REQUEST FOR PROPOSALS

MANAGED PRINT AND COPIER SERVICES
RFP # 2015-Printers

RFP RELEASED: 08/21/2015
TECHNICAL QUESTIONS DUE: 3:30 p.m. on 9/09/2015
PROPOSALS DUE: No later than 3:30 p.m. on 9/18/2015

SUBMIT PROPOSALS TO:
Imperial Community College District
ATTN: Omar Ramos, Online Services Architect
380 East Aten Road, Imperial, CA 92251
Phone: 760.355.6377 • Fax: 760.355.5774
Email: rfp@imperial.edu
All official responses from the college will be provided
in writing via the email address above or
via our Glip Discussion Area for this RFP.

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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 Imperial Valley College (IVC) 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. 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, 09/18/2015 directed to Omar Ramos, Online Services Architect, at 380 East Aten Road, Imperial, CA 92251.

1.2 PURPOSE

Imperial Valley College (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 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

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: Omar Ramos, 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 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, 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/dprewagedetermination.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 – Small B&W Printers Summary and Additional Information

Appendix B – Small Color Printers Summary and Additional Information

Appendix C – Printer Placement Guidelines

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

Appendix G - 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.

Appendix H – Local Vendor Preference
Please fill out and include the local vendor preference form and include the necessary documents if your organization qualifies.

1.8 PROPOSAL SUBMISSION

Three (3) copies of the proposal in addition to an electronic copy, can be on a USB stick, CD or other format, of RFP Response are required. Proposal copies should be submitted in three-ring, loose-leaf binder form. 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 2015-Print.** 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 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 following email address: rfp@imperial.edu or to our Glip Discussion Area. Technical questions must be submitted to rfp@imperial.edu or to our Glip Discussion Area no later than 3:30pm Wednesday, 09/09/2015.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 G 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 for each package:

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 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	08/21/2015
Job Walk Imperial Valley College	09/04/2015
Technical Questions Due	09/09/2015
Proposals Due – Response Window Closes	09/18/2015
Vendor Presentations (45 min. max, Topic: Why go with your company as a vendor?)	09/23/2015
Proof of Concept (we reserve the right to conduct a Proof of Concept with our top 3 vendors during this period)	09/28/2015 – 10/09/2015
Preferred Vendor selected, contract negotiated and awarded	10/23/2015
Contract subject to Governing Board approval	11/18/2015
Work Commences (Fall Semester ends on 12/11/2015 and Winter Intersession Begins on 01/05/2015)	12/01/2015

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 140 part-time faculty, and have approximately 9,000 students enrolled in one or more courses during the 2014 Fall Semester.

3.0 LEGAL SPECIFICATIONS

IVC's Legal Specifications are contained in a sample contract template in Appendix G. 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 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 it is recommended for the VENDOR to schedule a walk through the campus with no more than 2 representatives to be better able to gauge the scope of the job. Dates will be as follows: IVC 9/04/15 @ 9 AM for the Job Walk. Starts at 9 AM in Room 903 (Main IT Room).

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 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 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 Xerox and Image Source 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 Image Source technician, but most service calls are currently directed straight to Xerox for these larger devices. As of December 23, 2015, all of the lease agreements will have expired and copiers need to be replaced. These devices **are not** included in the current RFP document (only the smaller B&W and Color printers are included in this RFP).

Current Environment – MFP Devices
IVC currently has lease agreements with Image Source for our MFP devices and 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 Image Source technician. As of December 23, 2015, all of the lease agreements will have expired for these devices. These devices **are not** included in the current RFP document (only the smaller B&W and Color printers are included in this RFP).

Current Environment – B&W and Color Printers
The current printer pool consists of several different models and devices, with most being about 5 years old or older. IVC has mostly standardized on Xerox printers in the current contract, with a small number of older HP printers that were added to the service agreement. Toner replacement and printer maintenance is provided on an as needed basis by the onsite Image Source technician. Only these devices are included in the current RFP document.
A list of these 184 B&W and 31 Color Printers including an estimated usage is provided in **Appendix A and B**.

One of our goals in our next contract is to reduce our costs by reducing our number of 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).

Please refer to **Appendix C – Printer Placement Guidelines** for some additional information on our thoughts for placing printers in our various campus locations that we put together earlier this year which may be helpful.

