

**WEST KERN COMMUNITY COLLEGE DISTRICT
TAFT COLLEGE**

**REQUEST FOR PROPOSALS (RFP)
DISTRICT-WIDE MANAGED PRINT SERVICES**

RFP NO. WKCCD 2425-111

Proposal Submittal Deadline
Monday, October 28, 2024
3:00 PM

TABLE OF CONTENTS
RFP
Attachment A: Proposer Background Information
Attachment B: Proposal Questionnaire
Attachment C: Fee Proposal
Attachment D: Vendor Services Agreement

NOTICE IS HEREBY GIVEN that the WEST KERN COMMUNITY COLLEGE DISTRICT, Taft, CA, Kern County, acting by and through its Board of Trustees, hereinafter referred to as the District, will receive sealed Proposals for the award of a Contract, pending funding, for the following:

RFP # WKCCD 2425-111 DISTRICT-WIDE MANAGED PRINT SERVICES

Proposals must be submitted to the Taft College Vendor Portal, PlanetBids, <https://vendors.planetbids.com/portal/66036/bo/bo-search> on or before **and NO LATER THAN, Monday, October 28, 2024, at 3:00 PM (PST)**. Pre-Bid Non-Mandatory Job Walk/Conference is scheduled on Monday, September 23, 2024, at 9:00 a.m. Meet in front of the Administration Building, 29 Cougar Court, Taft, CA 93268.

WEST KERN COMMUNITY COLLEGE DISTRICT will receive bids for the award of the contract for the identified project up to, but no later than the specified deadline. Bids received by the deadline shall be opened and publicly released on the Taft College Vendor Portal <https://vendors.planetbids.com/portal/66036/bo/bo-search>

NOTE: Proposals submitted by fax or email are NOT acceptable. Vendors are solely responsible for ensuring their Proposals are received by the District at the time and date shown above.

Bid information and documents can be viewed and downloaded for free at the Taft College Vendor Portal <https://vendors.planetbids.com/portal/66036/bo/bo-search>

The District will provide information to Potential Vendors regarding the requirements of the RFP via the Taft College Vendor Portal <https://vendors.planetbids.com/portal/66036/bo/bo-search>. Each Proposal must conform to the RFP Documents, including but not limited to, Scope of Work, all Terms and Conditions, and RFP Forms. Any Proposal that is submitted late and/or does not conform to the requirements set forth in this RFP Document may be rejected as non-responsive.

Proposals may be withdrawn, upon written request, at any time prior to the scheduled Proposal Submission Date. However, no Vendor may withdraw their Proposal for a period of one hundred eighty (180) calendar days after the designated time for the Proposal submission.

The District reserves the right to reject any and all Proposals or to waive irregularities in any Proposal.

By Order of the Board of Trustees of the
WEST KERN COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS NO.
DISTRICT-WIDE MANAGED PRINT SERVICE

West Kern Community College District (“District”) serves the diverse educational needs of students of all ages. The District is comprised of one campus.

West Kern Community College District (“District”) requests that qualified, skilled and experienced firms submit proposals in response to this RFP for Vendor Services for the development and preparation of its District-Wide Managed Print Service

1. RFP AND PURPOSE OF RFP

- 1.1 Introduction. The District is seeking proposals from qualified Vendors to submit sealed proposals for the provisioning, support, and maintenance of a comprehensive District-Wide Managed copier, print and scan service. The selected Contractor will be responsible for establishing and maintaining District-wide network and laser printer-based devices across the District.
- 1.2 Objectives. The District intends to contract with a single qualified contractor to provide the following services: the procurement, leasing, maintenance, support, and/or repairs of all District copiers, laser printers, and plotters; an automated support and supply ordering process; a maximum response time and minimum machine down-time guarantee.
- 1.3 Proposer Qualifications. Each firm responding to this RFP must demonstrate their background, qualifications, competence, and capability to perform the Project described in the Scope of Work.
- 1.4 Obtaining RFP. District will provide information to Proposers regarding the requirements of the RFP via email and by posting on District’s website at [Taft College | Financial Reports and Other Required Disclosures](#). All prospective Proposers must submit a request.

2. DISTRICT BACKGROUND

The West Kern Community College District (“District”) is a single-college (“Taft College”) District located in Taft, California. The District is a higher education institution in the California Community College system that serves the diverse educational needs of students of all ages. For more than 100 years, Taft College has been providing higher education opportunities to western Kern County residents. Over time, the area became more diversified with other industries such as agriculture, mining, and chemical production. The broadening of the base economy led to the diversification of the residents and the students, resulting in Taft College’s designation as a Hispanic-serving institution.

Taft College is committed to creating a community of learners by enriching the lives of all students we serve through career technical education, transfer programs, foundational programs, baccalaureate programs, and student support services. Taft College provides high-quality, accessible, and affordable educational opportunities/services and an equitable learning environment defined by applied knowledge leading to students’ achievement of their educational goals. The District expects to increase educational attainment for individuals, prepare and sustain an educated workforce for area residents, develop technology for program and service delivery, be accountable for the efficient and effective use of resources, be the primary resource for and coordinator of higher education in the greater community of Taft, and serve as a primary economic driver for Western Kern County.

During the 2022/23 academic year, Taft College offered 41 Associate Degree programs (27 AA/AS Degrees and 14 Associate Degrees for Transfer), 16 Certificates of Achievement, and 16 Local Certificates. 2445 full-time equivalent students (FTES) were enrolled in day and evening classes, and courses are offered in fall and spring semesters along with a summer session using distance education and in-person delivery formats.

Additional detailed information regarding the District is available at <https://www.taftcollege.edu> and [Institutional Research, Assessment & Planning](#).

3. DISTRICT-WIDE PRINT, COPIER, SCAN SERVICES (SCOPE OF WORK)

The Successful Vendor shall provide support services and necessary managed print services, as applicable, in accordance with each of the requirements listed and described in the following Sections:

3.1. Analysis of Current Printing Technology by Location.

Conduct a detailed analysis of the District’s current printing technology by location, department, and devices found. The information should be mapped to show device locations on floor plans for all major locations.

