



SBCCD Managed Print and Copier Services RFP # 2025-03



REQUEST FOR PROPOSALS

SBCCD MANAGED PRINT AND COPIER SERVICES RFP # 2025-03

RFP RELEASED: 3/14/2025
TECHNICAL QUESTIONS DUE: 3:00 p.m. on 4/3/2025
PROPOSALS DUE: No later than 3:00 p.m. on 4/25/2025

SUBMIT PROPOSALS TO:
San Bernardino Community College District
ATTN: Steven Sutorus, Executive Director
550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408
Email: ssutorus@sbccd.edu



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1.0 INSTRUCTION TO VENDORS

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

1.1 NOTICE FOR INVITING PROPOSALS

Notice is hereby given that the Governing Board of the San Bernardino Community College District (SBCCD) of San Bernardino County is issuing a Request for Proposal for a qualified contractor to provide the implementation/deployment of a copier service program for SBCCD as summarized in the scope of work herein. SBCCD hereby invites you (VENDOR) to submit a Proposal according to the terms and procedures defined herein no later than 3 PM, 4/25/2025 directed to Steve Sutorus, Executive Director, at 550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408 as per the specifications on file with Purchasing Office. **This RFP submission must be sent and accepted digitally by submitting the full proposal by email to ssutorus@sbccd.edu.**

1.2 OVERVIEW

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

1.3 REJECTION OF PROPOSALS

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

1.4 SUBCONTRACTORS

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

1.5 RFP COMPLIANCE, FORMS, AND CERTIFICATES

1.5.1 ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBCCD. The VENDOR shall maintain



Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBCCD requires the following levels of coverage:

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

1.5.1.1 INSURANCE POLICY REQUIREMENTS

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

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

1.5.2 NON-COLLUSION AFFADAVITS

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

1.5.3 AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

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

1.5.4 SB 854 DIR COMPLIANCE

Bidders are advised that this contract is a public work for purposes of the California



Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>. As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

1.6 CONFIDENTIALITY

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

1.7 PROPOSAL FORMAT

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

Section 1.0 EXECUTIVE SUMMARY

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

Section 2.0 VENDOR PROFILE

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

Section 3.0 LEGAL SPECIFICATIONS

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

Section 4.0 PROJECT SPECIFICATIONS

VENDOR shall outline and describe their products and services proposals following the scope and specifications enumerated in Section 4.0. Specific exceptions to SBCCD specifications should be described and justified here as well as any additional information the VENDOR feels relevant to their



proposal. Paragraphs shall be numbered to follow the enumeration of Section 4.0 so as to provide the Evaluation Committee the ability to objectively score each proposal.

Appendices:

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

Appendix A – List of San Bernardino Valley College Copiers

Appendix B – List of Crafton Hills College Copiers

Appendix C – List of District Services Office and EDCT

Appendix D - Non-Collusion Affidavit

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

Appendix E - Vendor Profile Form & Designation of Names

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

Appendix F - Professional Services Agreement

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

Appendix G – Local Vendor Preference

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

Appendix H - Financial Statements

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

1.8 PROPOSAL SUBMISSION

This RFP submission must be sent and accepted digitally by submitting the full proposal by email to: ssutorus@sbccd.edu by the proposal due date/time: 4/25/2025 at 3 p.m. 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 clearly showing the SUBCONTRACTOR name, address and **San Bernardino Community College District, SBCCD Managed Print and Copier Services RFP # 2025-03**. No proposals may be withdrawn after submission.



1.9 VENDOR CONDUCT

During the RFP Window (from release of this RFP to Final award), VENDOR is not permitted to contact any SBCCD employees or members of the Governing Board unless at the request of SBCCD's designated contact person found on the title page of this RFP or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.10 QUESTIONS REGARDING THIS RFP

Any administrative or technical questions concerning the requirements presented in this RFP must be directed to the contact on the title page of this RFP via e-mail. Technical questions must be submitted no later than 3:00 pm on 4/3/2025. The email address is: ssutorus@sbccd.edu. The Evaluation Committee will draft responses to be posted as Addenda.