NOTE: We do have about 30 or so additional HP printers which were carried over (existing units) into the current contract when it began which aren't detailed here, but should be factored in for replacement.

MICR Requirements: Our Business Office has a requirement for MICR toner for the checks they print out. Special requirements maybe provided from the business office as a part of this proposal (e.g. they have expressed a desire to upgrade their printer/folder/sealer setup currently in use, which is using an older HP Laserjet 4250 device that sometimes has issues due to the age of the device).

PROJECT DESCRIPTION:

IVC is looking for a service partner to provide and/or manage 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 smaller B&W and Color printers that have leases that are close to expiration as detailed in **Appendix A and B**.

IVC intends to replace printers through a lease for multiple years with a service agreement to maintain the printers. The proposal should include costs assigned to each model printer and calculations for a 5 year lease for comparison purposes. IVC is looking for a cost per page

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.

IVC understands that its current number of printers may be a bit higher than the campus truly requires. Given that, we would like to continue providing individual desktop printers where necessary (for example, in individual offices where a departmental copier/printer is not easily accessible) while at the same time reducing the number of printers in other areas that do not have a good business requirement to have individual desktop printers. The desire here is to reduce the number of issues we have by also reducing the number of devices we have available (for the most part, most of our issues are related to our smaller devices on campus).

RFP Goals are; 1) optimize environment, 2) standardize 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 IVC in maintaining confidentiality and security of documents and information that pass through Copier.

- Must be capable of printing common paper sizes with duplexing as a standard option.

- 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.

- Online program management and reporting for IVC is requested for fleet specific and overview information, supplies ordering, usage, up-time, invoicing, etc.

- 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.

- 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 printers 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), 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. Printers 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 printer 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 printers 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 Printers 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 printer cannot be repaired in place within the business needs of the department (24 to 72 hours), another printer 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 printer 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 printer not perform in accordance with the requirements stated in this solicitation document to the satisfaction of IVC staff, the printer must be removed at the bidder(s) expense and the contract may be terminated. Upon successful performance of the printer during this thirty-(30) day period, the printer will be accepted and the contract shall begin.

INVOICING:
Contractors shall prepare separate official invoices for each printer 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 printer may be relocated (after initial installation) three (3) times per year at no additional charge to IVC. Thereafter, if the same printer is relocated, it will be at the rate specified in the contract. Bidders shall include in their proposal the fixed price for additional printer relocations, if the contractor performs the move. This does not include printer 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 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 Small B&W Printers
Summary and Additional Information

Proposal should include right sizing, and in this case reducing the overall number of B&W printers we have on campus in order to contain our costs (our goal would be to reduce our number of B&W devices by 25 – 50%). Target number of B&W devices is 150.

The bulk of our devices on campus are our Xerox Phaser 3250 devices, of which we have approximately 184.

Overall, each month altogether these devices are averaging a volume of about 38,000 pages.

Additionally, we have more HP B&W Laserjet devices that were on campus prior to the current agreement that are spread out in various locations on campus (in some cases, these devices were deemed to be purchased by "categorical" funds and were therefore excluded from the contract).

Our replacement units should be able to print at 30 pages per minute or faster, be able to print out its first page in 10 seconds or less, provide duplex printing, have a tray capacity of at least 500 sheets and include network connectivity.

Printer Name	Total Printed Pages	Overall Monthly Volume (Pages/36 Months)
AC_P3250_1	1,095	30
AC_P3250_2	2,697	75
AJ_P3250_MXX911627	3,972	110
AR_P3250_1	3,809	106
AR_P3250_2	777	22
AR_P3250_3	6,508	181
AR_P3250_4	7,154	199
AR_P3250_5	3,005	83
AS_P3250_1	304	8
BD_P3250_1	3,228	90
BD_P3250_2	5,014	139
BS_P3250_1	10,468	291
BS_P3250_2	19,423	540
BS_P3250_4	7,741	215
BS_P3250_5	14,547	404
BS_P3250_MXX911684	7,816	217
BSS_P3250_1	7,914	220
BSS_P3250_2	4,738	132