3.2. Print Shop Requirements.

The Print Shop possesses a commercial production printer equipped with Fiery technology. The new printer should be capable of producing products measuring up to 18 inches by 24 inches.

3.3. No Fleet-Wide Volume Guarantees; All Pricing Firm.

There shall be no fleet-wide minimum annual monochrome or color print volume guarantee under this Vendor. Charges related to the production of monochrome and color prints on the installed copiers, laser printers, and plotters shall be billed in arrears on a monthly basis based upon actual print production multiplied by the applicable Vendor cost-per-impression as set forth in 3.4.

3.4. Fixed Pricing.

Provide fixed pricing for hardware, software, and related services on a 5-year master agreement and ensure all orders of equipment stay within the new contact pricing, service level agreements and terms. Pricing should be based on utilizing existing cooperative agreements, accessing other competitively bid vendors, or your firm's most competitive pricing model below published vendor pricing based on bulk-buys of equipment and services.

Provide pricing for five (5) MFD standard Device Type configurations that include a discounted cash price and optional lease for sixty (60) months fair market value (FMV). The District will not pay property tax on leased equipment. All quoted lease payments must include the Vendor paying any associated property tax.

3.5. Monthly Billing In Arrears.

A single monthly billing statement shall consist of a summary of applicable monthly charges.

The Vendor's monthly billing statement, which shall be issued within ten (10) days of the close of each monthly billing period, will reflect a charge equal to the actual monochrome volume produced multiplied by the applicable Vendor per-impression service and supply cost-per impression; and a charge equal to all color impressions produced for the previous month times the Vendor color impression service charge applicable to each color-enabled. The invoice shall be accompanied by an electronic comma delimited file (.csv) and in Excel format with breakdown of each device: color or monochromatic, which department the device belongs to (make, model, serial number), meter read information, CPP rate, and total cost for each line item.

3.6. Technical Support Troubleshooting.

Vendor to provide, among other items, off-site support to respond to calls from the District personnel during normal working hours, as well as all necessary print/scan drivers and controllers, and all network administration utilities and updates. Although the Vendor is at all times ultimately responsible for troubleshooting all Equipment on the District's network environment under this Vendor, The District's Information Technology (IT) Department will assist and supervise the Vendor in installing any necessary device drivers and utilities on the network. The Vendor resources should be sufficient to accomplish this network installation, and if required, must be provided to the District's IT Department. Technical support includes integration with the District ID system and print management solution. Copiers should support the use of RFID and NFC technology.

3.7. Software Solution.

The chosen software must enable usage reporting per device, billing for print jobs exclusively on designated devices, provide secure printing, facilitate scanning to email/network share, offer email-to-print functionality for students/staff, and allow students to replenish their accounts through online features or a kiosk.

3.8. Substituting Equipment that Becomes Unserviceable.

Should an existing copier, laser printer, plotter become unserviceable during the term of this Vendor, the Vendor may, with the written approval of the District substitute a like copier, laser printer, or plotter at no charge to the District. Such network copier, laser printer, or plotter to be substituted must be of equal or greater capability as the copier, laser printer, or plotter to be replaced and must be offered at the same per-impression service cost (as listed in Schedule B) as the original copier, laser printer, or plotter. The Vendor must communicate its intentions to the District regarding this section prior to installation of any substituted equipment.

3.9. Training.

Vendor shall provide training to all appropriate District staff to ensure a seamless implementation of equipment and systems during the installation process and after the systems have been initiated, tested, and proven fully operational.

3.9.1. Such training shall be of sufficient depth and scope to allow a complete understanding of the proper operations and use of the machine to include how to use the scan, copy, print and fax capabilities.

3.9.2. An overview of the device control panel and printer drivers. Demonstration of replacing toner, staples, paper and removing paper jams.

- 3.10. Remove Old and Install New Equipment.
Installation services shall be coordinated with the District's IT Department and include delivery, setup, and integration of the devices with District's Local Area Network (LAN), including District's hardware and software infrastructure.
- 3.10.1. Installation services shall also include any and all equipment, materials, and supplies necessary to provide the services including all labor, materials, delivery, assembly, and installation, as applicable.
- 3.10.2. The Vendor's installation shall include configuration on each unit and equipment shall be made fully operational by Vendor including all copying, duplexing, sorting, stapling, scanning - to email, to fax, to network, to PC, etc. – and printing functions.
- 3.10.3. The Vendor shall also remove the existing equipment being replaced and ship the device to current Vendor lease return location. Storage of current devices for a brief period of time may be required for the full coordination of the lease return process.
- 3.10.4. When removing or swapping vendor installed units, vendor shall coordinate with the District's IT Department to certify the security wipe of the existing hard drive, as well as ensure it has occurred prior to lease device being returned or disposed at Vendor end. This service shall be included at no additional cost.

4. RFP REQUIREMENTS AND RFP PROCESS

- 4.1. Anticipated RFP Schedule. The District anticipates a series of principal activities to complete the RFP process for selection of the Vendor as noted below. Notwithstanding the following description of principal activities and the anticipated dates for completing the principal activities, the District expressly reserves the right to modify the RFP activities and/or the date for completion of any RFP activity.

RFP Activity	Date
District Issuance of RFP	Monday, September 9, 2024
On Campus Job Walk	Monday, September 23, 2024 9:00 AM
Deadline for Submittal of Proposer Questions	Monday, October 14, 2024 3:00 PM
Last Day for District to Respond to Questions	Friday, October 18, 2024 3:00 PM
Deadline for Receipt of Proposals	Monday, October 28, 2024 3:00 PM
District review of Proposals (begins)	Tuesday, October 29, 2024
Board of Trustees meeting to consider award of Vendor Agreement	Wednesday, November 13, 2024

- 4.2. Proposer Questions.
 - 4.2.1. Submittal of RFP Questions. A Proposer must email questions regarding the RFP on or before the latest date/time for submitting Proposer Questions to Trudi Blanco at tblanco@taftcollege.edu. The District will not respond to Proposer Questions submitted after the latest date/time for submitting Proposer Questions. The District will respond to timely submitted RFP Questions by issuance of an addendum which sets forth each timely submitted question and the District's response thereto.
 - 4.2.2. No Oral Clarifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Proposer shall rely on any oral clarification or modification to the RFP.
- 4.3. Proposer Responsibilities.
 - 4.3.1. Costs. All costs and expenses to prepare and submit a Proposal responding to this RFP and all other activities related to this RFP shall be borne solely and exclusively by the Proposer.
 - 4.3.2. Preparation of Proposal. Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities of the Proposer and the Proposer's personnel to satisfy the requirements of this RFP, and to successfully perform and complete the Vendor Services. Expensive bindings, promotional

materials, etc. are not necessary or desired. Nevertheless, technical materials which support the Proposer's approach and work plan for completing Vendor Services should be incorporated into the Proposer's Proposal.

