

# REQUEST FOR PROPOSALS

## MANAGED PRINT AND COPIER SERVICES RFP # 2021-Copier\_MFP

**RFP RELEASED: 05/10/2021**  
**TECHNICAL QUESTIONS DUE: 3:30 p.m. on 05/25/2021**  
**PROPOSALS DUE: No later than 3:30 p.m. on 06/04/2021**

SUBMIT PROPOSALS TO:  
Imperial Community College District  
ATTN: Jeffrey Enz, Chief Technology Officer  
380 East Aten Road, Imperial, CA 92251  
Phone: 760.355.6377 • Fax: 760.355.5774  
Email: [ent.rfp@imperial.edu](mailto:ent.rfp@imperial.edu)

**TABLE OF CONTENTS**

**1.0 INSTRUCTION TO VENDORS.....4**

1.1 NOTICE FOR INVITING PROPOSALS.....4

1.2 PURPOSE .....4

1.3 REJECTION OF PROPOSALS.....4

1.4 COOPERATING VENDORS.....4

1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES.....4

    1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION & INSURANCE  
        REQUIREMENTS .....4

        1.5.1.1 INSURANCE POLICY REQUIREMENTS.....5

    1.5.2 NON-COLLUSION AFFADAVITS.....5

    1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION  
        AGREEMENT.....5

    1.5.4 DIR COMPLIANCE .....5

1.6 CONFIDENTIALITY .....5

1.7 PROPOSAL FORMAT .....6

1.8 PROPOSAL SUBMISSION.....7

1.9 VENDOR CONDUCT.....7

1.10 QUESTIONS REGARDING THIS RFP .....7

1.11 CONTRACT DOCUMENT .....7

1.12 EVALUATION .....7

1.13 COST OF PROPOSAL DEVELOPMENT.....8

1.14 RFP INTERPRETATION AND ADDENDA.....8

1.15 AWARD .....8

1.16 INDEMNIFICATION .....9

1.17 NOTICE OF SUIT OR ACTION FILED.....9

1.18 PROHIBITED INTEREST .....9

1.19 FINAL CONTRACT.....9

1.20 TIMELINE .....10

**2.0 DISTRICT PROFILE .....11**

**3.0 LEGAL SPECIFICATIONS .....11**

**4.0 PROJECT SPECIFICATIONS.....11**

4.1 QUALIFICATIONS & EXPERIENCE.....11

4.2 SCOPE OF PROJECT.....12

4.2.1 GENERAL OVERVIEW.....12  
4.2.2 SPECIFICATIONS .....13  
4.2.3 PROPOSAL REQUIREMENTS.....18

**APPENDICES:**

**APPENDIX A - REPROGRAPHICS COPIERS SUMMARY.....20**  
**APPENDIX B - LIBRARY COPIERS SUMMARY .....22**  
**APPENDIX C - DEPARTMENTAL COPIERS SUMMARY.....24**  
**APPENDIX D - SERVER FAX SOFTWARE/DEVICES SUMMARY .....26**  
**APPENDIX E - NON-COLLUSION AFFADAVIT .....27**  
**APPENDIX F - VENDOR PROFILE & DESIGNATION OF NAME.....28**  
**APPENDIX G - FINANCIAL STATEMENTS (To be supplied by CONTRACTOR) .....29**  
**APPENDIX H - PROFESSIONAL SERVICES AGREEMENT (SAMPLE).....30**

## 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 Imperial Community College District (IVC) is issuing a Request for Proposal for a qualified contractor/vendor to provide the professional services needed for 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. IVC hereby invites you (VENDOR) to submit a Proposal according to the terms and procedures defined herein no later than 3:30 PM (PDT), Friday, 06/04/2021 directed to Jeffrey Enz, Chief Technology Officer, at 380 East Aten Road, Imperial, CA 92251.

### 1.2 PURPOSE

IVC is seeking proposals from qualified contractors who can provide a comprehensive print management and copier service program for IVC. IVC intends to contract with one, or more, qualified contractor(s) to provide the professional services needed for such a program for the implementation/deployment of a managed print and copier services, which includes, but is not necessarily limited to 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 and; 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

IVC'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 IVC'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 IVC. The VENDOR shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. IVC 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 IVC.