BSS_P3250_3	5,165	143
BSS_P3250_4	2,988	83
BSS_P3250_5	6,059	168
BSS_P3250_6	1,487	41
BSS_P3250_7	3,893	108
BSS_P3250_MXX908945	3,894	108
CHILD_P3250_1	8,761	243
CHILD_P3250_2	4,714	131
CISCO_P3250_1	13,878	386
COUNS_P3250_1	14,671	408
COUNS_P3250_10	27,824	773
COUNS_P3250_11	12,316	342
COUNS_P3250_12	20,330	565
COUNS_P3250_13	8,017	223
COUNS_P3250_14	20,008	556
COUNS_P3250_15	8,761	243
COUNS_P3250_2	16,913	470
COUNS_P3250_3	16,559	460
COUNS_P3250_4	7,911	220
COUNS_P3250_5	4,005	111
COUNS_P3250_7	11,606	322
COUNS_P3250_8	4,521	126
COUNS_P3250_9	8,842	246
COUNS_P3250_MXX911786	0	0
DSPS_P3250_1	9,832	273
DSPS_P3250_10	2,893	80
DSPS_P3250_2	41	1
DSPS_P3250_3	4,593	128
DSPS_P3250_4	2,605	72
DSPS_P3250_5	249	7
DSPS_P3250_6	6,074	169
DSPS_P3250_7	3,963	110
DSPS_P3250_8	2,109	59
DSPS_P3250_9	229	6
ENG_P3250_1	2,281	63
ENG_P3250_10	8,224	228
ENG_P3250_11	423	12
ENG_P3250_12	41	1
ENG_P3250_14	4	0

ENG_P3250_15	4,438	123
ENG_P3250_16	5,560	154
ENG_P3250_2	19,894	553
ENG_P3250_3	2,112	59
ENG_P3250_5	0	0
ENG_P3250_7	6,531	181
ENG_P3250_8	217	6
ENG_P3250_9	236	7
EOPS_P3250_1	8,650	240
EOPS_P3250_2	32,091	891
EOPS_P3250_3	31,903	886
EOPS_P3250_4	21,860	607
EOPS_P3250_5	4,699	131
EOPS_P3250_6	8,318	231
EOPS_P3250_7	36,840	1,023
EOPS_P3250_8	5,600	156
EOPS_P3250_9	7,031	195
EWD_P3250_1	12,273	341
EWD_P3250_2	693	19
EWD_P3250_3_MXX911406	1,948	54
FA_P3250_1	25,346	704
FA_P3250_10	14,801	411
FA_P3250_11	24,401	678
FA_P3250_12	18,949	526
FA_P3250_13	15,455	429
FA_P3250_4	8,790	244
FA_P3250_5	23,178	644
FA_P3250_6	14,748	410
FA_P3250_7	7,472	208
FA_P3250_8	9,249	257
FA_P3250_9	20,944	582
HR_P3250_2	17,483	486
HR_P3250_3	4,263	118
HR_P3250_4	24,406	678
HR_P3250_MXX910956	1,792	50
HR_P3250_MXX911730	121	3
HR_P3250_MXX912358	0	0
HR_P3250_MXX912390	0	0
HUM_P3250_MXX911731	2,378	66

INDTECH_P3250_2	4,282	119
INDTECH_P3250_3	3,266	91
INDTECH_P3250_4	2,716	75
IT_P3250_1	13,433	373
IT_P3250_3	877	24
IT_P3250_4	15,832	440
IT_P3250_5	1,392	39
LC_P3250_1	2,250	63
LC_P3250_2	2,489	69
LIB_P3250_1	324	9
MLAB_P3250_1	5,690	158
MLAB_P3250_2	33,501	931
MLAB_P3250_3	10,068	280
MNT_P3250_1	23,492	653
NURS_P3250_1	3,883	108
NURS_P3250_10	12,937	359
NURS_P3250_12	2,346	65
NURS_P3250_2	5,340	148
NURS_P3250_3	2,858	79
NURS_P3250_4	61	2
NURS_P3250_5	812	23
NURS_P3250_6	16,954	471
NURS_P3250_7	1,039	29
NURS_P3250_8	2,136	59
PARK_P3250_1	51	1
PARK_P3250_2	7,529	209
PE_P3250_10	3,480	97
PE_P3250_11	1,481	41
PE_P3250_2	1,063	30
PE_P3250_3	4	0
PE_P3250_4	3,518	98
PE_P3250_5	488	14
PE_P3250_6	1,806	50
PE_P3250_7	2,370	66
PE_P3250_8	626	17
PE_P3250_9	1	0
PE_P3250_MXX911711	443	12
PRES_P3250_1	9,171	255
PRES_P3250_2	13,381	372