- 4.3.3. Timely Submittal of Proposals. The latest date/time for submission of Proposals is set forth in Paragraph 4.1. A Proposal which is not actually received by the District's Vice President, Administrative Services at or prior to the latest date/time for submission of Proposals will be rejected by the District for non-responsiveness. Proposers are solely responsible for the timely submission of Proposals.
- 4.3.4. Compliance with RFP Requirements. Proposers and Proposals responding to this RFP must comply with the requirements established in this RFP. Failure of a Proposal to comply with the requirements of this RFP will render the Proposal non-responsive and rejected.
- 4.3.5. Alternative or Multiple Proposals Prohibited. Only one (1) Proposal is to be submitted by each Proposer. Multiple Proposals or alternative Proposals submitted by a Proposer will result in the rejection of all Proposals submitted by the Proposer.
- 4.3.6. Prohibitions on Lobbying and Contacts. During the period beginning on the date of the issuance of this RFP and ending on the date of the award of the Vendor Agreement, no Proposer nor any officer, employee, representative, agent, or vendor representing such a Proposer shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the Vendor Agreement with any employee of the District, member of the District's Board of Trustees, except as authorized by this RFP. Any other contact shall be grounds for the disqualification of the Proposer and rejection of the Proposer's Proposal.
- 4.3.7. Addenda and Acknowledgement of Addenda. Each Proposer is solely responsible for incorporating requirements, amendments and all other matters addressed in all Addenda issued by the District to this RFP in the RFP Response. Proposers must acknowledge receipt and incorporation of all Addenda issued by the District; failure to acknowledge all Addenda will result in rejection of an RFP Response for non-responsiveness.
- 4.4. Proposer Withdrawal of Submitted Proposals. Proposals submitted to the District may be withdrawn by the Proposer only if the Proposer submits a written request to the District's Vice President, Administrative Services and such withdrawal request is actually received by the District's Vice President, Administrative Services before the latest date and time for submittal of Proposals. A Proposal withdrawn by a Proposer pursuant to the foregoing may be resubmitted before the Proposal submission deadline.
- 4.5. Proposer Insurance.
 - 4.5.1. Insurance Policies and Minimum Coverage. The successful Proposer will be required to obtain and maintain the policies of insurance described in the Vendor Agreement. Each Proposal must be submitted with evidence of the Proposer's insurance in Tab 5 of each Proposal.
 - 4.5.2. Commercial General Liability Insurance Requirements. Commercial General Liability Insurance obtained by a Proposer shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). Minimum coverage limits shall be two million dollars (\$2,000,000) per occurrence for bodily injury personal injury and property damage and four million dollars (\$4,000,000) in the aggregate.
 - 4.5.3. Automobile Liability Insurance. Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least two million dollars (\$2,000,000) for bodily injury and property damage each accident.
 - 4.5.4. Workers' Compensation and Employer's Liability Insurance. The Proposer shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Proposer shall maintain as an endorsement to the Workers' Compensation insurance policy or as a separate policy, Employer's Liability insurance in the amount of at least one million dollars (\$1,000,000) per accident for bodily injury and disease.
 - 4.5.5. Professional Liability Insurance (Errors and Omissions). The Proposer shall maintain professional liability

insurance covering the risk of loss resulting from the Proposer's performance of services under the Vendor Agreement with coverage limits of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

4.5.6. Required Insurer Qualifications. All insurance obtained by a Proposer must be: (i) issued by insurance companies acceptable to the District and licensed by the California Department of Insurance; (ii) be currently A. M. Best rated not less than A:XV; and (iii) issued by an insurer qualified to transact business in California as an insurer and who maintains an agent for service of process within the State of California.

4.5.7. Required Insurance Policy Provisions. All insurance policies obtained by a Proposer shall include or incorporate provisions to the effect that: (i) the insurance coverage shall not be cancelled, modified or reduced by the insurer without at least thirty (30) days prior written notice to the District; (ii) the District is an additional insured (except for the Workers Compensation and Professional Liability policies; and (iii) waivers of subrogation.

4.6. District Reservation of Rights. The District reserves rights to each and all of the following:

4.6.1. Modifications to RFP. The District may revise the RFP or any portion hereof. Revisions to the RFP will be by addenda issued by the District. The District will not distribute addenda to Proposers; Proposers are solely responsible for access the District's website to review any addenda to this RFP. Addenda will be posted at: <https://www.taftcollege.edu/financial-reports-and-other-required-disclosures>. The District expressly reserves the right to extend the date by which Proposals are due. If the District modifies this RFP or issues any Addenda to this RFP, each Proposal must acknowledge receipt and incorporation into the Proposal the substance of each Addenda issued by the District. A Proposal which does not acknowledge all addenda issued by the District and confirm that the substance of all addenda have been incorporated into the Proposal will result in rejection of the Proposal for non-responsiveness.

4.6.2. Additional or Supplemental Information. Upon review of a Proposal, the District may request additional or supplemental information which, in the judgment of the District, is necessary to evaluate a Proposal. If a Proposer is requested by the District to provide additional or supplemental information, failure of a Proposer to submit such additional supplemental information as requested by the District and within the time established by the District may result in the Proposal being rejected for non-responsiveness.

4.6.3. Waiver of Minor Irregularities. The District may waive minor deviations, irregularities or informalities in any Proposal submitted in response to this RFP. The District's waiver pursuant to the foregoing shall in no way modify the RFP or excuse a Proposer from compliance with the other provisions of this RFP.