1.11 CONTRACT DOCUMENT

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

1.12 EVALUATION

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

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

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



1.13 COST OF PROPOSAL DEVELOPMENT

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

1.14 RFP INTERPRETATION AND ADDENDA

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

1.15 AWARD

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

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

1.16 INDEMNIFICATION

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

1.17 NOTICE OF SUIT OR ACTION FILED

The VENDOR shall give SBCCD immediate notice of any suit or action filed or prompt notice of any claim made against SBCCD arising out of the performance of this contract. The VENDOR shall furnish immediately to SBCCD copies of all pertinent papers received by the VENDOR. If the amount of the liability claimed exceeds the amount of insurance



coverage, the VENDOR shall authorize representatives of SBCCD to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

1.18 PROHIBITED INTEREST

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

1.19 FINAL CONTRACT

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

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

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

1.20 TIMELINE

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

<u>Event</u>	<u>Tentative Date</u>
RFP Release – Response Window Opens	03/14/2025
Job Walk San Bernardino Valley College	03/24/2025
Job Walk Crafton Hills College	03/25/2025
Job Walk District Service Office & EDCT	03/25/2025
Technical Questions Due	04/03/2025
Proposals Due – Response Window Closes	04/25/2025
Preferred Vendor selected, contract negotiated and awarded	06/30/2025



2.0 DISTRICT PROFILE

The San Bernardino Community College District was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. The District includes two comprehensive community colleges: San Bernardino Valley College and Crafton Hills College, a Professional Development Center, and KVCR-TV and FM. The District employs approximately 800 full-time permanent faculty and staff and approximately 650 part-time faculty, and have approximately 21,000 students enrolled during the 2025 Spring Semester.

3.0 LEGAL SPECIFICATIONS

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

4.0 PROJECT SPECIFICATIONS

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

Job Walk: Prior to submitting a response, it is recommended for the VENDOR to participate in a walk through each district location, with no more than 2 representatives for each location, to be better able to gauge the scope of the job. Dates will be as follows:

- **3/24/25 – SBVC Location:** Meet in Parking Lot 8 in front of CTS101,
Time: 9:00am **Contact:** Aldo Sifuentes - usifuentes@sbccd.edu
- **3/25/25 – CHC Location:** Meet at (LRC) Learning Resource Center in the Parking Lot,
Time: 9:00am, **Contact:** Aaron Oxendine - aoxendine@sbccd.edu
- **3/25/25 – DSO & EDCT Location:** Meet in 2nd floor lobby of 550 E Hospitality Ln Suite 200, San Bernardino, CA 92408,
Time: 1:00pm **Contact:** Roger Robles - rrobles@sbccd.edu

4.1 QUALIFICATIONS & EXPERIENCE

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

- A. Furnish background information including date of incorporation/founding, legal form, location of offices, principal line of business, number of employees, days/hours of



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

4.2 SCOPE OF PROJECT

4.2.1 GENERAL OVERVIEW:

SBCCD desires to develop a strong partnership with a copier services provider that will assist in achieving the following objectives:

- Reduce the SBCCD's total cost of ownership in regards to output fleet throughout the SBCCD Managed Print and Copier Service.
- Improve customer service

Current Environment - Copiers

The SBCCD currently has lease agreements with Advanced Imaging Systems (AIS) for copiers and a service agreement to provide all consumables including toner, staples, repair and parts as necessary. As of June 30, 2025, 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-C – "List of Copiers"**.

PROJECT DESCRIPTION

The San Bernardino Community College District (SBCCD) seeks a service provider to manage and optimize its copier and printing fleet in alignment with industry best practices, with a primary focus on fleet optimization and cost reduction.

SBCCD has an immediate need to replace copiers with expired or soon-to-expire leases, as detailed in Appendices A, B, and C. The District intends to lease copiers for multiple years, accompanied by a comprehensive service agreement to ensure ongoing maintenance. Proposals must include:

- Itemized pricing for each digital copier model



- Cost calculations for a five-year lease term (for comparison)
- Cost-per-copy pricing for both color and black-and-white units
- Additional lease structures, including shorter lease terms, buyout options, trade-in values, and direct purchase options

SBCCD currently uses Papercut for print management across its fleet and mobile devices. A five-year Papercut licensing proposal must be included. Additionally, Crafton Hills College (CHC) and San Bernardino Valley College (SBVC) operate pay-for-use multifunction printers (MFPs) and printers using ACD-inc vending box systems for cash and coin payments. The District welcomes proposals for ongoing support and potential upgrades to these systems.

