



REQUEST FOR PROPOSALS

MANAGED PRINT AND COPIER SERVICES RFP # 2020-02

RFP RELEASED: 02/10/2020

TECHNICAL QUESTIONS DUE: 4:00 p.m. on 2/24/2020

PROPOSALS DUE: No later than 2:00 p.m. on 3/5/2020

SUBMIT PROPOSALS TO:

San Bernardino Community College District

ATTN: Steven Sutorus, Business Manager

550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408

Email: ssutorus@sbccd.edu



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1.0 INSTRUCTION TO VENDORS

This section will provide necessary information for vendors to qualify as legally “responsive” to this Request for Proposals (RFP). This section should be studied carefully before attempting to respond so that proposals are not rejected on a minor technicality that could have been avoided.

1.1 NOTICE FOR INVITING PROPOSALS

Notice is hereby given that the Governing Board of the San Bernardino Community College District (SBCCD) of San Bernardino County is issuing a Request for Proposal for a qualified contractor to provide the implementation/deployment of a managed print and copier services program that will be utilized district wide as summarized in the scope of work herein. SBCCD hereby invites you (VENDOR) to submit a Proposal according to the terms and procedures defined herein no later than 2:00 PM, 3/5/2020 directed to Steve Sutorus, Business Manager, at 550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408 as per the specifications on file with Purchasing Office.

1.2 OVERVIEW

San Bernardino Community College District (SBCCD) is seeking proposals from qualified contractors who can provide a comprehensive print management and copier service program for SBCCD and its subordinate entities. SBCCD intends to contract with one qualified contractor to provide the following services: the purchase, lease, maintenance, and/or repairs of networked copiers; a networked copier usage and maintenance monitoring software program; an automated support and supply ordering program; a maximum response time and minimum machine down time guarantee; a flexible buy-out and transition program for existing copiers; fleet utilization reporting; a fleet asset management and replacement program; fleet reconfiguration services; and an integrated print management software program.

1.3 REJECTION OF PROPOSALS

SBCCD’s Governing Board reserves the right to reject any or all proposals or any part of each proposal; to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets SBCCD’s needs to receive an award **after** successful contract negotiations. VENDOR may not withdraw its proposal for a period of **one hundred eighty (180) days** after the opening thereof.

1.4 SUBCONTRACTORS

If a subcontractor will be used by VENDOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.

1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES

1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBCCD. The VENDOR shall maintain Workers’ Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBCCD requires the



following levels of coverage:

- A. Commercial General Liability including personal injury and property damage in the amount of \$1,000,000;
- B. Employer's Liability in the amount of \$1,000,000;
- C. Professional Liability in the amount of \$1,000,000;
- D. Automobile Liability, all automobiles, in the amount of \$300,000 for combined single limit.

1.5.1.1 INSURANCE POLICY REQUIREMENTS

The foregoing insurance coverage plans shall be primary and non-contributing with respect to any other insurance which may be maintained by SBCCD.

- A. All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include the San Bernardino Community College District as an additional insured and contain a Cross Liability or Severability Clause.
- B. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against SBCCD.
- C. SBCCD does not represent or warrant that the types or limits of insurance adequately protect VENDOR'S interest or sufficiently cover VENDOR'S liability. Failure by VENDOR to maintain the insurance coverage plans specified herein shall be considered a material breach of this Agreement.
- D. Prior to commencing work, VENDOR will furnish SBCCD with properly endorsed certificates of insurance acceptable to SBCCD which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to SBCCD. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: San Bernardino Community College District, Attn: Virginia Diggle, 550 East Hospitality Lane, Suite 200, San Bernardino CA 92408.
- E. No payments will be made to VENDOR until current and complete certificate(s) of insurance are on file with the Business Services Department of SBCCD.

1.5.2 NON-COLLUSION AFFADAVITS

Affidavits are required to be completed by the VENDOR declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix D.

1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

Vendors may designate selected portions of their proposal as confidential, such as proprietary information not publicly disclosed about their products. However, if a claim to release the confidential portion is made under the California Public Records Act, SBCCD will notify the VENDOR of such a claim but will not defend the VENDOR's rights to privacy.

1.5.4 SB 854 DIR COMPLIANCE

Bidders are advised that this contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm> As of March 1, 2015 all



contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

1.6 CONFIDENTIALITY

The submitted proposals and Response Forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250). SBCCD will notify the VENDOR of any public request for disclosure of such documents.

1.7 PROPOSAL FORMAT

VENDOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the VENDOR's responsibility to present that information during the RFP Window (the time following RFP release and the date the RFP Responses are due). Failure to disclose any of these costs in the RFP Response may constitute disqualification. All proposals should be submitted in the following format to enable SBCCD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

Section 1.0 EXECUTIVE SUMMARY

Vendors are asked to outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

Section 2.0 VENDOR PROFILE

Vendors may describe in narrative form the nature and history of their company, relationships with other vendors if proposing jointly, etc.

Section 3.0 LEGAL SPECIFICATIONS

Vendors may wish to clarify their responses on the legal specifications and their policies with respect to contract negotiations. A blanket rejection of all SBCCD Professional Services Agreement terms in lieu of VENDOR standard contract terms will deem VENDOR as non-responsive and may remove them from consideration.

Section 4.0 PROJECT SPECIFICATIONS

VENDOR shall outline and describe their products and services proposals following the scope and specifications enumerated in Section 4.0. Specific exceptions to SBCCD specifications should be described and justified here as well as any additional information the VENDOR feels relevant to their proposal. Paragraphs shall be numbered to follow the enumeration of Section 4.0 so as to provide the Evaluation Committee the ability to objectively score each proposal.



Appendices:

The only official response to this RFP is what is submitted on the RFP Response and the appendices included with this proposal. Ancillary and supplemental comments will be considered in the evaluation but cannot substitute or contradict responses put in the forms.