4.6.4. Rejection of Proposal for Non-Responsiveness. The District may reject a Proposal for non-responsiveness if the Proposal: (i) is not responsive to the Proposal requirements set forth in this RFP; (ii) is incomplete or otherwise fails to fully respond to this RFP; (iii) incorporates false or misleading information; or (iv) omits information rendering a response to be false or misleading. In addition, the District may reject a Proposal if the Proposal fails to demonstrate to the reasonable satisfaction of the District that the prior experiences of the Proposer and the proposed Vendor Team has: (i) skills and experience to successfully complete the Vendor Services; (ii) experience with California community college building program(s); and (iii) experience with construction projects subject to DSA jurisdiction.

4.6.5. Rejection of All Proposals. The District may reject all Proposals and decline to award the Vendor Agreement pursuant to this RFP. If the District rejects all Proposals, the District may, in its sole discretion, elect to subsequently re-issue a Request for Proposals for the same or similar services to the Vendor services described in the Vendor Agreement.

4.6.6. Cancellation of RFP. The District may, at any time, cancel this RFP. In such event, the District will provide written cancellation notice to all Proposers attending the Pre-Proposal Job Walk.

4.6.7. Negotiations and Discussions. The District expressly reserves the right to conduct negotiations and discussions with Proposers concerning their responsive RFP Proposals. Such negotiations and discussions, if conducted by the District shall be conducted in a fair and impartial manner. The nature and scope of the District's negotiations/discussions with Proposers may include identical areas of inquiry for all Proposers, or differing areas of inquiry for different Proposers. The District shall have the sole discretion to establish the nature and scope of negotiations/discussions with a Proposer based on the District's review of the Proposer's Proposal and the areas or subject matters reflected in the Proposal that the District

believes warrants additional discussion or negotiation with the Proposer.

4.7. Disposition of Proposals.

- 4.7.1. District Property. Proposals become the property of the District upon submittal to the District; Proposals may be returned to the Proposer only at the District's option and at the Proposer's expense.
- 4.7.2. Public Records. Upon submission to the District, Proposals and other documents responding to the RFP are considered public records, except for information contained in such Proposals or other documents submitted with the Proposal deemed to be "Trade Secrets" (as defined in California Civil Code §3426.1), "Confidential" or "Proprietary". A Proposer who indiscriminately marks all or most of its Proposal or other documents submitted with its Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Proposal non-responsive and rejected. Financial statements and other information relating to the financial condition of a Proposer are deemed confidential information not subject to disclosure. The District is not liable nor responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, or agents. At such time as Proposals and other documents are deemed matters of public record, pursuant to the above, any party shall be afforded access thereto for inspection and/or copying, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Proposal or documents submitted with a Proposal deemed exempt from disclosure hereunder, the Proposer submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District and its Board of Trustees, employees, officers and agents in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

5. RFP Submittal Requirements

- 5.1. Submission of a proposal shall be taken as *prima facie* evidence of the Vendor's understanding and acceptance of the conditions. Failure of the Vendor to be aware of the terms and conditions contained herein will not relieve the awarded; further, any lack of awareness of the terms and conditions will not impose any additional expense to the District.
- 5.2. Vendor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services, and transportation to complete in a professional manner all of the work required in connection with the Project.
- 5.3. Submittal Time for Proposals. The latest date/time for submittal of Proposals responding to this RFP is set forth in Paragraph 4.1. Proposals submitted thereafter will be summarily rejected for non-responsiveness.
- 5.4. Job Walk. Prior to submitting a response, it is recommended for the Vendor to attend the scheduled walk with no more than 2 representatives to be better able to gauge the scope of the job. Dates listed in timeline.
- 5.5. Proposal Submittal.
- 5.5.1. Electronic Submission. Proposals must be submitted to the Taft College Vendor Portal, PlanetBids, <https://vendors.planetbids.com/portal/66036/bo/bo-search> **NO LATER THAN, Monday, October 28, 2024, at 3:00 PM (PST).**
- RFP Description
 - RFP Number
 - Proposer Name
 - Proposal due date and time
- 5.5.2. Copies of Proposal. Proposers shall submit the following: One (1) complete electronic version.
- 5.6. Proposal Contents and Format. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the

Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content. Each Proposal shall be submitted with the following contents, in the order and format described below.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Table of Contents
- Company Information
- Statement of Understanding and Approach
- Company Personnel
- Experience and References
- Evidence of Insurance
- Pricing
- Value Added

5.6.1. Cover Letter. The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP and Exhibit A – Statement of Work have been reviewed and understood. The letter shall include a brief summary of Vendor's qualifications and Vendor's willingness to enter into a Vendor Agreement under the terms and conditions prescribed by this RFP. This section shall also include the key contact(s) for the RFP coordination and their contact information.

5.6.2. Table of Contents. A table of contents identifying the various sections of the Proposal.

5.6.3. Vendor Information. A completed and executed copy of the Proposer Background Information incorporated into this RFP as Attachment A.

5.6.4. Statement of Understanding and Approach. This section shall demonstrate an understanding of the projected District-Wide Managed Print Services. It shall describe the general approach, organization, and staffing required for the Services requested. This section shall include the five sub-section titles and numbers as follows:

- a. Managed Print Services Innovation: Vendor shall demonstrate how industry best practices and value-added approaches will be incorporated into the Vendor's solution with a description how these services have been implemented in other client sites of comparable size and scope.
- b. MFD and Printer Solution Overview: Vendor shall provide a detailed spec sheet or capabilities summary of the Device Type Categories. Optionally provide an overview of replacement option.
- c. Proposed Work Plan. Provide a work plan which demonstrates the Proposer's description of the approach to Change Management, including description of general procedures, processes, and tools that will be utilized to support changes to the environment, including assessment, optimization, device and software training, billing, and reporting. Proposers shall not submit a work plan or schedule which is generic in nature.
- d. Implementation Process: Describe Vendor's standard implementation process, timing, and responsibilities and how that will benefit the projected Change Management Plan.
- e. Asset Tracking Software: Vendor shall provide description of Vendor's software that shall be used for usage status reporting and asset tracking system. Describe the ability for the District to have access to this software and its reporting capabilities. The District desires an on-line portal that shall have a service call module to track problems from inception to completion and to provide activity reports. This tool shall also include an asset management component to manage the locations and IP addresses of the supported devices with log-in access for District staff. Vendor shall include a description of the security protocols to ensure the District's network will not be compromised.

