided by their total technical score to yield a Dollar Price/Point. The lowest Dollar Price/Point is deemed to be the Best Value firm.
4. It is conceivable that neither the lowest priced firm nor the firm receiving the highest technical points may receive a recommendation for award.
5. Award will be based on total points available, inclusive of possible oral interview/presentation points, and any revised written scoring, resulting from a possible Best and Final Offer (BAFO).

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6. The District may utilize a BAFO with those firms susceptible to award.

19. RELEASE OF INFORMATION

Before releasing any reports, promotional materials or information prepared in connection with this Contract, the consultant shall provide a copy or copies for first review by the District.

20. PROTEST PROCEDURES

A. Protest before Opening

Proposal protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, with the Operations Officer, Michael Moore, Sr., within ten (10) days prior to the proposal opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. Protest of Award

A Proposer (or other interested party as defined under the District's Procurement Procedures) may file a protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of notice of award or non-award of contract by the District.

Copies of the District's Procurement Procedures should be obtained from the District's Legal Counsel.

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S WRITTEN PROCUREMENT PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

21. PROHIBITED INTERESTS

No director, member, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Contractor covenants that it presently has no interest that would conflict in any manner with performance of services under this contract. Contractor further covenants that, in the performance of this contract, no person having any such interest shall be employed by contractor. Contractor further

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covenants that it receives no commissions or other payments from parties other than the District as a result of services performed hereunder.

22. EQUAL OPPORTUNITY / NON DISCRIMINATION

It is the policy of the District to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which minority and small/local business can compete for all District contracts. In connection with the performance of this contract, the contractor will cooperate with the District in furthering the District's policy.

23. SMALL LOCAL BUSINESS PROGRAM

The Oakland Unified School District has established a Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program. (Resolution 0809-0073) to ensure that small local business enterprises have a meaningful opportunity to participate in the District's procurements.

The District believes that a Small Local Business Procurement Policy can provide support to small local businesses and enable them to more effectively compete for OUSD procurements. Under the current Policy, a Local Business is a business which meets the U.S. Government's Small Business Administration (SBA) size standard and is located within OUSD's geographical service area.

Contractors doing business with OUSD are encouraged to utilize small local businesses in their subcontracts. Contractors responding to this solicitation **shall** complete and submit with their response, the Small Local Business Procurement Worksheet (attached to this solicitation), which indicates whether they intend to use small local businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to small local businesses. Contractors can contact the Procurement Manager or Board Secretary for information on Local Business resources.

24. VENDOR REGISTRATION

If you are not already an OUSD registered vendor, Vendor Registration is required prior to contract award. Offerors/Bidders should access www.webportal/ousd.k12.ca.us, select: Departments, Financial Services Procurement and Distribution, and register as a OUSD vendor. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) in offers/bids. Contact the Procurement Department for assistance.

MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGMENT

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25. TYPE OF CONTRACT

The District anticipates awarding a firm-fixed price contract.

26. PERIOD OF PERFORMANCE

Consultant performance will commence upon the execution of contract and approval of the Board of Education. The term of the agreement resulting from this RFP will be 3 years with an option to renew for two (2) additional one year with written mutual agreement by both parties.

27. INSURANCE

Insurance:

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

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MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGEMENT

SCOPE OF SERVICES

1. INTRODUCTION

The Oakland Unified School District (OUSD or District) is seeking to contract with a firm to advise, procure and maintain multifunctional copiers and document archive/management.

2. CONSULTANT SPECIFIC RESPONSIBILITIES

- a. Have a good understanding of OUSD history, organizational structure, responsibilities and requirements.
- b. Develop a work plan and schedule for the Evaluating Panel to review and approve.
- c. Meet individually and collectively with the IT Manager and Evaluating Panel to understand what the District expects of the copier/document management requirements.
- d. Review the approved specifications and develop projected packages for each location, considering school site needs and central administration office needs.
- e. Determine industry standards with comparable copier hardware and document management software solutions.
- f. Recommend to the Evaluating Panel, and assist the Panel in developing a preferred copier/document management solution.
- g. Perform thorough checks on each solution offered to ensure compatibility with existing District programs and hardware.
- h. Assist the Panel in developing the process, placement and maintenance.
- i. Equipment Proposal: For each machine segment identified, Bidders shall submit a Machine Requirements page. For each speed segment the Machine Requirements pages should list specifications, features and configuration options applicable to that segment. The machine requirements are intended to establish a minimum level of quality and to be descriptive not restrictive. Bidders may list additional features or configured options ONLY if the features or options are included as standard equipment in the cost per copy rate proposed.

MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGMENT

SCOPE OF SERVICES

- j. Service Plan: Provide a detailed narrative describing how Bidder proposes to service and maintain the copiers in accordance the service level described in the minimum requirements section. The narrative should address issues such as the experience and training of technicians assigned to the account, the scheduling and assignment of technicians, maintenance of parts and supply inventory, preventive maintenance schedules, etc. Due to security factors, secured locations and other factors, the District reserves the right to request that the vendor(s) not rotate several technicians in and out of District campuses.

Briefly describe how you will meet or exceed each of the following service requirements.

- I. Maintenance
- II. Repairs
- III. Delivery and Pick up
- IV. Risk of Loss
- V. Use of Equipment: Taxes
- VI. Summary Billing
- VII. Warranties
- VIII. Ordering Methods – toll-free phone & fax, internet, e-procurement
- IX. Order Confirmations
- X. Reporting – usage, quality/performance, quarterly program meetings

- k. Administration Plan: Provide a detailed narrative describing how Bidder proposes to manage the Administrative component of the agreement. The narrative should address issues such as determining machine volumes and monthly billing procedures; any requirements for OUSD with regard to equipment service agreement, finance, the provision of regular usage and service analyses and ongoing program review.

The District reserves its right to modify and refine the scope of services in consultation with the selected firm.

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ATTACHMENT NO. 1 SMALL LOCAL BUSINESS PROCUREMENT INFORMATION

The Oakland Unified School District encourages the utilization of small local businesses and in their subcontracts. Under Approval and adoption by the Board of Education of Resolution 0809-0073 The 2008 L/SL/SLRBE established a twenty percent (20%) mandatory local participation requirement on all District contracts and professional service agreements. , L/SL/SLRBE Program, all formally bid contracts will require the lowest responsive bidder to include, at a minimum, twenty percent (20%) local, small local and/ or resident small business owner involvement. In exchange for exceeding the 20% threshold, bidders will receive bid incentives in the form of discounts and/or preference points, marking down their bids and ratings by up to 5 percent (5%).

A Small Local Business is a business that meets the U.S. Government's Small Business Administration (SBA) size standard and is located within Oakland, CA. Contractors can contact the OUSD Legal Department for Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program / Policy. resources.

Contractors responding to this solicitation **shall** complete the following questions and include this Worksheet with their bid or proposal, indicating whether they intend to use Small Local Businesses in the contract to be awarded and, if so, the percentages of contract work to be allocated to Small Local Businesses. If there is no opportunity for SLBE utilization, please indicate on this Form with "N/A".

Subcontractor name	SLRBE	% of project work	Certification No.
Subcontractor name	SLRBE	% of project work	Certification No.
Subcontractor name	SLRBE	% of project work	Certification No.

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ATTACHMENT NO. 2 - DESIGNATION OF SUBCONTRACTORS

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, bidder shall list the name and address of each subcontractor, including D.B.E. subcontractors to whom the bidder proposes to Subcontract more than ½ of 1 percent of the work, and description and portions of the Work or services Subcontracted. **If you do not intend to subcontract any work under the contract, please indicate on the form with "N/A".**

Attach additional copies of this form if more space is required.

Name:
Address:
Estimated dollar amount of subcontract & description of work:
Is the firm a DBE? (YES/NO/PENDING)
How many years has the firm been in business?
What are the firm's gross annual receipts for the most recent three years?

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Proposed RFP Schedule

Release of RFP	March 10, 2015
Mandatory:walk-through (late arrival will not be admitted)	April 3, 2015
Deadline for questions/clarifications:	April 10, 2015
It is anticipated that answers will be sent by:	April 17, 2015
Deadline for receipt of proposals:	April 30, 2015
Complete review of proposals by OUSD and selection/notification of finalists:	May 8, 2015
Vendor presentations and/or site visit (only if deemed necessary by OUSD)	May 14, 2015
Notice of Intent to Award (approximate)	June 3, 2015
Anticipated award date:	June 11, 2015

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All formal inquiries or requests for significant or material clarification or interpretation, or notification to the Oakland Unified School District of errors or omissions, relating to this Request for Proposal must be directed in writing, via email to:

Michael Moore, Sr.
michael.moore@ousd.k12.ca.us
Operations Officer
Oakland Unified School District
900 High Street
Oakland, CA 94601

Joel Ross
joel.ross@ousd.k12.ca.us
Procurement Manager
Oakland Unified School District
900 High Street
Oakland, CA 94601

A vendor mandatory walk-through has been scheduled for Friday, April 3, 2015 @10:00 a.m. at:

Oakland Unified School District
Procurement Department
900 High Street, 2nd Floor
Oakland, CA 94601

Plan to spend a minimum of two (2) hours for the walk-through.

MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGEMENT

CONTRACT

By Oakland School District Board of Education of Resolution No. 1516-0015, the Board of Education authorized the Award of Bid for Multifunctional Copier/Scanner with Document Management, pursuant to Bid No. 14-15/13, issued on April 30, 2015, to Toshiba Business Solutions and authorized the Superintendent to enter into Contract per the terms and conditions of the RFP. Toshiba Business Solutions (hereinafter "Contractor") and the Oakland Unified School District (hereinafter "District") hereby agree to the following terms:

1. SCOPE OF WORK

Contractor shall provide the Multi-Functional Copier/Scanner at the agreed upon price and scope of services as outlined fully in the Request for Proposal No. 14-15/13 and incorporated herein by reference, as Exhibit A.

2. RFP EXPRESSLY INCORPORATED HEREIN; COMPONENT PARTS OF AGREEMENT

The terms and conditions in the RFP are expressly incorporated into this Agreement and shall govern all transactions between the parties.

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of this Contract by reference. In the event of a conflict, these documents shall control in order of precedence set forth below:

- A. This Contract.
- B. Request for Proposal No. **14-15/13** and all addenda, as applicable.
- C. Toshiba Business Solutions' Proposal to RFP No. **14-15/13**.

3. PERIOD OF PERFORMANCE

Services under this proposed Contract shall commence upon date of award and continue for a period of three years, unless extended by the parties for an additional two years as outlined fully in the Request for Proposal No. 14-15/13. Contractor shall not be held liable for delays resulting from scheduling problems on the part of the District.

4. CONTRACT PRICE

The District agrees to pay for the copier machines, as needed, in accordance with the submitted proposal. Award for these services will be on a firm-fixed price basis as copier/scanner machines are purchased by various sites within the District. The District and Contractor must mutually agree upon any adjustments in payment. Invoices for services performed shall be submitted monthly by Contractor to the District's Accounts Payable department. **The Contract Number and Purchase Order Number must be referenced on all invoices. Failure to do so could delay payment.**

MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGEMENT

CONTRACT

5. NOTICES

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

THE DISTRICT:

Oakland Unified Purchasing Services
900 High Street
Oakland, California 94601

CONTRACTOR:

Toshiba Business Solutions
9740 Irvine Blvd.
Irvine, CA 92620

7. SEVERABILITY

If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this agreement, which shall otherwise remain in full force and effect.

8. BINDING EFFECT

All of the terms, provisions, and conditions of the Contract hereunder shall be binding upon and inure the parties hereto and the respective successors, assigns and legal representatives.

9. CONFLICT OF INTEREST

By signing this Contract, Contractor covenants that it presently has no actual knowledge of any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services called for under this contract. Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed by Contractor, and that Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder. Failure to comply with this provision serves as a basis for termination for default and the collection of any damages.

10. VENUE

This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGEMENT

CONTRACT

11. ENTIRE AGREEMENT

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this agreement shall be void and of no effect.

- 12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.sam.gov/>)

- 13. Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

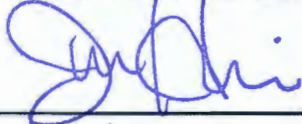
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MULTIFUNCTIONAL COPIER/SCANNER WITH DOCUMENT MANAGEMENT

CONTRACT

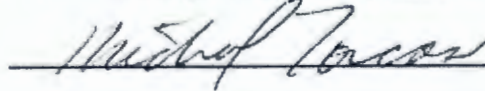
IN WITNESS WHEREOF, the parties have executed this Contractor on the dates set forth below.

OAKLAND UNIFIED SCHOOL DISTRICT:

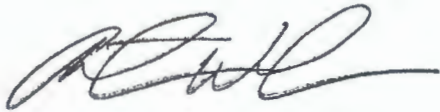


James Harris
Board President

TOSHIBA BUSINESS SOLUTIONS, A DIVISION OF
TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

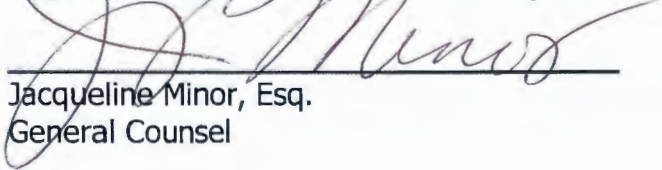


Michael Torcaso, Vice President, Chief Financial Officer
Name and Title



Antwan Wilson
Superintendent and Board Secretary

Approved as to Form:



Jacqueline Minor, Esq.
General Counsel

File ID Number: 15-1791
Introduction Date: 9/24/15
Enactment Number: 15-1514
Enactment Date: 9/24/15
By: 812