Appendix A – List of San Bernardino Valley College Copiers

Appendix B – List of Crafton Hills College Copiers

Appendix C – List of District and District Sites Copiers

Appendix D - Non-Collusion Affidavit

No additional directions necessary. This standard form is self-explanatory.

Appendix E - Vendor Profile Form & Designation of Names

This is the official signature page for the RFP Response and where pertinent information is identified.

Appendix F - Professional Services Agreement

Included in this appendix to the RFP is an example of all of SBCCD's required legal clauses. If an alternate is proposed, exact language must be included in VENDOR response.

Appendix G – Local Vendor Preference

Please fill out and include the local vendor preference form and include the necessary documents if your organization qualifies.

Appendix H - Financial Statements

Please furnish financial information that accurately describes the financial stability of VENDOR.

1.8 PROPOSAL SUBMISSION

Submit 5 (five) copies of the completed RFP response in a sealed envelope, as well as one portable flash drive containing the proposal in a single electronic document formatted in PDF. All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries.

Proposals must be received in **sealed envelopes or containers** clearly showing the VENDOR name, address and **San Bernardino Community College District, Managed Print and Copier Services RFP 2020-02**. No proposals may be withdrawn after submission.

1.9 VENDOR CONDUCT

During the RFP Window (from release of this RFP to Final award), VENDOR is not permitted to contact any SBCCD employees or members of the Governing Board unless



at the request of SBCCD's designated contact person found on the title page of this RFP or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.10 QUESTIONS REGARDING THIS RFP

Any administrative or technical questions concerning the requirements presented in this RFP must be directed to the contact on the title page of this RFP via e-mail. Technical questions must be submitted to Steve Sutorus no later than 4:00 pm on 2/24/2020. The email address is: ssutorus@sbccd.edu. The Evaluation Committee will draft responses to be posted as Addenda.

1.11 CONTRACT DOCUMENT

Certain contract language acceptable to SBCCD covering all of the services specified in this RFP are detailed in Appendix F and Section 3.0 related thereto. No terms or conditions can be added or changed by vendors after the proposals are received by SBCCD. Attempts to change the terms or conditions specified after the proposals are received by SBCCD may cause a proposal to be rejected as non-responsive. Vendors may propose alternate and additional language to the terms provided, but are subject to negotiation and acceptance by SBCCD

1.12 EVALUATION

The SBCCD Evaluation Committee will review proposals and determine those that are responsive. The Evaluation Criteria include, but are not limited to, the following:

- a. Compliance with Required Forms, Certificates, and format,
- b. Completion of the RFP Response Forms,
- c. Acceptance of SBCCD's Professional Services Agreement or alternatives proposed;
- d. Sufficient references for which similar types of services had been provided
- e. Specialized experience and technical competence of the firm considering the type of service required, record of performance, and experience of proposed personnel
- f. Specialized experience and technical competence of the proposed staff considering the type of work
- g. Knowledge and understanding of the local environment and local presence for interfacing with the District
- h. Value, price and quality of services to be rendered
- i. Stability of the firm

In the event a single proposal is received, SBCCD may conduct a separate cost analysis of the proposal. Where it is not possible to obtain a valid cost analysis, it may be necessary for SBCCD to conduct an independent cost analysis of the proposal price.

1.13 COST OF PROPOSAL DEVELOPMENT

SBCCD disclaims any financial responsibility for, and VENDOR shall be solely responsible for, any costs incurred by the VENDOR in responding to this RFP, whether or not it is the successful VENDOR, including the costs for bonding, legal costs for any reason, visitation/travel expenses, reproduction, postage and mailing, and the like.



1.14 RFP INTERPRETATION AND ADDENDA

Any changes, clarifications, or other interpretations regarding this RFP will be sent by SBCCD to each VENDOR who has received or requested an RFP and in addition, will be posted on District's website. These Addenda will become part of the RFP and will be included by reference in the Final contracts between the VENDOR(s) and SBCCD.

1.15 AWARD

As explained above, any award is subject to successful contract negotiations between SBCCD and the selected VENDOR. Selection as the Preferred Vendor is not an award and the process will be concluded with the execution of the final agreement(s) with the VENDOR concerned pursuant to Governing Board authorization.

The final Agreement(s) shall be signed by the successful VENDOR and returned, within ten (10) working days after the Agreement has been mailed or otherwise delivered to VENDOR. No Agreement shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Agreement within ten (10) working days after the Agreement has been mailed or otherwise delivered to the successful VENDOR shall be just cause for the cancellation of the award. Award may then be made to an alternative VENDOR (selected by the Loss Control Committee), or the proposal may be re-advertised as SBCCD may decide.

1.16 INDEMNIFICATION

VENDOR agrees to indemnify, defend and hold harmless SBCCD and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of VENDOR or VENDOR's subcontractor, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of VENDOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) VENDOR breach of its warranties or obligations under this Agreement.

The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

1.17 NOTICE OF SUIT OR ACTION FILED

The VENDOR shall give SBCCD immediate notice of any suit or action filed or prompt notice of any claim made against SBCCD arising out of the performance of this contract. The VENDOR shall furnish immediately to SBCCD copies of all pertinent papers received by the VENDOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the VENDOR shall authorize representatives of SBCCD to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.



1.18 PROHIBITED INTEREST

No Board member, officer, or employee of the San Bernardino Community College District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

1.19 FINAL CONTRACT

The following documents are considered part of the final agreement, in order of precedence:

- A. The final agreement between SBCCD and the VENDOR(s);
- B. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the Final agreement;
- C. The VENDOR proposal in total, including all addenda and attachments;
- D. This RFP as originally released, with Appendixes, Exhibits, and any addenda released prior to proposal opening;
- E. RFP Response and any addenda released prior to proposal opening.