As SBCCD undergoes multiple construction projects, additional copiers will be required within 3 to 4 years of the contract term. The District reserves the right to procure additional copiers at a predetermined, fixed cost without extending the contract term.

RFP Goals

- Optimize printing infrastructure
- Standardize equipment models and configurations
- Enhance cost-efficiency and resource management
- Improve customer support and user experience
- Reduce environmental impact

4.2.2. SPECIFICATIONS AND REQUIREMENTS

Equipment & Performance Standards

- All proposed equipment must be new (A3 spec), unused since manufacture, and current production models that will remain supported for at least 24 months.
- Devices must be UL-approved, ENERGY STAR® compliant, and adhere to ISO hard drive security standards to ensure data confidentiality and security.
- Functionality & Features
- Must support 11"x17" printing, duplexing, hole punching, and stapling.
- Optional faxing capabilities must be available.
- Must support PCL and PostScript drivers and be preconfigured for black-and-white, duplex printing for cost efficiency.
- Devices must integrate with Papercut and Active Directory, supporting user authentication and access control.
- Systems must include proactive monitoring for error reporting, supply reordering, and remote diagnostics under the managed services agreement.
- Online program management & reporting tools must be provided for fleet monitoring, supply ordering, usage tracking, uptime analysis, and invoicing.
- All copiers must support scanning to desktops, email, and network folders, with workflow automation capabilities preferred.
- Printers and copiers must produce high-quality output using a minimum of 30% post-consumer recycled paper.



Maintenance & Compliance

- All devices and services must comply with Cal/OSHA regulations.
- Vendors must maintain, configure, and repair devices, working closely with SBCCD Technology Services to ensure seamless integration and operational efficiency.

Self-Service & Pay-for-Use Machines

- Public-facing locations (Library, Student Services, and Student Success Center) must include self-service and pay-for-use options.
- Vendor must maintain or upgrade ACD-inc vending box stations at SBVC and CHC, ensuring continued cashless payment capabilities for students.
- Devices must support RFID card access for authentication.

Proposal Submission Requirements

Proposers must include detailed literature describing the proposed equipment, including:

- Technical specifications, electrical and space requirements
- Dimensions with and without optional add-ons (finishers, sorters, paper cassettes)
- Certification details for National Information Assurance Partnership (NIAP) Level 2 compliance

WARRANTY:

Include a complete warranty statement for each equipment proposed.

EXPERIENCE OF THE MANUFACTURER, REFERENCES AND SERVICE DEALER:

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

REFERENCES:

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

ENVIRONMENTAL SUSTAINABILITY:

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

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



- Does not emit ozone, dust or styrene above EPA ENERGY STAR® Program Requirements.

CUSTOMER SUPPORT SERVICES:

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

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

EQUIPMENT UPTIME:

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

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

REMEDIAL AND PREVENTATIVE MAINTENANCE AND SUPPLIES:

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

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

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



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

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

RESPONSE TIME:

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

REPAIR CREDIT:

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

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

LOANER:

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

INSTALLATION, INSPECTION, AND ACCEPTANCE:

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

INVOICING:

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



maintenance payments will be billed separately for each location: District, SBVC, CHC, and others. **Note: Contractor shall also prepare a consolidated invoice for information and analysis.**

USER TRAINING:

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

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

REMOVAL AND SURRENDER OF THE EQUIPMENT:

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

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

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

4.2.3 PROPOSAL REQUIREMENTS AND FORMAT

EXECUTIVE SUMMARY:

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

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

FIRM PROFILE AND EXPERIENCE:

Proposals will be evaluated based on the information submitted. Include a profile of the firm including firm history and structure; firm corporate office and local office locations; and profiles of



SBCCD Managed Print and Copier Services RFP # 2025-03

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:

[1] Copier Replacement - Complete a separate copier work sheet for each copier you are recommending. Note if a feature is standard, optional or not available; include additional pages if necessary.

[2] Describe the methodology you intend to use to evaluate the current copier and describe any and all costs. 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.