- A. All policies, except for Workers' Compensation and Employer's Liability and Professional Liability, shall be endorsed to include IVC 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 IVC.
- C. IVC 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 IVC with properly endorsed certificates of insurance acceptable to IVC which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to IVC. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Imperial Valley College, Attn: Jeffrey Enz, 380 East Aten Road, Imperial CA 92251.
- E. No payments will be made to VENDOR until current and complete certificate(s) of insurance are on file with Imperial Valley College.

#### **1.5.2 NON-COLLUSION AFFIDAVITS**

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 E.

#### **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, IVC 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. <http://www.dir.ca.gov/Public-Works.html>

#### **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). IVC 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 IVC 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 IVC 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 IVC 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 – Reprographics Copiers Summary and Additional Information**

**Appendix B – Library Copiers Summary and Additional Information**

**Appendix C – Departmental Copiers Summary and Additional Information**

**Appendix D - Server Fax Software/Devices Summary and Additional Information**

**Appendix E - Non-Collusion Affidavit**

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

**Appendix F - Vendor Profile Form & Designation of Names**

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

**Appendix G - Financial Statements**

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

**Appendix H - Professional Services Agreement**

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

**1.8 PROPOSAL SUBMISSION**

**Two (2) copies** of the proposal in addition to an electronic copy, can be on a USB stick, via email or other format, of RFP Response are required. Proposal copy should be submitted in three-ring, loose-leaf binder form and digitally as a 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 **Imperial Valley College, Managed Print and Copier Services RFP 2021-Copier**. 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 IVC employees or members of the Governing Board unless at the request of IVC'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 will 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 following email address: [ent.rfp@imperial.edu](mailto:ent.rfp@imperial.edu). Technical questions must be submitted to [ent.rfp@imperial.edu](mailto:ent.rfp@imperial.edu) no later than 3:30pm Friday, 05/25/2021. The Evaluation Committee will draft responses to be posted as Addenda.

**1.11 CONTRACT DOCUMENT**

Certain contract language acceptable to IVC covering all of the services specified in this RFP are detailed in Appendix H and Section 3.0 related thereto. No terms or conditions can be added or changed by vendors after the proposals are received by IVC. Attempts to change the terms or conditions specified after the proposals are received by IVC 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 IVC

## **1.12 EVALUATION**

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

- A. Responsive & Responsible
  - a. Compliance with Required Forms, Certificates, and format,
  - b. Completion of the RFP Response Forms,
  - c. Acceptance of IVC's Professional Services Agreement or alternatives proposed;

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Vendor the professional services needed for the implementation/deployment of the managed print and copier program:

1. Vendor's cost, including unit prices, labor rates, travel/trip charges, etc. (30%)
2. Proposal preparation, thoroughness and responsiveness to this request for proposal. (10%)
3. Vendor's experience, overall installation, integration and maintenance capabilities based upon performance record and availability of sufficient high quality vendor personnel with the required skills and experience for the specific approach. (25%)
4. Client references and/or citations from prior installations where similar services have been provided for projects of similar size and scope. (5%)
5. The extent to which the vendor's proposed solution fulfills IVC's stated requirements as set out in this RFP. (30%)

In the event a single proposal is received, IVC 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 IVC to conduct an independent cost analysis of the proposal price.

## **1.13 COST OF PROPOSAL DEVELOPMENT**

IVC 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 IVC 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 IVC.

## **1.15 AWARD**

As explained above, any award is subject to successful contract negotiations between IVC 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 IVC may decide.

#### **1.16 INDEMNIFICATION**

VENDOR agrees to indemnify, defend and hold harmless IVC 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 IVC immediate notice of any suit or action filed or prompt notice of any claim made against IVC arising out of the performance of this contract. The VENDOR shall furnish immediately to IVC 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 IVC 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 Imperial Valley College 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 IVC 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.