SBCCD may terminate any resulting Agreement(s) for convenience at any time by giving the VENDOR written notice thereof. Upon termination, SBCCD shall pay the VENDOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by SBCCD to effect such termination. The effective date of termination shall be the date of Notice of Termination.

1.20 TIMELINE

The anticipated timeline, subject to change, for the complete process is as follows:

Event	Tentative Date
RFP Release – Response Window Opens	02/10/2020
Job Walk San Bernardino Valley College – 8:30 am CTS 101	02/18/2020
Job Walk Crafton Hills College – 8:30 am LRC 119	02/19/2020
Job Walk District/District Sites – 9:00 am District Office Lobby	02/20/2020
Technical Questions Due – 4:00 pm	02/24/2020
Proposals Due – Response Window Closes – 2:00 pm	03/05/2020
Preferred Vendor selected, contract negotiated and awarded	04/10/2020
Contract subject to Governing Board approval	05/14/2020
Work Commences	07/01/2020



2.0 DISTRICT PROFILE

The San Bernardino Community College District was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. The District includes two comprehensive community colleges: San Bernardino Valley College and Crafton Hills College, an Economic & Corporate Training Center, and KVCR-TV and FM. The District employs approximately 800 full-time permanent faculty and staff and approximately 600 part-time faculty, and have approximately 20,000 students enrolled in one or more courses during the 2019 Fall Semester.

3.0 LEGAL SPECIFICATIONS

SBCCD's Legal Specifications are contained in a sample contract template in Appendix F. This reflects the terms and conditions necessary to be included in the Final agreement(s) for the products and services specified herein. These specifications are to be used as the basis for the Final agreement(s) but are negotiable. The purpose will be to standardize the evaluation of the VENDOR agreements and to augment them where there are provisions required by SBCCD that are not included in the existing VENDOR agreements. SBCCD requires that each of these specifications be addressed in the Final agreement(s) in essentially the language provided or some acceptable substitute language. The inclusion of the VENDOR standard forms and/or boilerplate does not constitute a response to these Legal Specifications.

4.0 PROJECT SPECIFICATIONS

This section will provide necessary information regarding the services SBCCD shall expect outlined and described in a successful proposal. Services proposed in addition to the Scope of Project should be separately identified and quoted, and SBCCD shall consider these additional services optional.

Job Walk: Prior to submitting a response it is recommended for the VENDOR to schedule a walk through each district location with no more than 2 representatives for each location to be better able to gauge the scope of the job. Dates will be as follows: SBVC 2/18/2020 – 8:30 am at CTS 101, CHC 2/19/2020 8:30 am at LRC 119, District & District Sites 2/20/2020 9:00 am at District Office lobby (550 E. Hospitality Lane). Contact Steve Sutorus, Business Manager at ssutorus@sbccd.edu if more information is needed.

4.1 QUALIFICATIONS & EXPERIENCE

This section should establish the ability of VENDOR to exceptionally perform the required work by reasons of demonstrated competence in the proposed services to be rendered, the nature and relevance of similar work currently being performed or recently completed, and competitive advantages over other firms in the same industry.

- A. Furnish background information including date of incorporation/founding, legal form, location of offices, principal line of business, number of employees, days/hours of operation and any other pertinent data.
- B. Describe most noteworthy qualifications for providing proposed services to be rendered. Specifically highlight those qualifications that provide a competitive



- advantage.
- C. Describe any significant developments in organization such as changes in ownership or personnel in the past five years.
 - D. Describe any litigation pending against VENDOR.
 - E. List, at minimum, three references to include the reference's firm, name, respective salutation, position title, mail address, phone number, fax number, and email.
 - F. Identify Project Manager assigned to SBCCD account. Include a detailed resume of Project Manager including description of qualifications, professional certifications, job functions, and office location.
 - G. Identify the key personnel that would be assigned to SBCCD account. Include brief resumes of key personnel including description of individual qualifications, professional certifications, job functions, and office locations. Furnish an organizational chart for key personnel assigned to SBCCD account.

4.2 SCOPE OF PROJECT

4.2.1 GENERAL OVERVIEW:

The San Bernardino Community College District (SBCCD) desires to develop a strong partnership with a copier and printer managed services provider that will assist in achieving the following objectives:

- Reduce the SBCCD's total cost of ownership in regards to output fleet throughout the SBCCD Departments.
- Improve customer service

Current Environment -Copiers

The SBCCD currently has lease agreements with Advanced Imaging Systems (AIS) for copiers and a service agreement to provide all consumables including toner, staples, repair and parts as necessary. As of June 30, 2020, all of the lease agreements will have expired and copiers need to be replaced. A list of these copiers including an estimated usage is provided in **Appendix A, B, C – "List of Copiers"**.

PROJECT DESCRIPTION:

The SBCCD is looking for a service partner to provide and/or manage the SBCCD's output fleet based on industry best practices with special emphasis on fleet optimization and decreased cost of ownership.

The SBCCD has an immediate need to address the copiers that have expired leases or that have leases that are close to expiration as detailed in **Appendix A, B, & C**.

The SBCCD intends to replace copiers through a lease for multiple years with a service agreement to maintain the copiers. The proposal should include costs assigned to each model digital copier and calculations for a 5 year lease for comparison purposes. The SBCCD is looking for a cost per copy agreement for both color and black/white units. In addition, lease terms may be proposed for a shorter period, buyout terms, trade-in or purchase options, etc.



The SBCCD is using Papercut to support our output fleet and mobile devices. Include 5 years Papercut licensing in your proposal. CHC and SBVC has several pay for use MFPs and printers on their campuses. They currently use Jamex coin/cash systems. We would like proposals on converting to a cashless system.