5.7 Company Personnel. This section shall contain names, contact numbers and description of experience, including licenses and/or certifications of all key personnel who would be assigned to perform the Services. Members of the Vendor's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major sub-editors (if any) and their degree of involvement in this program. If the Vendor is including any sub-editors, the Vendor shall identify how long the sub-editor has worked with the Vendor.

5.8 Experience and References. Vendor shall provide at least three (3) references of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references

shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

5.9 Certificates of Insurance. Provide copies of Certificates of Insurance evidencing compliance with insurance requirements set forth in Paragraph 4.5 of this RFP.

5.10 Independent Technology Lease. Vendor shall provide an overview of their optional leasing program to include the following criteria. Please indicate any requirement that is not acceptable or provided for under the vendor standard lease program.

5.10.1 Lease Criteria:

5.10.1.1 60 Month FMV Lease.

5.10.1.2 Property Tax must be paid by Lessor.

5.10.1.3 Lessor agrees not to charge daily rentals, pro-rated rentals, interim rentals, or any other rents.

5.10.2 Documentation

5.10.2.1 Provide copies of documentation that will require signature by the District throughout the lease term including schedules, addenda and/or riders and terms and conditions pages.

5.10.2.2 Provide example copies of invoice billing format and options.

5.10.3 End of Lease Terms

5.10.3.1 Lessor agrees that the District will have the flexibility to purchase, renew, return, or extend the lease on a month-to-month basis for all or any complete systems of equipment listed on a lease schedule.

5.10.3.2 Can substitutions of equal or greater value be made for leased equipment that is damaged or broken?

5.10.3.3 How do you manage end of lease hard drive security?

On-Line Access

5.10.3.4 Does the lease company currently provide a web-based asset management tool that can be accessed by the client?

5.10.3.5 Please describe the type of access, data and reporting available to the District through an on-line lease management portal.

6. District Review and Evaluation of Proposals; Award of Vendor Agreement

6.1. General. Timely submitted Proposals will be subject to a standard review process developed by the District. Primary consideration shall be the effectiveness of the Vendor in the delivery of comparable or related services based upon demonstrated performance. The evaluation will be based on the written Proposals as submitted but may include an oral interview.

The submission of a Proposal shall be conclusive evidence that the Vendor is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Vendor Documents.

By submitting a Proposal, the Vendor hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded, the Vendor will make no claim against the District based upon unawareness of local conditions or misunderstanding of any provision of the Vendor. Should the conditions turn out otherwise than anticipated, the Vendor agrees to assume all risks incident thereto.

6.2. District Intent and Policy. All Proposals will be evaluated to determine if they meet the required format and be in compliance with all of the requirements of the RFP. Failure to meet all of these requirements may result in a rejected response. The District may reject any or all responses and may or may not waive any deviation which is not material or any defect in a response. Waiver of any deviation shall in no way modify the RFP documents or excuse the Vendor from full compliance with the RFP specifications, if the Vendor is awarded.

6.3. Evaluation Criteria. The following is the criteria by which each Proposal will be evaluated. The District and the Selection Committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria. Those proposers found to be among the most qualified will be invited to an interview.

Demonstrated Competence: General company overview: <ul style="list-style-type: none"> • Full capabilities • Competitive advantage(s) over other firms 	20 points
Vendor's qualifications and experience in handling similar types of services (references)	20 points
Methodology and Stated Approach to the Project;	20 Points
Service Response time and Individual Qualifications of Key Staff Members	20 points
Direct Responsiveness to Proposal Questionnaire (Attachment B)	20 points
Total Cost	30 points
TOTAL POSSIBLE POINTS AWARDED	130 points

6.4. Award of Vendor Agreement. Upon completing evaluation of Proposers by the Selection Committee, the Selection Committee will make recommendations to the District's Board of Trustees for award of the Vendor Agreement. The District anticipates that the recommendation for award of the Vendor Agreement will be to the Proposer submitting the highest scored Proposal determined pursuant to Paragraph 6.5 above. The foregoing notwithstanding, the District may recommend award of the Vendor Agreement, and the District's Board of Trustees may award the Vendor Agreement, to a Proposer who did not submit the highest scored Proposal so long as such action is supported by a reasonable basis of the exercise of such discretion. Notwithstanding any recommendations of the Selection Committee, action to award of the Vendor Agreement is vested solely in the Board of Trustees.

[END OF SECTION]

DISTRICT-WIDE MANAGED PRINT SERVICES

RFP No.

Attachment A

Proposer Background Information

1. Contact Information

1.1. Proposer Firm Name. _____

1.2. Proposer's Form of Entity.

- Corporation
- Partnership
- LLC
- LLP
- Sole Proprietorship

1.3. Proposer's Contacts.

1.3.1. Principal Contact. Provide the following for the principal contact person of the Proposer's organization in connection with the RFP.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.3.2. Proposed Project Team Principal Contact. If the Proposer's Principal Contact, as identified in Paragraph 1.3.1 above is not a member of the Proposer's proposed Vendor Team as identified in Paragraph 2 below, provide the following for the principal contact person who is a member of the proposed Vendor Team.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.4. Proposer's Federal Employer Identification Number: _____

1.5. For Proposers That Are Corporations. If the Proposer conducts business as a corporation, complete the following:

- 1.5.1. Date incorporated: _____
- 1.5.2. State of incorporation: _____
- 1.5.3. California Corporation No. (if a California Corp): _____
- 1.5.4. Other State Corporation No. (if not incorporated in California): _____
- 1.5.5. Type of Corporation (Check One):
 - C Corp
 - S Corp
 - LLC