RM1604C_P3250	2,951	82
RM1604F_P3250	0	0
RM1604H_P3250	11,907	331
RM1712_P3250	975	27
RM1714_P3250	12,105	336
RM1716_P3250	1,958	54
RM206_P3250	818	23
RM301_P3250	1,800	50
RM302_P3250	76	2
RM306_P3250_MXX908934	1,910	53
RM314C_P3250	770	21
RM316_P3250	19,234	534
RM805_P3250_1	4,346	121
RM805_P3250_2	246	7
RM902_P3250	15,336	426
RM905_P3250	2,266	63
RM907_P3250	82	2
RWLAB_P3250_1	13,024	362
RWLAB_P3250_2	32,398	900
RWLAB_P3250_4	21,389	594
RWLAB_P3250_5	2,096	58
RWLAB_P3250_6	0	0
RWLAB_P3250_7	822	23
SA_P3250_1	2,903	81
SME_P3250_1	9,050	251
SME_P3250_10	6,293	175
SME_P3250_11	2,071	58
SME_P3250_12	1,273	35
SME_P3250_13	3,017	84
SME_P3250_14	3,061	85
SME_P3250_15	3,334	93
SME_P3250_17	4,332	120
SME_P3250_18	835	23
SME_P3250_19	3,105	86
SME_P3250_2	0	0
SME_P3250_4	2,321	64
SME_P3250_5	703	20
SME_P3250_7	3,986	111
SME_P3250_8	4,545	126

SME_P3250_9	14,473	402
SME_P3250_MXX906319	1,298	36
SME_P3250_MXX906775	222	6
SME_P3250_MXX911785	6,487	180
SS_P3250_3	20,220	562
SSS_P3250_2	4,391	122
SSS_P3250_4	11,406	317
SSS_P3250_5	5,166	144
TC_P3250_1	6,067	169
TS_P3250_1	42,572	1,183
TS_P3250_4	15,219	423
TS_P3250_7	1,200	33
UB_P3250_1	0	0
UB_P3250_2	2,147	60

APPENDIX B
Imperial Valley College Small Color Printers
Summary and Additional Information

Proposal should include right sizing, and possibly reducing, our overall number of color printers we have on campus (for this area, we're only looking for approximately a 10-15% reduction in # of color printers). Target number for color printers is 25 devices.

On campus, we have about 31 color printers that were brought in as part of the current contract, plus a few additional HP printers that were left on that have color printing functionality (but these HP printers are not detailed below).

Our replacement units should be able to print at 30 pages per minute or faster, be able to print out its first page in 10 seconds or less, provide duplex printing, have a tray capacity of at least 500 sheets and include network connectivity.

Xerox Phaser 6280 Summary Info:

Printer Name	Total Printed Pages	Overall Monthly Volume (Pages/36 Months)
AR_P6280_NKA173460	5,950	165
AS_P6280_1	14,584	405
BS_P6280	39,112	1,086
COUNS_P6280_1	7,640	212
DSPS_P6280	21,202	589
ENG_P6280	28,647	796
EOPS_P6280	26,007	722
EWD_P6280	26,939	748
FA_P6280_1	7,791	216
HR_P6280_1	70,920	1,970
HR_P6280_NKA173495	2,487	69
INDTECH_P6280_1	2,063	57
INDTECH_P6280_2	12,936	359
LC_P6280	5,359	149
LIB_P6280_1	15,859	441
LIB_P6280_2	3,825	106
LIB_P6280_3	29,533	820
LIB_P6280_4	4,078	113
LIB_P6280_5	5,380	149
LIB_P6280_6	4,198	117
LIB_P6280_7	641	18
LIB_P6280_8	819	23
MNT_P6280_NKA173475	4,448	124

PARTTIME_RM_P6280	21,396	594
PE_P6280	9,660	268
POST_P6280	3,883	108
RM1715_P6280	7,107	197
RWLAB_P6280	11,250	313
SA_P6280	46,232	1,284
SME_P6280	11,776	327
UB_P6280	8,398	233

APPENDIX C
IVC Printer Placement Guidelines

The following are a set of Printer Placement Guidelines we created and shared with the campus earlier this year, in the hopes of providing a middle ground / framework where we could define where printers would be placed and where printers would not be placed on campus.