RFP Goals are; 1) optimize environment, 2) standardized on models and configuration, 3) improve efficiency in resources and costs, 4) improve customer support, 5) lessen environmental impact.

4.2.2. SPECIFICATIONS AND REQUIREMENTS

FEATURES:

- All proposed equipment must be “New” A3 spec and will not have been used since manufacture and shall be current models of modern technology in current production and not scheduled to retire within the next 24 months.
- Must be U.L. approved, ENERGY STAR® compliant ISO hard drive security standards complaint. Contractor is responsible for assisting the SBCCD in maintaining confidentiality and security of documents and information that pass through Copier.
- Must be capable of 11”x17” Printing with duplexing, hole punch, and stapling also included.
- Must have the ability to add faxing services
- Ability to use both PCL and postscript drivers and be capable to default to black and white and duplex printing for cost efficiencies. Must support manufacturers printing options and will be set up and maintained by Technology Services Department. Vendor to provide up to date drivers to keep pace with changing technology.
- Capability of reporting potential issues, trigger re-ordering of supplies etc., via network connection, and vendor will provide proactive service based on this information as part of the managed services agreement.
- Print management should be capable of using Active Directory, user account control, and authentication for simplified release of documents.
- On-line program management and reporting for the SBCCD is requested for fleet specific and overview information, supplies ordering, usage, up-time, invoicing, etc.
- All copiers must have the ability to scan to desktops and email.
- Ability to scan to network folders, and workflow applications is a plus.



- Copiers and Printers will be able to produce clean, acceptable images using a minimum of 30% postconsumer waste recycled paper made for xerographic purposes.
- All services and merchandise must be Cal/OSHA compliant.
- Maintained, configured, and repaired by the vendor. Bidder shall be required to interact with SBCCD Technology Services Department to coordinate configurations and protocols.
- Self Service and Pay-for-Use options for Public facing machines (Library, Student Services, and Student Success Center) locations. We have standardized on Jamex cash, coin, and card systems for printers and copiers. We would like proposals to either replace or upgrade Jamex systems to a cashless system with Papercut.
- Systems must be capable of supporting RFID card access.

Proposers will include in their response complete descriptive literature of equipment that displays specifications of equipment offered. Literature may be submitted in the form of Brochures.

- Contains information on electrical and space requirements.
- Provides the dimensions of the copiers with and without optional features.
- Details measurements including their maximum widths, with finishers/sorters and paper cassettes attached.
- Proposers should outline which proposed equipment is National Information Assurance Partnership (NIAP) Certified Level 2 equipment.

WARRANTY:

Include a complete warranty statement for each equipment proposed.

EXPERIENCE OF THE MANUFACTURER, REFERENCES AND SERVICE DEALER:

All service providers must be officially authorized and trained by the manufacturer to sell and service the equipment offered.

REFERENCES:

Submittal shall include a list of three (3) references that bidder identifies as customers and projects worked with similar size and scope of service. The list must include complete contact information for each reference.

ENVIRONMENTAL SUSTAINABILITY:

During the term of this Agreement and any extension(s) of such term, Supplier agrees that its products will be compliant with the following environmental specifications:



- Complies with the EPA ENERGY STAR® Program Requirements for Imaging Equipment (www.energystar.gov), and equipped with reasonable recovery time from ENERGY STAR® power management modes;
- Uses returnable, recyclable or remanufactured toner cartridges;
- Contains materials made with recycled content and is designed for remanufacturing and reuse of parts;
- Uses an organic photoreceptor (if not organic, it must not contain arsenic, cadmium, or selenium);
- Does not emit ozone, dust or styrene above EPA ENERGY STAR® Program Requirements.

CUSTOMER SUPPORT SERVICES:

Certain offices of the SBCCD operate twenty-four hours per day, seven days per week. Most offices operate Monday through Friday, 8:00 A.M. – 5:00 P.M. Copiers acquired as a result of this solicitation will be placed in various SBCCD offices which are located in various buildings throughout the SBCCD. A few locations are multi-story buildings.

The successful proposer must provide ongoing telephone support regarding the use of the equipment to end-users' departments and the TS Department. Successful bidder(s) shall provide contact person(s) names(s) and telephone number(s) for the telephone support, sales support, service support and field service technicians. On-line portal for support and tutorial information is a bonus but does not substitute for telephone support.

EQUIPMENT UPTIME:

Each device provided by the successful bidder(s) shall be expected to perform the intended functions, to operate satisfactorily and to produce acceptable copy quality for a minimum of 96% of the available work time averaged over a consecutive three-month period. Preventative maintenance time shall not be included in the minimum.

Any device or feature that does not meet the 96% measurement for any three consecutive month periods shall be replaced with new. Such replacements will be at no-charge to the SBCCD. This performance guarantee shall apply for the duration of the contract. Failure to meet the 96% uptime standard as required will cause the SBCCD to take a service credit and withhold that amount from invoices owed the Bidder. The service credit shall be \$50.00 per hour for each hour below 96% uptime.

REMEDIAL AND PREVENTATIVE MAINTENANCE AND SUPPLIES:

Coverage offered in each instance, is to be a full service maintenance contract including all toner, developer, fuser, oil, drums, staples, repair parts, labor and preventative maintenance service. Bidder is not required to provide paper but may be included in the proposal. Bidder is responsible to remove and dispose of used supplies containers. Bidder must provide manufacturers' notices



of discontinuing the production of any model furnished hereunder. The equipment will require preventative maintenance and repairs.

The contractor shall provide preventative and remedial maintenance service during SBCCD's normal business hours 8:00 A.M. through 5:00 P.M. except on SBCCD holidays to keep the equipment in good working order.

Preventative maintenance will be regularly scheduled and based on the specific needs of the equipment as determined by the manufacturer. This schedule should be provided to each department at the beginning of the lease. An annual review of contract will be part of preventative maintenance.