1.6. For Proposers That Are Partnerships. If the Proposer conducts business as a partnership, complete the following:

- 1.6.1. Date of formation: _____
- 1.6.2. Formed under the laws of the State of: _____
- 1.6.3. Type of Partnership (Check One):
 - General Partnership
 - Limited Partnership
 - LLP

1.7. For Proposers That Are Sole Proprietorships. If the Proposer conducts business as a sole proprietorship, complete the following:

1.7.1. Date of commencement of business: _____

1.7.2. Name(s) of owner(s): _____

2. Proposed Contact and Tech Support Team.

2.1. Proposer Contact and Tech Support Team. Subject to acceptance by the District, the Proposer proposes the following employees of the Proposer for the Vendor Team:

Name	Position/Title	Vendor Services Responsibilities	Years Employed by Proposer

6.5. **References.** Provide a minimum of three (3) references for prior engagements of the Proposer within the past five (5) years in successfully completing type of services listed within the RFP for community college, public higher education institutions (preferably in California). This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Firm’s related experience. For each reference identified below, on a separate attachment provide a description of the Managed Print Service provided by the Proposer for each reference.

References			
Reference Name	Contact Name	Contact Telephone No.	Contact Email Address

3. Proposer Capacity.

3.1. Proposer Resources. Describe existing “in-house” resources (i.e., technology capabilities, software applications, etc.) of the Proposer and the use or application of such resources for completion of the Vendor Services.

3.2. Staff Resources. Describe the extent of the Proposer’s existing “in-house” personnel possessing skills or experience and the ability of the Proposer to draw upon such resources to complete the Vendor Services.

3.3. Sub-Vendors. If the Proposer proposes to engage sub-Vendors to complete any portion of the Vendor Services, provide a detailed description of all assignments, engagements, or contracts where the Proposer and the sub-Vendor(s) provided coordinated services to complete the assignment, engagement, or contract.

3.4. Professional Staff. Describe the number of professionals currently employed by the Proposer to provide services similar to the Vendor Services. If the Proposer conducts business from multiple offices, provide separately the number of professionals employed in the office from which the Vendor Services for the District will be completed, and the number of professionals employed by the Proposer on a firm-wide basis.

4. Qualifications Questions.

4.1. Within the past five (5) years, has the Proposer been awarded a contract by any public higher-education community college to provide services similar to those described in this RFP?

Yes No

4.2. Does the Proposal include copies of Certificates of Insurance issued by or on behalf of insurers authorized to issue insurance policies under California law: (i) Workers Compensation Insurance; (ii) Professional Liability Insurance; and (iii) Commercial General Liability Insurance, with coverage amounts conforming to those set forth in the RFP?

Yes No

4.3. Has the Proposer or any predecessor to the Proposer, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any **false claim or material misrepresentation** to any public agency or entity?

Yes No

4.4. At any time during the last five (5) years, has the Proposer or any predecessor to the Proposer, or any of the Proposer's owners, officers or partners ever been **convicted of a crime** involving any federal, state, or local law related to professional services provided?

Yes No

4.5. At any time during the last five (5) years, has the Proposer or any predecessor to the Proposer, or any of the Proposer's owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

4.6. Is the Proposer currently the debtor in a bankruptcy/insolvency case under federal or state law?

Yes No

4.7. Within the last five (5) years, has there ever been a period when the Proposer had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

4.8. Has a contract or assignment relating to a similar project described in the RFP to which the Proposer was a party been terminated for the Proposer's default?

Yes No

5. General Questions. Complete each of the following General Questions. If a response to any General Question requires further details of the response, failure to provide the required further details will result in rejection of the Proposer's Proposal for non-responsiveness.

5.1. Within the past five (5) years, has the Proposer been subject to any judgment, settlement, or arbitration award(s) arising out of or related to consulting services provided by the Proposer?

Yes No

If yes, on a separate attachment, describe each such report including details of: (i) the parties to each judgment, settlement or arbitration; (ii) the amount paid by your firm for each judgment, settlement or arbitration award; and (iii) if your firm was subject one or more judgments, for each judgment identify the Court in which such judgments were entered, along with a case number relating to such judgment.

5.2. Has a claim been asserted against the Proposer's professional liability (errors and omissions) insurance policy in connection with Vendor services within the past five (5) years?

Yes No

If yes, on a separate attachment, describe each such claim including details of: (i) the party making the claim; (ii) a description of the claim and (iii) the final disposition (or current status if the claim is not fully resolved) of the claim, including without limitation, a description of the manner in which the claim was resolved (i.e., by mutual agreement, mediation, judgment, etc.) and the amounts paid to resolve the claim.

6. Certification

I, the undersigned, certify and declare that I have read all the foregoing answers to this Qualification Statement and know their contents. I am duly authorized and have the legal authority to bind the Proposer on whose behalf I am signing. The responses to this Qualifications Statement are: (i) true of my own knowledge and belief; (ii) complete and accurate; and (iii) do not omit any material facts which would render a response to be false or misleading.

Executed this ____ day of _____, 2024 at _____.
(city and state)

I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

(Proposer Firm Name)

(Signature)

(Print Name)

(Title)

DISTRICT-WIDE MANAGED PRINT SERVICES

RFP No.

Attachment B

PROPOSAL QUESTIONNAIRE**1. Proposed Project Team**

Please provide a brief organization overview including a high-level organization chart and a high-level overview of the key members of the proposed team.

2. Project Management

2.1. Describe your typical project management approach including approach to project risk management.

2.2. Are your Project Managers PMI qualified (or similar)?

3. Support Services

3.1. Please provide an overview of the post project support services available. Please indicate where additional costs apply.

3.2 Please describe your standard service level agreement (SLA) including response times and escalation points?

3.3. What channels can we use to log a support ticket? Telephone, web, etc.?

3.4. Do you provide 24/7 telephone support? Is it an optional service or included in the support level proposed?

3.5 Do you provide local tech support? And what is the turnaround time for dispatching a technician for on-site troubleshooting.

3.6. Is there a limit in the number of support tickets that can be logged on a monthly, quarterly, or annual basis?

4. Print Management Software

4.1. What print management software do you recommend?

4.2. What are the core features and functionalities of your print management software? We would like the software support mobile printing for students, does the software you recommend support mobile printing for students?