For offices that do not open to a common area:
For individual offices that are located on the perimeter of our existing buildings and do not open to a common shared area, the staff member in the office will have the option for a low-volume black and white printer to be placed in the office to be used for occasional printing (100 pages/month or less).
To help maintain the desired low printing volume on these devices print management software will be used to help our users print to the more efficient larger devices.
Larger print jobs should be sent to:

- The Department's designated large copier (IT will setup your computer so that the department copier is added as an additional printing option you can select…in this situation your department secretary can be informed about the print job and hold onto it for you in the office).
- Reprographics with at least 24 hours lead time (your job can be held for pickup)

Examples:

- The offices on the perimeter of the 1700 Building that just open to the outside

For offices that do not have clerical support in the area:
If the office does not open to a common area, then the same guidelines already mentioned above apply.
If the office does open to a common area, then a low or mid-volume black and white office printer can be placed in the common area for the use of the staff, in lieu of adding a printer individually in each office.
Examples include:

- The offices in the 1600 Building
- Certain offices in the 300 Building (e.g. RM 314)

For high volume in a critical business area:
Certain areas on campus have a high volume requirement due to the specific business function being performed.
In these cases, since so many students are being served, and the constant retrieval of print jobs would be a detriment to their ability to serve students effectively, a fast high volume printer will be considered.

Color Printing Needs:
Very few areas on campus require color printing.
Using data collected over a 3 year period (from about April 2012 to May 2015) we can see that 90% of the colleges printing needs are handled by black and white printers, with only about 10% being handled by color printers.

For this reason, color printers will generally be strategically placed to provide a nearby color option for the majority of staff where possible.
For staff that have a specific job function that requires a lot of color printing, a color printer will be considered for their location.

Confidential Printing Needs:
A few areas on campus have the need for confidential printing.
In these situations we have two available options:

- Secure Print Release – This option would allow a confidential print job to be sent to a common printer and then released manually at the device (that way you can be there when it prints out and grab it immediately)
- Installing a printer in the office that has the confidential printing requirement

Historically, we've chosen the second option but the first option is how printing is typically handled for students right now in the Library (they send a print job, and then they have to go up to the device they want it to come out on and release it).

Banner Printing:
Every common area on campus should have access to at least one printer that is capable of printing from Banner.
Banner is somewhat special in this case because it actually has two types of printing options:

- One option where you choose a printer from your local list of installed printers (this is essentially the same as if you were going to print from Microsoft Word).
- A second option where you have to specify the name of a Banner Printer.

You should not have an issue with the first option.
We are primarily talking about the second option in this case because it is different and you can only choose from the list of printers that have been setup in Banner by the Application Services staff and the printer has to be compatible with printing directly from Banner (these are generally the printers selected when printing a Purchase Order, for example).

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 _____.
(IVC, State)

Signed: _____

APPENDIX E

Contractor Profile Form & Designation of Names

CONTRACTOR Name: _____

DUE NO LATER THAN 3:30pm Tuesday March 31st, 2015

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

IVC
RFP # 2015-Copier_MFP
Attn: Omar Ramos, Online Services Architect
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 F
Financial Statements

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

APPENDIX G

PROFESSIONAL SERVICES AGREEMENT
(Sample)

380 East Aten Road
IMPERIAL, CALIFORNIA, 92251

This agreement is made and entered into by and between IVC hereinafter referred to as "DISTRICT", and _____hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the DISTRICT needs professional services;
and;

WHERAS, 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 renew 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 CONTACTOR 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 Consultant'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: Consultant 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 Imperial. 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

Jeff Enz, Technology Services
Imperial Valley College
380 E. Aten Rd.
Imperial, CA 92251
760-355-6377

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.

_____ Date_____

DISTRICT SIGNATURE

Dr. Victor Jaime, Edd, President/Superintendent, Imperial Valley College

_____ Date_____

CONTRACTOR SIGNATURE

Name: _____

Title: _____

APPENDIX H

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 Imperial; and 2) it holds a valid business license issued by an agency within the County of Imperial; 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 Imperial? Yes____ No___

If yes, does your company hold a valid business license issued by an agency within the County of Imperial? 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 Imperial County for at least six months? Yes ____ No____