On Call remedial maintenance will be performed on an as needed basis as determined by the SBCCD and/or determined by Copier diagnostics and "call-home" features.

An adequate inventory of spare parts must be kept by the proposer to be available for repairs necessary to keep the copiers operating. All maintenance will be performed by fully factory trained technicians. The successful bidder shall only use OEM replacement parts and authorized supplies in the equipment proposed. The successful bidder will be responsible to pickup and recycle depleted toner cartridges or supply pre-address, prepaid return labels for shipping. Please specify in your proposal, the rate for fees and charges of maintenance service should it be requested outside normal business hours to service equipment.

RESPONSE TIME:

The Maximum Standard Response Time (for a technician on site) allowed shall be 4 hours from the time of any initial call during regular District business hours.

REPAIR CREDIT:

Failure to respond as required will cause the SBCCD to take a service credit and withhold that amount from invoices owed the Bidder. The service credit shall be \$50.00 per hour for each hour after the 4th hour.

The SBCCD will require a per copy credit for all copies made during the course of repair testing and maintenance. The credit must appear as a separate line item on the invoices. All repair technicians dispatched to repair SBCCD Copiers and Maintenance Service shall be fully aware of the conditions contained herein. Each qualified technician shall also be trained in Customer Service and Customer Relations.

LOANER:

If during a repair call it is determined that a copier cannot be repaired in place within the business needs of the department (24 to 72 hours), another copier of like size and features is to be supplied at no cost other than the contract service/maintenance per copy charge in effect at the time.



INSTALLATION, INSPECTION, AND ACCEPTANCE:

The successful bidder(s) will coordinate the installation phase with SBCCD staff. Upon installation, the SBCCD shall operate the Copier for thirty (30) days. All functions must work in the SBCCD's environment without difficulty or failure. The successful bidder(s) will be notified of any and every difficulty or failure. Should the Copier not perform in accordance with the requirements stated in this solicitation document to the satisfaction of SBCCD staff, the Copier must be removed at the bidder(s) expense and the contract may be terminated. Upon successful performance of the Copier during this thirty-(30) day period, the Copier will be accepted and the contract shall begin.

INVOICING:

Contractors shall prepare separate official invoices for each copier installation listing: a) Invoice date and number b) Purchase Order Contract Number c) Location, Make Model and Serial Number d) Number of copies invoiced e) Current and previous reading f) Date of meter reading. (if applicable) g) Line item identifying per copy credit for copies made during repair testing or maintenance h) Line item identifying response time service credits i) lease and maintenance payments will be billed separately for each location: District, SBVC, CHC, and others.

Note: Contractor shall also prepare a consolidated invoice for information and analysis.

USER TRAINING:

The successful bidder shall provide a minimum of (1) one-hour orientation and training for the end-user department staff on all aspects of machine operation, maintenance, and supply replenishment for each machine placed in service. These sessions will be held at the SBCCD's specified locations. Additional training will also be available as needed at no cost to the SBCCD.

PRICE ANALYSIS: The price analysis per device shall include but not be limited to cost per copy, lease price, all inclusive maintenance & supplies costs, warranty period, cost of excess copies beyond usage estimates. Upon successful selection of proposal the SBCCD reserves the right to fine tune device models and locations as needed

REMOVAL OF EXISTING EQUIPMENT: The successful bidder(s) will coordinate with Advanced Imaging Systems (the current vendor) to remove and return all existing equipment to the designated leasing company warehouse.

REMOVAL AND SURRENDER OF THE EQUIPMENT:

At the end of the lease term or unless sooner terminated, the SBCCD agrees to surrender the equipment. Bidder shall, at no cost to SBCCD, accept and remove equipment or provide for its removal. Failure to remove the equipment shall entitle SBCCD to remove the equipment and place it in storage at Bidder's expense and Bidder shall hold the SBCCD free and harmless from any expense or damages of any kind occasioned thereby and arising there from.

"Evergreen clauses" in lease contracts are hereby rejected. Automatic extensions of the agreement will not be honored. A company representative must provide 60 days notice of all upcoming lease expirations. Expired leases will revert to a month-to-month services agreement.



Each copier may be relocated (after initial installation) one (1) time per year at no additional charge to SBCCD. Thereafter, if the same copier is relocated, it will be at the rate specified in the contract. Bidders shall include in their proposal the fixed price for additional copier relocations, if the contractor performs the move. This does not include copiers replaced or upgraded.

4.2.3 PROPOSAL REQUIREMENTS AND FORMAT

EXECUTIVE SUMMARY:

The proposal shall be concise, well organized, and demonstrate the responder's qualifications and experience applicable to the project, and understanding of the project. Include an overview of your proposal describing the highlights of the proposal.

The SBCCD is looking to select a single contractor for the copier managed services. However, the SBCCD reserves the right to split the award of any contract to replace copiers, copier service, and/or copier management services. Bidders may submit proposals that include sub-contractor arrangements to perform certain aspects of the services. The SBCCD shall be the sole judge as to the successful proposer.

FIRM PROFILE AND EXPERIENCE:

Proposals will be evaluated based on the information submitted. Include a profile of the firm including firm history and structure; firm corporate office and local office locations; and profiles of at least three (3) representative projects that best demonstrate your qualifications and experience applicable to the services, your knowledge of the local environment, and your record of success as measured by client satisfaction.

The profiles on your representative projects shall identify the Client Contact Persons with telephone numbers, and services provided by the firm. Technicians may be subject to a brief background check.

PRICING INFORMATION:

Proposals submitted in response to this RFP shall be in the following order and shall include: See Appendix for worksheets

[1] Copier Replacement - Complete a separate Recommended Copier Responder Work Sheet for each copier you are recommending. Note the specific copier you are recommending to replace. The SBCCD is looking for base model pricing with add-on optional features and costs noted. Note if a feature is standard, optional or not available; include additional pages if necessary.