4.3. How does your software integrate with existing campus systems (e.g., student information systems, campus card systems)? Integration with the existing campus card systems is required.

4.4. Can the software scale to accommodate a growing number of users and printers?

4.5. Does the solution support both cloud-based and on-premises deployment options?

4.6. What are the ongoing maintenance requirements and associated costs for the software?

4.7. Can you provide a detailed pricing structure, including any additional costs for licensing, upgrades, or support?

4.8. Are there any volume discounts or educational institution pricing options available?

4.9. What security measures are in place to protect sensitive data and ensure secure printing?

4.10. Does the software comply with relevant data protection regulations and standards (e.g., FERPA, GDPR)?

4.11. Can you provide references from other educational institutions that use this software? Especially for California community colleges?

5. Training

- 5.1. Please provide an overview of the training services available (including costs).
- 5.2. Do you offer training for administrators and users? If so, please describe the training options available.
- 5.3. Do you provide eLearning facilities? Are these included or at an additional cost?
- 5.4. Do travel expenses apply to on-site training? If so, please provide detail?
- 5.5. Is training documentation available for us to customize and redistribute?

DISTRICT-WIDE MANAGED PRINT SERVICES

**RFP No.
Attachment C
Fee Proposal**

PROPOSER: _____

The Proposer submits this Fee Proposal in connection with the Proposal submitted in response to RFP XXXX-XXX. The Proposer understands and agrees that the Fee Proposal is not binding on the District or enforceable against the District unless the Vendor Agreement is awarded to the Proposer and this Fee Proposal, including modifications hereto mutually accepted by the District and the undersigned Proposer, is incorporated into the Vendor Agreement.

In submitting this Fee Proposal, the undersigned Proposer acknowledges that the proposed fee is inclusive of all costs, expenses, charges, and other expenditures incurred or paid by the Proposer to complete the Vendor services. The fee proposal includes without limitation, personnel costs (inclusive of all benefits and labor burdens), all general administrative costs, all incidental costs and profit.

1. Fee Basis.

1.1. District-Wide Managed Print Services Fee. The Proposer proposes to complete Vendor Services for Educational Master Plan and related obligations under the Vendor Agreement on the basis of:

- Fixed fee, lump sum
- Time incurred
 - With a not to exceed limit
 - Without limit

1.2 Costs and Expenses. The Proposer's fee proposal includes all costs and expenses to complete the Managed Print Services, including without limitation, all general administrative costs, insurance costs, personnel costs, and personnel labor burdens.

- Yes
- No

If no, describe in detail the costs or expenses excluded from the fee proposal.

2. Fee Proposal.

2.1 District-Wide Managed Print Services Fixed Fee, Lump Sum Proposal. If the Proposer indicated in Paragraph 1.1 that the fee proposal for completing MPS is a lump sum fixed priced, the Proposer proposes __ price. (\$_____) as the lump sum fixed price.

3. Rate/Fee Schedule(s). Provide a total fee to complete the scope of work or hourly fee with total anticipated hours required. Estimates should be provided for all-inclusive expenses, time and work effort required, hourly billing rates, and any estimated reimbursable expenses (e.g., travel, printing and copying expenses) that are not covered by fees.

Qualifications or Conditions to Fee Proposal. The foregoing fee proposal is subject to conditions or qualifications.

- Yes
- No

If the fee proposal is subject to conditions or qualifications, all conditions or qualifications must be set forth in an attachment to this Fee Proposal.

4. Addenda. The Proposer acknowledges receipt of Addenda to the RFP issued by the District and incorporation of matters noted in Addenda in the Proposal and this Fee Proposal. The Proposer has received and incorporated the following Addenda into the Proposal and this Fee Proposal:

_____.

5. Authority. The undersigned has reviewed and confirmed the completeness and accuracy of the foregoing. The undersigned is authorized to execute this Fee Proposal on behalf of the Proposer; the undersigned is authorized to bind and commit the Proposer to the foregoing.

Executed this ___ day of _____, 2024 at _____
(City and state)

(Proposer Firm Name)

(Signature)

(Print Name)

(Title)

**AGREEMENT FOR DISTRICT-WIDE MANAGED PRINT SERVICES
Attachment D**

This Agreement for DISTRICT-WIDE MANAGED PRINT SERVICES (“Agreement”) is entered into as of Click here to enter a date. (“Effective Date”) by and between West Kern Community College District (“District”) and _____ (“Vendor”). In consideration of the mutual covenants set forth herein, the District and Vendor agree as follows:

Project Scope of Work. The Project is described as District-Wide Managed Print Services project RFP #WKCCD.

The Vendor shall provide all work, labor, materials, equipment, and services necessary to perform and complete its obligations under this Agreement, including the scope of Work described in the Vendor’s Proposal dated _____ responding to RFP #WKCCD (“RFP Response”) for the following: _____; by this reference, the RFP Response is incorporated herein.

1. TERM

2. PAYMENT

3. END OF TERM OPTIONS

4. INSURANCE; INDEMNITY

4.1.1 Vendor Insurance. At all times during performance of Vendor Services and authorized Additional Vendor Services, the Vendor shall maintain policies of insurance with at least the minimum coverage amounts set forth in this Agreement.

4.1.2 Workers Compensation and Employers Liability Insurance. The Workers’ Compensation Insurance shall cover claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts. The Employer’s Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee’s employment by Vendor. The Employer’s Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance policy.

4.1.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below for which Vendor may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, arising out of injury to or destruction of tangible property, including loss of use resulting therefrom; and (v) contractual liability insurance applicable to obligations under this Agreement. District shall be an additional named insured to Vendor’s commercial general liability insurance policy.

4.1.4 Automobile Liability. The automobile liability insurance shall cover claims for bodily injury, death or property damage arising out the ownership or use of any owned, rented, or leased motor vehicle. Coverage under the automobile liability may be a combined single limit set forth below.

4.1.5 Professional Liability Insurance. If required by this Agreement, the Vendor’s professional liability insurance shall cover liabilities arising out of the performance of Vendor Services under this Agreement.