IVC may terminate any resulting Agreement(s) for convenience at any time by giving the VENDOR written notice thereof. Upon termination, IVC shall pay the VENDOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by IVC to affect 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:

<b>Event</b>	<b>Tentative Date</b>
RFP Release – Response Window Opens	05/10/2021
Job Walk Imperial Valley College	05/20/2021
Technical Questions Due	05/25/2021
Response to Questions Due	05/28/2021
Proposals Due	06/04/2021
Vendor Presentations	06/09/2021 or 06/11/2021
Preferred Vendor selected; contract negotiated	07/09/2021
Contract subject to Governing Board approval	07/21/2021
Work Commences	08/02/2021

## **2.0 DISTRICT PROFILE**

Imperial Valley College moved to its' current location in 1952 after many years of using other schools sites. Imperial Valley College serves all of the County of Imperial and a portion of the Mexicali Valley. The District employs approximately 350 full-time permanent faculty and staff and approximately 160 part-time faculty, and have approximately 9,000 students enrolled in one or more courses during the 2020 Fall Semester.

## **3.0 LEGAL SPECIFICATIONS**

IVC's Legal Specifications are contained in a sample contract template in Appendix E. 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 IVC that are not included in the existing VENDOR agreements. IVC 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 professional services IVC 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 IVC shall consider these additional services optional. Prior to submitting a response, a required job walk is scheduled for May 20th at 10:00, am, starting at the 900 building.

### **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 professional services to be rendered for the implementation/deployment of a managed print and copier services program, 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 IVC 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 IVC 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 IVC account.

## 4.2 SCOPE OF PROJECT

### 4.2.1 GENERAL OVERVIEW:

Imperial Valley College (IVC) desires to develop a strong partnership with a professional copier and printer managed services provider that will assist in achieving the following objectives:

- Reduce IVC's total cost of ownership in regards to output fleet throughout IVC's Departments
- Add new features and capabilities to the output fleet now available with newer technology
- Improve customer service

#### Current Environment - Copiers

IVC currently has lease agreements with Konica Minolta for copiers and a service agreement to provide all consumables including toner, repair and parts as necessary (staples are not included). Basic troubleshooting can be done by the onsite Technical Staff, but most service calls are currently directed straight to Konica Minolta for these larger devices. As of February, 2021, 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, and C**.

#### Current Environment – B&W, Color Printers and MFP Devices

IVC currently has lease agreements with AM Copiers for our B&W, Color printers and a few MFP Devices. IVC has mostly standardized on Lexmark printers in the current contract. A service agreement to provide all consumables including toner, repair and parts as necessary (staples are not included since these devices typically do not support stapling). Basic troubleshooting is done by the onsite technical staff. As of February 2021, all of the lease agreements will have expired for these devices. (Only the Copiers are included in this RFP).

One of our goals in our next contract is to evaluate the number and placement of the smaller printers on campus, which have formed a sizable amount of our current monthly costs. Preferably we'd like to have the campus covered sufficiently enough by larger copier and MFP devices where one is only a few steps away from any staff/faculty member.

The reality though is that most people on campus prefer having a printer at their desk, even if their usage requirements don't necessarily warrant a dedicated device. Finding a balance that doesn't cost the college too much in unneeded/underutilized devices, while still providing convenience for our staff members will be the most difficult part of this proposal.

As an example, our individual faculty offices and our Counseling Department are two areas where in theory it makes sense to reduce the number of printers considerably, but in practice it may be difficult due to the desires of the involved parties wanting to have easy access to a printing device from their desk (this has been our general issue throughout our current contract as well, so implementing solutions to these issues are highly desired). To further use Counseling as an example, they had about 4 copiers, 6 color printers, and 43 B&W printers not too long ago, with

most devices assigned directly to an individual (so it has made it difficult to discuss the thought of reversing that trend, but it may be required to reduce costs...however, it would be nice to provide an even better alternative option for staff that provides them all of the same functionality or more, with minimal walking distance).

## **PROJECT DESCRIPTION:**

IVC is looking for a professional service partner to provide and manage the implementation/deployment of a managed print and copier services program for IVC's output fleet based on industry best practices with special emphasis on fleet optimization and decreased cost of ownership.

IVC 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**.

IVC 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. IVC 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 agreement should include a \$1.00 buyout option at the end of the lease and the ability move to a month to month support agreement.

IVC is requiring integration with the PaperCut print management solution to support our output fleet and mobile devices (the college has been using the solution since 2012). PaperCut Device Licenses should be included for all copier and larger MFP devices that support direct PaperCut device integration, along with Magtek readers for card swipe integration.