[2] Describe the methodology you intend to use to evaluate the current copier describe any and all costs related to the program. Include a suggested work schedule. Fully describe the qualifications of your staff and your firm's demonstrated experience in effectively reducing copier. Describe your firm's experience in copier managed services.



Managed Print and Copier Services RFP # 2020-02

RECYCLED CONTENT:

Submit a list of all items that are made of or have recycled content, or that can be recycled. Include the percentage of recycled content of each item. Describe fully in your proposal how you will handle and recycle cartridges, toner, and recyclable parts.

END OF BID DOCUMENT



APPENDIX A
San Bernardino Valley College Copiers

Department / Location - SBVC	Current Model							October 2019 Meter read	Notes
	Min PPM	Printer	Fax Board	Color	Jamex	Cashless			
Admissions / ADSS 100	3501i	40		x			94969	Currently BW	
Assessment / ADSS 101	M3550	35					62906	Small Space	
Print Release / ADSS 102	4200dn	50	x		x	x	60634	Remove Coin box	
Financial Aide / ADSS 106	5501i	40		x			191,713		
Star Program / ADSS 201	3501i	40					153,398		
EOPS / ADSS 202	3551ci	40		x			354,637		
Transfer Center / ADSS 203	3501i	40					99,376		
Admin Services / ADSS 206	3551ci	40		x			124,507		
PRESIDENT / ADSS 208	5551c	60		x			242,687		
Counseling Office / ADSS 103T	5551c	60		x			543,339		
DSPS / ADSS 105J	3551ci	40		x			315,213		
Instruction Office / AD 200D	5551c	40		x			352,106		
Humanities Division / Art Gallery	3501i	40		x			174,387	Currently BW	
Business Division / B 111	3551ci	40		x			174,966	Limited space	
Business Faculty / B 115	3501i	60					487,012		
Veterans Center / CC130	3501i	40					13,421		
Student Life / CC 136	3551ci	40	x	x			137,325		
Cal Works / CC206	3501i	40	x				129,365		
Foundation / CC 211	3551ci	40		x			343,285		
CHILD DEV CTR / CDC	3551ci	40	x	x			392,692		
Campus Technology / CTS 102	3551ci	40		x			17,306		
Gym Equipment Room / G 109	3501i	40					49,814	Small MFP	
Gym Hall Outside G 318	3501i	40					142,599		
Gym / 3rd Floor	3501i	40					273,275		
Nursing / HLS 125	5501i	60		x			955,024	Currently BW	
Print Release HLS / 130	4200dn	50	x		x	x	4,005	Remove Coin box	
Biology / HLS 201	3501i	40					475,284		
Outreach & First Year/ LA120	3551ci	40		x			439,827		
LA Tutoring/ LA207	3501i	40					176,202		
Faculty / LA 217	3501i	60					697,785		
Library circulation / LIB 119	3501i	40		x			116,595	Currently BW	



APPENDIX A
San Bernardino Valley College Copiers - continued

Department / Location - SBVC	Current Model	Min PPM	Printer	Fax Board	Color	Jamex	Cashless	October 2019 Meter read	Notes
Academic Success / LIB 123	3501i	40			x			65,280	Currently BW
LIB146 QUICK PRINT (Inside LIB 147)	8001i	80						2,291,636	
Learning Resources / LIB 208	3501i	40						124,126	
LIBRARY (Student Pay For Copy)	None	50				x			New Copier Students
LIBRARY (Student Pay For Copy)	3501i	50				x		54,797	Remove Jamex
LIBRARY (Student Pay For Copy)	3551ci	50		x		x		128,558	Remove Jamex
Custodial / Cust 105	3551ci	40		x				106,233	
Police Academy / NH 119	3501i	40						141,057	
Criminal Justice / NH 141	3551ci	40	x	x				113,153	
Humanities Office / NH 224	3551ci	40		x				275,142	
Humanities / NH 250	3501i	60						1,106,426	
Social Science / NH 346	5551c	60		x				619,563	
Social Science Faculty / NH 350	3501i	60						625,180	
Geography / PS 111	3501i	40						250,471	
MSSSC / PS 122	3551ci	40		x				199,638	
MSSSC / PS 134 (Student use)	3501i	50				x		77,580	Remove Jamex
Science Division / PS 154	5551c	60		x				373,825	
Mathmatics / PS 173	5501i	60						662,244	
Chemistry / PS 194	3501i	40						428,160	
Student Health / SHS 100	3551ci	40	x	x				120,808	Small Space No Finisher
Applied Technology / T108	5551c	60	x	x				533,034	
Applied Technology (Student Use)	3501i	40				x		11,418	
Quick Print - Applied Technology	8001i	80						1,846,895	
Transportation/Diesel Bldg	3501i	40						134,775	
Huddle / CTS107	M402	50	x		x	x			Remove Coin Box
CyberLounge / CC 140	none	50				x			New Copier Students
LA Tutoring/ LA207	none	50				x			New Copier Students
Library Reload Station	none				x				New Jamex Coin and Bill
Library Reload Station	none				x				New Jamex Coin and Bill
T100 Reload Station	none				x				New Jamex Coin and Bill
CC140 Reload Station	none				x				New Jamex Coin and Bill