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



SBCCD Managed Print and Copier Services RFP # 2025-03

APPENDIX A
San Bernardino Valley College

Location/Department	Current Model	Building	Min PPM	Fax	Color	ADCi
ADSS 100 / Admissions	TASKalfa 4053ci	ADSS	35		Y	
ADSS 101 / Assessment	M3145idn	ADSS	35	Y		
ADSS 102 / Print Release	M3145idn	ADSS	50			Y
ADSS 103T / Counseling Office	TASKalfa 6053ci	ADSS	35		Y	
ADSS 105J / SAS	TASKalfa 4053ci	ADSS	50		Y	
ADSS 106 / Financial Aid	TASKalfa 4053ci	ADSS	50	Y	Y	
ADSS 200D / Instruction Office	TASKalfa 4053ci	ADSS	50	Y	Y	
ADSS 201 / Star Program	TASKalfa 4003i	ADSS	50			
ADSS 202 / EOPS	TASKalfa 4053ci	ADSS	35		Y	
ADSS 203 / Transfer Center	TASKalfa 4003i	ADSS	75			
ADSS 206 / Admin Services	TASKalfa 4053ci	ADSS	35		Y	
ADSS 208 / PRESIDENT	TASKalfa 6053ci	ADSS	50		Y	
Art Gallery / Humanities Division	TASKalfa 4053ci	ART	35		Y	
B111 / Business Division	TASKalfa 4053ci	Business	35		Y	
B115 / Business Faculty	TASKalfa 6003i	Business	35			
CC130 / Veterans Center	TASKalfa 4003i	Campus Center	35	Y		
CC 136 / Student Life	TASKalfa 4053ci	Campus Center	35	Y	Y	
CC Kitchen	M3145idn	Campus Center	35	Y		
CC Sunroom	M3145idn	Campus Center	35			
CC 140 / CyberLounge	TASKalfa 4003i	Campus Center	50			
CC 206 / Cal Works	TASKalfa 4003i	Campus Center	35			
CC 211 / Foundation	TASKalfa 4053ci	Campus Center	35		Y	
CDC / CHILD DEV CTR	TASKalfa 4053ci	CDC	50	Y	Y	
CTS 102 / Campus Technology	TASKalfa 4053ci	Campus Technology	35		Y	
Cust 105 / Custodial	TASKalfa 4053ci	MO	50		Y	
Diesel Bldg / Transportation	TASKalfa 4003i	Diesel	35			
GYM 109 /Gym Room	M3145idn	GYM	50	Y	Y	
GYM 318 / Gym	TASKalfa 4003i	GYM	35		Y	
GYM 329 / Gym	TASKalfa 4003i	GYM	35	Y		
HLS 125 /Nursing	TASKalfa 6053ci	HLS	35		Y	
HLS 130 / Print Release	P3145idn	HLS	35		Y	
HLS 201 / Biology	TASKalfa 4003i	HLS	35			
LIBRARY (Student Pay For Copy)	TASKalfa 4003i	Library	35			Y
LIBRARY (Student Pay For Copy)	TASKalfa 4003i	Library	35			Y
LIBRARY (Student Pay For Copy)	TASKalfa 4053ci	Library	35		Y	Y
LIB 119 / Library circulation	TASKalfa 4053ci	Library	35		Y	
LIB 123 / Dual Enrollment	TASKalfa 4053ci	Library	35		Y	
LIB148 / Library	TASKalfa 9003i	Library	35			
LIB 208 / AS & LS	TASKalfa 4003i	Library	35	Y	Y	
NH 119 / Police Academy	TASKalfa 4003i	North Hall	35			
NH 141 / Criminal Justice	TASKalfa 4053ci	North Hall	35		Y	
NH 224 / Humanities Office	TASKalfa 4053ci	North Hall	35	Y	Y	