**RFP Goals** are; 1) optimize environment, 2) standardize on models and configuration, 3) Improve efficiency in resources and costs, 4) Maintain good 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 IVC in maintaining confidentiality and security of documents and information that pass through Copier.
- Must be capable of 11"x17" Printing with duplexing and stapling also included.
- Able 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.

- Will be capable 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.
- Online program management and reporting for IVC 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 IVC Technology Services Department to coordinate configurations and protocols.
- Self Service and Pay-for-Use options for Public facing machines (Library) locations. For our 3 Library copiers we currently have **NO** Jamex to support non-student visitors, but regular students should be using the VCC Card Reader that ties into the copier and their PaperCut account.
- System must be capable of supporting card access (currently we only need magstripe support).
- Proposers will include in their response complete descriptive literature of equipment that Shows 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

1. Sell and service the equipment offered.
2. Perform in and out of warranty repairs and preventive maintenance services for the existing printer fleet. Bidders must submit the manufacturer's certificate of authorization listing signed by the manufacturer's representative. References are also required as part of the evaluation.

**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](http://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.

**COPIER CODES FOR DEPARTMENT USE:**

Some IVC departments use codes to account for prints/ copies to operating departments. The college currently maintains these within PaperCut.

**CUSTOMER SUPPORT SERVICES:**

Certain offices of IVC 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 IVC offices which are located in various buildings throughout IVC. 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 Technology Services 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. Online 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 IVC. This performance guarantee shall apply for the duration of the contract. Failure to meet the 96% uptime standard as required will cause IVC 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 IVC's normal business hours 8:00 A.M. through 5:00 P.M. except on IVC 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 IVC 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 IVC 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.

IVC 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 IVC 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 IVC staff. Upon installation, IVC shall operate the Copier for thirty (30) days. All functions must work in IVC'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 IVC 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) Monthly lease and maintenance payments will be billed separately for each campus location (currently just the main IVC Campus).

**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 IVC's specified locations. Additional training will also be available as needed at no cost to IVC.

**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 IVC reserves the right to fine tune device models and locations as needed

**REMOVAL AND SURRENDER OF THE EQUIPMENT:**

At the end of the lease term or unless sooner terminated, IVC agrees to surrender the equipment. Bidder shall, at no cost to IVC, accept and remove equipment or provide for its removal. Failure to remove the equipment shall entitle IVC to remove the equipment and place it in storage at Bidder's expense and Bidder shall hold IVC 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 IVC. 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.

IVC is looking to select a single contractor for the professional services needed for the copier and printer managed services. However, IVC reserves the right to split the award of any contract to replace copiers, copier service, and/or copier and print management services. Bidders may submit proposals that include sub-contractor arrangements to perform certain aspects of the services (i.e. printer management services, etc.). IVC 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. IVC 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] Copier and Printer Managed Services - Describe the methodology you intend to use to evaluate the current copier and printer program and 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 and printer costs. Describe your firm's experience in copier and printer managed services.

**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

### Imperial Valley College Reprographics Copiers Summary and Additional Information

Currently, in our Reprographics Center on campus (Room 904), we have three copiers:

- Konica Minolta bizhub 1250 (B&W, 125 ppm, 3-hole punch, stapling, fold, spiral binding)
- Konica Minolta bizhub C654e (Color, 60-75 ppm, 3-hole punch, stapling, fold)
- Konica Minolta bizhub C1060 (Color, 60 ppm, 3-hole punch, stapling, fold)

Printer/Device	Grayscale Pages	Color Pages	Overall Monthly Volume (Pages/12 Months)
Rg_c654e	449,792	80319	44,176
Rg_p1250	1,236,790	N/A	103,066
Rg_pc1060	8,665	35,338	3,667

PaperCut Integration Info:

Printer/Device	Integration Method	Jamex Unit	Future Desired Integration Method
RG_p1250	Directly at the device (we use the keypad to login)	No	Directly on the Device with magstripe reader included
RG_c654e	Directly on the Device with magstripe reader included	No	Directly on the Device with magstripe reader included
RG_pc1060	Directly at the device (we use the keypad to login)	No	Directly on the Device with magstripe reader included

We primarily use the p1250 as our workhorse black and white printer/copier for the jobs we receive from faculty throughout the year and for any jobs that require spiral binding/booklet making. Additionally, we make use of the basic bi-fold option we have available fairly often on all machines. The c654e is used as a self serve copier for both faculty and students and also for reprographics overflow work and to print basic pamphlets. The Pc1060 is used to print higher quality color documents on heavier weight paper such as our graduation ceremony programs and numerous college promotional brochures.