APPENDIX B
Crafton Hills College Copiers

Location	Bldg	Room	Current Model	PPM	Color	Fax	Staple	Current Meter	2/3 hole punch	notes
ACQUATICS	KHA	104	3551ci	35	x		x	144,228		
ADMINISTRATION	CCR	235	5551ci	50/55	x	x	x	573,917		
ADMISSIONS/RECORDS	CCR	117	5501i	55		x	x	249,466		
ASSESSMENT	SSB	203	3501i	35	x		x	141,741		currently b/w
BIOLOGY	CYN	207	3501i	35			x	86,992		
BOOKSTORE	CCR	139								REMOVE
Bookstore (Coin Box)	Tech	na	3501i	35			x	n/a		
CBO	CCR	119	3501i	35			x	24,966		
CHEMISTRY	CYN	107C	3551ci	35	x	x	x	40,610		
CHILD CARE	CDC	101	3501i	35		x	x	242,418		
CIS	CNTL	126	3501i	35			x	41,154		
COUNSELING	CCR	201	5551ci	50/55	x	x	x	446,195		
DSPS	CCR	109	3501i	35			x	142,639		
EMS	PSAH	105A	3551ci	35	x		x	593,919		
EOPS	CCR	221	3551ci	35	x		x	245,437		
FACULTY WING	CTB	330	3501i	35			x	233,061		
FACULTY WING	CYN	231	3551ci	35	x	x	x	416,512		
FACULTY WING	CTB	341	7551ci	70/75	x		x	1,610,552	x	
FACULTY WING	ART	118	7551ci	70/75	x		x	1,473,378	x	
FINANCIAL AID	CCR	122	5551ci	50/55	x	x	x	359,429		
FINE ARTS	PAC	312	3551ci	35	x	x	x	233,081		
OFFICE OF INSTRUCTION	PSAH	203C	3551ci	35	x		x	278,903		
FOUNDATION -NEW COLOR	n/a	NA	n/a	n/a				n/a		Comparable to 5551
GEOLOGY	RTH	109	3501i	35		x	x	120,578		
HEALTH	SSB	101	3551ci	35	x	x	x	55,091		
HONORS	WEST	214	3501i	35			x	73,199		
LIBRARY	LRC	219	3551ci	35	x		x	57,418		
Library (Coin Box)	Library	n/a	3501i	35			x	26,694		
LIBRARY - NEW COLOR	Library	n/a	n/a							comparable to 5551; high capacity paper feeder
MAINTENANCE	MO	112	3551ci	35	x		x	68,193		
OFFICE OF INSTRUCTION	CCR	235	7551	70/75	x		x	1,136,909	x	
PHYSICS	CNTL	239	3501i	35			x	157,893		
RESEARCH/PLANNING	LRC	107	7551ci	70/75	x		x	1,548,280	x	
RESPIRATORY CARE	PSAH	120A	3551ci	35	x	x	x	318,604		
STEM CENTER	CNTL	218	5551ci	50/55	x	x	x	90,582		
STUDENT SENATE	CCR	153	5501i	55		x	x	58,005		
TECHNOLOGY SVCS	LRC	130B	5551ci	50/55	x	x	x	73,634	x	
TRANSFER CENTER	CCR	220	3551ci	35			x	180,684		
Tutoring (Coin Box)	LRC	n/a	3501i	35			x	48,126		
VETERANS AFFAIRS	CNTL	156	3551ci	35	x	x	x	29,101		



APPENDIX C
District Office Sites Copiers

	Department/Location - District Office Sites	Bldg	Room	Campus	Current Model	PPM	Color	Fax	Staple	Current Meter	2/3 hole punch
1	TESS	DSS	na	DSS	7551Ci	75	Y	y	Y	194,820.00	Y
2	HR1	DSS	na	DSS	3551ci	35	Y	y	y	609,472.00	n
3	AP	DSS	na	DSS	3551ci	35	Y	y	y	544,433.00	n
4	AP2	DSS	na	DSS	3551ci	35	Y	y	y	496,177.00	n
5	Facilities	DSS	na	DSS	3551ci	35	y	y	y	400,519.00	n
6	CHC Police Dept	LADM	164	CHC	3501i	35	n	y	y	24,999.00	n
7	SBVC Police Dept 103.15	CC	100	SBVC	3501i	35	n	y	Y	178,044.00	n
8	Warehouse 118.12	Warehouse	Main	SBVC	3501i	35	n	y	y	27,645.00	n
9	Chancellor	DSS	208	District	3551ci	35	y	y	Y	400,519.00	n
10	SBVC KVCR	Media&Comm	125	SBVC	3501i	35	n	y	y	63570	n



Appendix D

Non-Collusion Declaration

STATE OF CALIFORNIA

The undersigned declares:

I am the _____ of _____, the party
(Title) (CONTRACTOR Name)
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 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 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 the 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 _____ day of _____, 20__ at _____.
(City, State)

Signed: _____



Appendix E

Vendor Profile Form & Designation of Names

CONTRACTOR Name: _____

DUE NO LATER THAN 2:00 pm 3/5/2020

In response to SBCCD's Notice Inviting Proposals for Managed Print & Copier Services, the undersigned submits this firm offer to:

SBCCD
RFP # 2020-02, Managed Print & Copier Services
Attn: Steve Sutorus, Business Manager
550 East Hospitality Lane, Suite 200
San Bernardino, CA 92408

Section 1: Designation of Names

Person Responsible for Bid: _____

Street Address: _____

SBCCD, State & Zip: _____

Telephone: _____ Fax: _____

Email: _____

Business Type: _____ TIN: _____
(Corporation, Sole Proprietorship, etc.) (EIN or SSN)

Section 2: Bid

CONTRACTOR must enter a fixed price for each Unit Price item in the space(s) provided on the next page of the Bid Form. Bidder's unit prices shall include all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs and expenses to produce and deliver as required. Prices must be net including discounts.

I, _____, the undersigned, the _____ of
(Type/Print Name) (Title)
_____, hereby declare that I am duly authorized to execute this Bid
(Name of Company)

Form; that I have carefully examined the requirements of this Bid; acknowledge receipt and incorporation of the following Addenda, _____; that this Bid Form constitutes a firm offer to SBCCD that if awarded, all prices shall remain effective as required on this Bid Form; and that, under penalty of perjury under the laws of the State of California, to the best of my knowledge and belief, the information contained in this Bid Form is true and correct.