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NH 250 / Humanities	TASKalfa 6003i	North Hall	35			
NH 346 / Social Science	TASKalfa 6053ci	North Hall			Y	
NH 350 / Social Science Faculty	TASKalfa 6003i	North Hall				
PS 111 / Geography	TASKalfa 4003i	Physical Science	35			
PS 121 (Student use) / STEM	TASKalfa 4003i	Physical Science	75			
PS 134 (Staff) / MSSSC	TASKalfa 4053ci	Physical Science	35		Y	
PS 154 / Science Division	TASKalfa 6053ci	Physical Science	35		Y	
PS 173 / Mathematics	TASKalfa 6003i	Physical Science	35	Y		
PS 194 / Chemistry	TASKalfa 4003i	Physical Science	35			
SHS 100 / Student Health	TASKalfa 4053ci	Student Health Services	35		Y	
T108 / Tech building Hallway	TASKalfa 6053ci	Applied Technology (Old)	35		Y	
Applied Technology (Student Use)	TASKalfa 4003i	Applied Technology	35			
Applied Technology Quick Print	TASKalfa 9003i	Applied Technology	35			
Applied Technology/ Reception	TASKalfa 4053ci	Applied Technology	35		Y	
Village / Faculty	TASKalfa 6003i	Village	35			
Village / Staff Resource Center	TASKalfa 4053ci	Village	35		Y	
Village / Writing Center(Student Use)	TASKalfa 4003i	Village	35			



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Appendix B
Crafton Hills College

Department/Location	Current Model	Fax	Color	ADCi
ART-118 / FACULTY WING	TASKALFA 8353ci	Y	Y	
CCR-109 / DSPS	TASKALFA 4003i			
CCR-117 / ADMISSIONS & RECORDS	TASKALFA 6003i	Y		
CCR-119 / CBO	TASKALFA 4003i			
CCR-122 / FINANCIAL AID	TASKALFA 6053ci		Y	
CCR-153 / STUDENT SENATE	TASKALFA 6003i	Y		
CCR-201 / COUNSELING	TASKALFA 6053ci	Y	Y	
CCR-220 / TRANSFER CENTER	TASKALFA 4003i			
CCR-221 / EOPS	TASKALFA 4053ci		Y	
CCR-235 / OFFICE OF INSTRUCTION	TASKALFA 8353ci	Y	Y	
CDC-101 / CHILD CARE	TASKALFA 4003i	Y		
CNTL-126 / CIS	TASKALFA 4003i			
CNTL-156 / VETERANS AFFAIRS	TASKALFA 4053ci	Y	Y	
CNTL-218 / STEM CENTER	TASKALFA 6053ci	Y	Y	
CNTL-247 / PHYSICS	TASKALFA 4003i			
CTB-208 / FOUNDATION	TASKALFA 6053ci		Y	
CTB-330 / FACULTY WING	TASKALFA 4003i			
CTB-338 / OFFICE OF INSTRUCTION	TASKALFA 6053ci		Y	
CTB-341 / FACULTY WING	TASKALFA 8353ci	Y	Y	
CYN-107C / CHEMISTRY	TASKALFA 4053ci	Y	Y	
CYN-207 / BIOLOGY	TASKALFA 4003i			
CYN-231 / FACULTY WING	TASKALFA 4053ci		Y	
EAST-103 / INSTRUCTION OFFICE	TASKALFA 4003i			
KHA-104 / ACQUATICS	TASKALFA 4053ci		Y	
LIBRARY STUDENT	TASKALFA 6053ci		Y	
LIBRARY STUDENT COIN BOX	TASKALFA 6053ci		Y	
LRC-107 / RESEARCH/PLANNING	TASKALFA 8353ci	Y	Y	
LRC-130B / TECHNOLOGY SVCS	TASKALFA 6053ci	Y	Y	
LRC-137 / TUTORING	TASKALFA 4003i			
LRC-219 / LIBRARY	TASKALFA 4053ci		Y	Y
MO-112 / MAINTENANCE	TASKALFA 4053ci		Y	



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CNTL-252 / GEOLOGY	TASKALFA 4003i	Y		
PAC-312 / FINE ARTS	TASKALFA 4053ci	Y	Y	
PSAH-105A / EMS	TASKALFA 4053ci		Y	
PSAH-120A / RESPIRATORY CARE	TASKALFA 4053ci	Y	Y	
PSAH-203C / FIRE TECH	TASKALFA 4053ci		Y	
SSB-101 / HEALTH	TASKALFA 4053ci	Y	Y	
SSB-203 / ASSESSMENT	TASKALFA 4053ci		Y	
WEST-214 / HONORS	TASKALFA 4003i			



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Appendix C
District Services Office & EDCT