Our current lease also includes a Duplo CC-228 desktop business card cutter that is serviced directly by Duplo USA. We need to have a smaller desktop cutter system available so that we could easily cut down smaller jobs like business cards, post cards, etc. The key requirement for this cutter would be that it's easy to operate, fast, and reliable.

Our goals for our next generation of equipment would be to improve the following areas:

- Improve speed (if possible).
- Increase paper capacity (paper does have to be refilled fairly often on the machines)
- Have integrated GBC Punch for our B&W copier (which would cut half the time for creating booklets on our end) and/or provide an integrated binding option (so we can create booklets directly from the machine itself)
- Have integrated bi-fold, and C/Z Folding

## APPENDIX B Imperial Valley College Library Copiers Summary and Additional Information

There are three primary student use printers located within the Library:

- library\_a – Konica Minolta C654e located in Library (Building 1500)
- library\_b – Konica Minolta C654a in Library (Building 1500)
- lib\_c3850 – Konica Minolta C3850fs located in Library (Building 1500)
- 

These machines get a substantial amount of the student printing and need to be very reliable.

Printer/Device	Grayscale Pages	Color Pages	Overall Monthly Volume (Pages/12 Months)
Library_a	113,700	16,126	10,819
Library_b	46,667	6142	4,400
Lib_c3850	7875	2911	899

Students will normally print to the Global\_Print\_Queue on the PCs, and then they can go and release their job on either Library\_A or Library\_B. As you can see from the data above, students primarily choose Library\_A.

PaperCut Integration Info:

Printer/Device	Integration Method	Jamex Unit	Future Desired Integration Method
Library_A	Directly on the Device with magstripe reader included	No	Directly on the Device with magstripe reader included
Library_B	Directly on the Device with magstripe reader included	No	Directly on the Device with magstripe reader included

Ideally, on the new devices, it would be nice to include the following enhancements:

- Faster print speed
- Maintain integrated color printing for Library\_A and Library\_B.
- Maintain Stapling option.
- Integrated PaperCut device integration (removing the need for the separate VCC Card Reader) plus magstripe reader integration so students can still swipe their ID cards if they want to login more quickly.
- Larger capacity paper trays (so Library staff don't have to fill them up as often).

**Other student use copiers:**

Historically, Reprographics has also been responsible for 3 other copiers that are being used by students around campus:

- Cte\_c454e – Konica Minolta C454e located in CTE area (Building 3100)
- Casbah\_c454e – Konica Minolta C454a in College Center (Building 600)
- Rwlab\_c454e – Konica Minolta C454e located in Reading/Writing Lab (Building 2600)

Printer/Device	Grayscale Pages	Color Pages	Overall Monthly Volume (Pages/12 Months)
Cte_c454e	80,617	1,777	6,866
Casbah_c454e	366	81	37
Rwlab_c454e	13,595	418	1,168

PaperCut Integration Info:

Printer/Device	Integration Method	Jamex Unit	Future Desired Integration Method
Cte_c454e	Directly on the Device with magstripe reader included	No	Directly on the Device with magstripe reader included
Casbah_c454e	Directly on the Device with magstripe reader included	No	Directly on the Device with magstripe reader included
Rwlab_c454e	Directly on the Device with magstripe reader included)	No	Directly on the Device with magstripe reader included

The goal is to provide students with the color printing capabilities. As show by the numbers above, it isn't used much, but we still desire to provide that option. The sizing of the units in these areas seem reasonable.

## APPENDIX C Imperial Valley College Departmental Copiers Summary and Additional Information

Currently, around campus we have three models of larger copiers.