Signature: _____ Date: _____



Appendix F

PROFESSIONAL SERVICES AGREEMENT (Sample)

550 E. Hospitality Lane, Suite 200
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the SBCCD hereinafter referred to as "DISTRICT", and _____ hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the DISTRICT needs professional services;
and;

WHEREAS, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

Services shall be rendered per RFP of this agreement.

2. TERM

CONTRACTOR will commence work under this agreement on _____, and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than _____. CONTRACTOR shall not commence work until the Board has approved the Agreement. This agreement may be renewed for two (2) additional one (1) year terms upon written notice by DISTRICT.

3. COMPENSATION

- a. Payment(s) shall be made in the following manner: in the amounts listed on Exhibit B.
- b. The contract amount shall not exceed the original purchase order amount. No change order can be made or incorporated in to this agreement to increase the not to exceed amount. Therefore, the "**Not to Exceed**" amount for this contract is set at _____.



- c. **Billing :**
CONTRACTOR shall invoice DISTRICT in triplicate upon completion of each phase of services rendered and provide original receipts of all reimbursable travel-related expenses.
- d. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

4. TERMINATION

This agreement may be canceled by either party without cause by written notice and with fifteen (15) calendar days.

5. RELATIONSHIP OF PARTIES

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

6. CONTRACTOR'S STATUS

Contractor expressly represents and covenants that he/she is a business duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

7. INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- I. A. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work performed by or on behalf of CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR



- B. For any claims related to this project, the CONTRACTOR's Insurance coverage shall be primary insurance as respect the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has be proved to the DISTRICT.
- II. Professional liability, and/or Errors & Omissions coverages are written on a claims-made form:
- A. The retroactive date must be shown, and must be before the date of the contract and/or the beginning of the contract work.
 - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contracted work.
 - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - D. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.
- III. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII unless otherwise acceptable to the DISTRICT. Exception may be made for Stat Compensations Insurance Fund when no specifically rated.
- IV. Verification of Coverage: Contractor shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by the clause. The Endorsement should be in a format that conforms to DISTRICT requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage require by these specifications at any time.
- V. Waiver of Subrogation: CONTRACTOR hereby agrees to waive subrogation which any insurer or contractor may acquire form vendor by virtue of the



payment or any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

VI. Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

8. CONTRACTOR shall maintain Insurance with limits of no less than as stated below:

General Liability shall have a limit no less than of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability shall have a limit no less than \$1,000,000 per accident for bodily injury and property damage. The DISTRICT shall be endorsed as additional insured on the policy

Workers' Compensation shall have a limit no less that as required by the State of California.

Professional Liability shall have a limit no less than \$1,000,000 per occurrence

9. HOLD HARMLESS

CONTRACTOR agrees to indemnify, save and hold DISTRICT, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by CONTRACTOR, its officers, agents, or employees while performing operations under the Agreement.

DISTRICT agrees to indemnify, save and hold CONTRACTOR, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by DISTRICT, its officers, agents, or employees while performing operations under the Agreement.

10. AMENDMENTS

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel



enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

11. ATTORNEY'S FEES

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

12. ENTIRE AGREEMENT

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

13. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and sub grantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or sub grantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

14. LAW TO GOVERN: VENUE

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

15. NOTICES

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT

Steven Sutorus, Business Services
San Bernardino Community College District
550 East Hospitality Lane, Suite 200
San Bernardino CA 92408

IF TO CONTRACTOR



16. VALIDITY

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

17. EXHIBIT AND ADDENDUM INCORPORATED

Exhibit "A" is attached hereto and incorporated into this Agreement by reference.

18. PUBLIC EMPLOYEE

If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this agreement will be performed at times other than CONTRACTOR'S regular assigned workday for said entity or during periods of vacation or leave of absence from said entity.

19. STRS RETIREE

CONTRACTOR shall provide DISTRICT with a statement indicating whether or not CONTRACTOR is a retired member of the State Teacher's Retirement System of the State of California.

20. ASSIGNMENT

This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

DISTRICT SIGNATURE
Steven J. Sutorus, Business Manager

Date _____

CONTRACTOR SIGNATURE

Date _____

Name: _____

Title: _____



APPENDIX G

LOCAL VENDOR DESIGNATION

SBCDD AP 6330 Section 3: The Purchasing Department will accept recommendations from the requesting department for potential vendors, but will endeavor, where possible, to encourage the use of local and small business enterprises in its procurement activities. On all procurement activities that must be competitively bid, or for which the District must receive quotes, such will be evaluated with a ten (10%) percent preference for local vendors. The vendor must claim local vendor preference to be considered. Please note the following exceptions:

- Those contracts which State Law or, other law or regulation precludes this local preference.
- Purchases made through cooperative purchasing and leveraged procurement agreements and piggy-back purchases.
- Public Works construction projects.

A "local" vendor will be approved as such when, 1) it conducts business in a physical location within the County of San Bernardino; and 2) it holds a valid business license issued by an agency within the County of San Bernardino; and 3) business has been conducted in such a manner for not less than six months prior to being able to receive the preference. Proof of eligibility will be provided to the District as part of the vendor application process.

Subject to the Local Vendor Preference, final vendor designation will be made by the Purchasing Department.

Is your company requesting to be designated as a local vendor? Yes ___ No ___

If yes, does your company conduct business in a physical location within the County of San Bernardino? Yes _____ No _____

If yes, does your company hold a valid business license issued by an agency within the County of San Bernardino? Yes ___ No ___

If yes, please include a copy of your current business license as an attachment to this application.

If yes, has your company been conducting business in San Bernardino County for at least six months? Yes ___ No _____