Location/Department	Current Model	Building	Fax	Color	ADCI
Chancellor's Office	TASKalfa 8353ci	550 E Hospitality		Y	
TESS	TASKalfa 8353ci	550 E Hospitality		Y	
HR	TASKalfa 6053ci	550 E Hospitality		Y	
Fiscal (MR2)	TASKalfa 6053ci	550 E Hospitality		Y	
Facilities	TASKalfa 6053ci	550 E Hospitality		Y	
Fiscal (MR1)	TASKalfa 6053ci	550 E Hospitality		Y	
Marketing	TASKalfa 6053ci	550 E Hospitality		Y	
Administration	bizhub C360ci	114 Del Rosa		Y	
Mail Room	bizhub C308	114 Del Rosa			
ATTC	bizhub C284	114 Del Rosa			
EDCT-Computer Lab (Student)	(New Copier)	114 Del Rosa			
KVCR	TASKalfa 6053ci	KVCR		Y	
SBVC PD Office	TASKalfa 6053ci	Police Dep (SBVC)		Y	
CHC PD Office	TASKalfa 6003i	Police Dept (CHC)		Y	



Appendix D

Non-Collusion Declaration

STATE OF CALIFORNIA

The undersigned declares: _____

I am the _____ of _____, the party
(Title) (CONTRACTOR Name)
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ day of _____, 20__ at _____.
(City, State)

Signed: _____



Appendix E

Vendor Profile Form & Designation of Names

CONTRACTOR Name: _____

DUE NO LATER THAN 3 pm 4/25/2025

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

SBCCD
RFP # 2025-03, SBCCD Managed Print & Copier Services
Attn: Steve Sutorus, Executive Director
550 East Hospitality Lane, Suite 200
San Bernardino, CA 92408

Section 1: Designation of Names

Person Responsible for Bid: _____

Street Address: _____

SBCCD, State & Zip: _____

Telephone: _____ Fax: _____

Email: _____

Business Type: _____ TIN: _____

(Corporation, Sole Proprietorship, etc.) (EIN or SSN)

Section 2: Bid

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

I, _____, the undersigned, the _____ of
(Type/Print Name) (Title)

_____, hereby declare that I am duly authorized to execute this Bid
(Name of Company)

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

Signature: _____

Date: _____



Appendix F

SERVICES AGREEMENT (Sample)

550 East Hospitality Lane, Suite 200
SAN BERNARDINO, CALIFORNIA, 92408

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

RECITALS

WHEREAS, the DISTRICT needs services; _____ and;

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

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

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

AGREEMENT

1. DESCRIPTION OF SERVICES

Services shall be rendered per RFP of this agreement.

2. TERM

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

3. COMPENSATION

a. Payment(s) shall be made in the following manner: in the amounts listed on Exhibit _____.

b. 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 upon completion of each phase of services rendered.

- d. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

4. TERMINATION

This AGREEMENT may be terminated by either PARTY upon seven (7) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONTRACTOR. In the event termination is for a substantial failure of performance by CONTRACTOR, all damages and costs associated with the termination, including increased CONTRACTOR and replacement CONTRACTOR costs shall be deducted from payments owed to the CONTRACTOR.

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. 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 CONTRACTOR 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.

VII. 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, \$3,000,000 aggregate 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 \$300,000 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 than as required by the State of California. Professional Liability shall have a limit no less than \$1,000,000 per occurrence.

9. HOLD HARMLESS

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

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

10. AMENDMENTS

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

11. ATTORNEY'S FEES



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

12. ENTIRE AGREEMENT

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

13. INDEPENDENT CONTRACTOR

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

14. LAW TO GOVERN: VENUE

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

15. NOTICES

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

IF TO DISTRICT
ATTN: Business Services
San Bernardino Community College District
550 East Hospitality Lane, Suite 200
San Bernardino CA 92408

IF TO CONTRACTOR



16. VALIDITY

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

17. EXHIBIT AND ADDENDUM INCORPORATED

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

18. PUBLIC EMPLOYEE

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

19. STRS RETIREE

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

20. ASSIGNMENT

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

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

DISTRICT SIGNATURE
Steven J. Sutorus, Executive Director, Business & Fiscal Services

Date _____

CONTRACTOR SIGNATURE

Date _____

Name: _____

Title: _____



APPENDIX G

LOCAL VENDOR DESIGNATION

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

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

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

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

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

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

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

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

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