In terms of copier models this is what we have under our current contract for our departments:

- Konica Minolta c654e (Color, 60 ppm, 3 units)
- Konica Minolta c454e (Color, 45 ppm 24 units)
- Konica Minolta c3850 (Color, 38 ppm, 12 units)

Usage Summary Info (for all except the BizHub c454e Models):

Printer/Device	Grayscale Pages	Color Pages	Overall Monthly Volume (Pages/36 Months)
ac_c454e	3,604	14,411	1,501
ar_c454e	10,978	1,976	1,079
as_c454e	5,575	967	545
bd_c454e	33,134	5,161	3,191
bss_c454e	44,907	762	3,805
child_c454e	26,514	3,809	2,526
coun_c454e_back	15,670	2,144	1,484
coun_c454e_front	62,138	4,691	5,569
dsps_c454e	15,140	2,698	1,486
ewd_c454e	31,997	3,946	2,995
fa_c454e	13,415	1,246	1,221
falab_c454e	217	4	18
found_c454e	3,210	523	311
hr_c454e	22,083	11,699	2,815
hum_c454e	31,395	1,708	2,758
indtech_c454e	38,638	213	3,237
it_c454e	618	12	52
nurs_c454e	53,218	1,856	4,589
pe_c454e	40,528	987	3,459
post_c454e	44,683	5,073	4,146
pres_c454e	11,314	2,169	1,123
sa_c454e	3,963	596	380
ts_c454e	11,715	343	1,005
ub_c454e	47,434	13,976	5,117



Usage Summary Info (for only the BizHub c3850 Models):

Printer/Device	Grayscale Pages	Color Pages	Overall Monthly Volume (Pages/36 Months)
ar_c3850	8	16	2
coun_c3850	3,358	110	289
labtech_c3850	75	168	20
mnt_c3850	306	1,714	168
park_c3850	2,276	1,593	322
pres_c3850	3	132	11
purch_c3850	401	13	34
rm1604f_c3850	3,412	1,534	412
shc_c3850_front	1,148	1,1907	1,087
sss_c3850	6,573	898	622
vets_c3850	325	2,,562	240
ssc_c3850	1165	642	150

Usage Summary Info (for only the BizHub c654e Models):

Printer/Device	Grayscale Pages	Color Pages	Overall Monthly Volume (Pages/36 Months)
bs_c654e	21,480	437	1,826
eng_c654e	88,275	2,732	7,584
sme_c654e	133,280	1,190	11,205

PaperCut Integration Info (Summarized by Model for brevity):

Printer/Device	Integration Method	Jamex Unit	Future Desired Integration Method
C654e Models	Directly on the Device with magstripe reader included	No	Directly on the Device with magstripe reader included
C454e Models	Directly on the Device with magstripe reader included	No	Directly on the Device with magstripe reader included
C3850 Models	Directly on the Device with magstripe reader included	No	Directly on the Device with magstripe reader included

## **APPENDIX D**

### **Imperial Valley College Server Fax Software/Devices Summary and Additional Information**

The District is currently using the RightFax Product. The plan is to continue to use RightFax for campus faxing.

Currently, it is integrated into a few of our larger copiers and other MFP devices directly and in other cases we use the printer integration (so that faxes are printed directly to a printer when they arrive. The proposed solution has to be able to integrate with RightFax.

Primarily though, it is used to send/receive faxes via email.

Sending faxes works as follows:

1. Users scan a document and email it to themselves, or choose a document they already have on their PC.
2. Users then attach the file(s) and write their message in the body of the email.
3. Users send the email to [1234567890@fax.imperial.edu](mailto:1234567890@fax.imperial.edu) (where the numbers 1-0 represent a valid fax number)
4. Within a few minutes the users will receive a confirmation email letting them know if the message was sent successfully or failed in some way.

Receiving faxes works as follows:

1. Users are setup in our Active Directory with a fax number.
2. The RightFax system then picks up that information during its regular syncing period.
3. Future faxes sent to one of our campus fax numbers are then emailed to those users that have been designated to receive those faxes.

Overall, the RightFax system has worked quite well for us and we'd like to continue using it. When it was initially implemented the goal was to provide a fax solution on campus that was universal and made it easy for users to send faxes when needed and the RightFax solution has met this requirement very well. The proposed solution must integrate with RightFax.

Item to note:

1. The system has recently been upgraded to the cloud-based solution.

**APPENDIX E**  
**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 \_\_\_\_\_.  
(IVC, State)

Signed: \_\_\_\_\_

## APPENDIX F

### Contractor Profile Form & Designation of Names

CONTRACTOR Name: \_\_\_\_\_

DUE NO LATER THAN 3:30pm Friday June 4<sup>th</sup>, 2021

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

IVC  
RFP # 2021-Copier\_MFP  
Attn: Jeffrey Enz, Chief Technology Officer  
380 East Aten Road  
Imperial, CA 92251

#### Section 1: Designation of Names

Person Responsible for Bid: \_\_\_\_\_

Street Address: \_\_\_\_\_

IVC, 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 IVC 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 G**  
**Financial Statements**

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

## APPENDIX H

### PROFESSIONAL SERVICES AGREEMENT (Sample)

AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
IMPERIAL COMMUNITY COLLEGE DISTRICT  
AND  
[INSERT NAME]

#### 1. Parties and Date.

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between IMPERIAL COMMUNITY COLLEGE DISTRICT (the "District") and [INSERT NAME] ("Consultant") (collectively referred to as the "Parties" and each individually as the "Party").

#### 2. Recitals.

2.1 **Consultant.** Consultant is a professional security services consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of the District.

2.2 **Project.** The District desires to engage Consultant to render on-site security services at the Imperial Valley College located at 380 E. Aten Road, Imperial, CA 92251 (the "Project").

#### 3. Terms.

##### 3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in the scope of work proposal and fee schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue for **Three Years, until \_\_\_\_\_, 20\_\_**, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

##### 3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

(c) Work Authorization/Task Order. Consultant shall obtain from the District a written work authorization for the Project prior to commencing any work or performing any Services under this Agreement. Such written work authorization shall reiterate Consultant's duties outlined herein and provide written confirmation of the specific Services, or portion thereof, to be performed, any applicable schedule requirements for such Services, as well as the agreed upon compensation to be provided for such Services consistent with the not to exceed fee(s) set forth this Agreement.

(d) Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

(e) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(f) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(g) Insurance. Consultant shall provide insurance in amount and type subject to the review and approval of the District. Consultant shall also provide District with the copies of its insurance policies prior to commencing work on the Project.

(h) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.

(i) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all of Consultant's activities. Should Consultant fail to adequately staff the Project, the District may, at its sole discretion, retain additional independent contractors/vendors as needed.

### 3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement for the not-to-exceed fees set forth in Exhibit "A" attached hereto and incorporated herein by reference consistent with the applicable Work Authorization. Consultant shall not be entitled to any compensation under this Agreement except as confirmed in such written Work Authorization. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing in advance by the District.

(c) Payment of Compensation. Consultant shall submit to the District an itemized statement which indicates work completed and hours of Services rendered by Consultant. The District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by the District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from the District.

(e) Authority to Amend Agreement. As the authorized representative for the District for the purposes of binding the District to amendments to this Agreement, the Superintendent or his/her designee, may authorize and execute an amendment to this Agreement to add Services and/or increase the not-to-exceed fee by up to twenty-five percent if the Superintendent identifies an immediate need for such an amendment. All such amendments executed by the Superintendent shall be subject to ratification by the District's governing board.

3.5 **Maintenance of Accounting Records**. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during



normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

### 3.6 General Provisions.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without the District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, the District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

**[INSERT NAME]**

Attn: **[INSERT NAME OF AUTHORIZED REP.]**

**DISTRICT:**

**IMPERIAL COMMUNITY COLLEGE DISTRICT**

380 E. Aten Road

Imperial, CA 92251

Attn: **[INSERT NAME OF AUTHORIZED REP.]**

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of the District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse the District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify

shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(h) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California.

(i) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(j) The District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(k) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of the District.

(l) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(m) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(n) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(o) Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(p) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of the District's Minority Business

Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted.

(q) Fingerprinting Requirements. Consultant hereby acknowledges that, if requested by the District it comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's students. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(r) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(s) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

(t) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(u) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(v) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(w) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

**IMPERIAL COMMUNITY COLLEGE  
DISTRICT**

**[INSERT NAME OF CONSULTANT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

Federal Tax I.D. Number