4.1.6 Minimum Coverage Limits. Coverage limits for the Vendor’s policies of insurance shall be as follows:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Automobile Liability (combined single limit)	Two Million Dollars (\$2,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

Professional Liability	One Million Dollars (\$1,000,000) per claim/Two Million Dollars (\$2,000,000) Aggregate
------------------------	---

4.1.7 Policy Endorsements; Evidence of Insurance. Vendor shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance policies by the State of California and who are A.M. Best rated at least A-/VII. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled, or allowed to expire without at least thirty (30) days advance written notice to the District.

4.1.8 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.

Indemnity.

4.1.9 Vendor Indemnity of District. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Vendor's employees arising out of this Agreement; (ii) injury or death of persons, damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other negligent conduct of Vendor, its Sub-Vendors or the employees, agents and representatives of Vendor or any of its Sub-Vendors in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys' fees and shall survive the termination of this Agreement or Vendor's completion of obligations hereunder until barred by the applicable Statute of Limitations.

4.1.10 District Indemnity of Vendor. The District shall indemnify and hold harmless Vendor from claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions, or other conduct of the District.

5. TERM; TIME

5.1.1 Term. The Term of this Agreement commences as of the Effective Date set forth above. The foregoing notwithstanding, if this Agreement is subject to approval or ratification by the District's Board of Trustees, the Effective Date of this Agreement is deemed the date of Board of Trustees action approving or ratifying this Agreement. Unless earlier terminated pursuant to the terms of this Agreement, the Term of this Agreement expires upon the Vendor's completion of Vendor Services.

5.1.2 Time. All of the Vendor Services shall be completed by the Vendor in a prompt and diligent manner as is consistent with professional skill and care. If a schedule for completion of Vendor Services in connection is set forth in Attachment A to this Agreement, the Vendor's performance and completion of Vendor Services shall be in accordance with such schedule. The Vendor shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Vendor to complete Vendor Services in accordance with an agreed upon schedule, provided that the Vendor's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Vendor.

6. TERMINATION; SUSPENSION

6.1.1 Termination for Default. Either the District or Vendor may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice commences to cure it default(s) and diligently thereafter prosecutes such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Vendor if: (i) Vendor becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Vendor or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Vendor or any of Vendor's property on account of Vendor's insolvency; or (ii) if Vendor disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Vendor, if any, shall be based upon Vendor Services, authorized Additional Vendor Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract

Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Vendor shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Vendor's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Vendor hereunder for Vendor Services, Reimbursable Expenses or authorized Additional Vendor Services.

- 6.1.2 District Right to Suspend.** The District may, in its discretion, suspend all or any part of the Vendor Services hereunder; provided, however, that if the District directs suspension of Vendor Services for sixty (60) consecutive days or more and such suspension is not caused by the Vendor's default or the acts or omissions of Vendor or its Sub-Vendors, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Vendor, if any, as a direct result of the suspension and resumption of Vendor Services hereunder.
- 6.1.3 District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Vendor terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Vendor. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Vendor or such other time as the District and Vendor may mutually agree upon. In such event, the District shall make payment of the Contract Price to Vendor for Vendor Services, authorized Additional Vendor Services or allowable Reimbursable Expenses provided or incurred through the effective date of termination. Except as set forth above, the Vendor shall not be entitled to other compensation if the District exercises the right to terminate hereunder. The Vendor is not entitled to any portion of the Contract Price for Vendor Services terminated by the District pursuant to the foregoing.
- 6.1.4 Vendor Suspension of Vendor Services.** If the District fails to make payment of the undisputed portion of the Contract Price when due Vendor hereunder, Vendor may, upon seven (7) days advance written notice to the District, suspend performance of Vendor Services until payment of the undisputed portion of the Contract Price is received by the Vendor. In such event, Vendor shall have no liability for any delays to completion of Vendor Services due to, or arising out of, such suspension. Except as expressly set forth herein, there is no other right of the Vendor to suspend performance of Vendor Services.
- 6.1.5 Vendor Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Vendor shall take action as directed by the District relating to completed and in progress Vendor Services. The Vendor shall within five (5) days of the effective date of Termination, assemble and deliver to the District all Vendor Work Product.

7. MISCELLEANOUS

- 7.1.1 Governing Law; Interpretation.** This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Vendor. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 7.1.2 Time.** Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.
- 7.1.3 Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Vendor and the District. Neither Vendor nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 7.1.4 Vendor Personnel and Expense Records.** The Vendor shall maintain detailed billing records of personnel time and allowable Reimbursable Expenses to complete Vendor Services. Such records shall be maintained in accordance with generally accepted accounting principles applied in a consistent manner and shall be available to the District for inspection, review and/or reproduction upon request of the District. Vendor shall maintain billing records for at least three (3) years after completion of Vendor Services.
- 7.1.5 Notices.** Notices under this Agreement shall be addressed and delivered as follows:

If to District:

West Kern Community College District
29 Cougar Court
Taft, CA 93268
Attn: Vice President, Administrative Services

If to Vendor:

- 7.1.6 Confidentiality.** All information and data provided by the District to the Vendor in connection with the Vendor Services are deemed confidential materials which shall not be disclosed by Vendor or its employees, Sub-Vendors, if any and their employees to any third party without the prior consent of the District, which may be granted, conditioned or denied in the sole discretion of the District. The Vendor is liable to the District and third parties for losses, costs or other damages arising out of or relating to Vendor’s breach of the confidentiality obligations set forth herein.
- 7.1.7 Personal Services.** The Vendor and District acknowledge and agree that the Vendor Services are in the nature of personal services.
- 7.1.8 Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Vendor.
- 7.1.9 Disputes.**

 - 7.1.9.1 Vendor Continuation of Services.** Except in the event of the District’s failure to make undisputed payment of the Contract Price due Vendor, notwithstanding any disputes between District and Vendor hereunder, Vendor shall continue to provide and perform Vendor Services and authorized Additional Services pending a subsequent resolution of such disputes.
 - 7.1.9.2 Mandatory Mediation.** All claims, disputes and other matters in controversy between the Vendor and the District arising out of or pertaining to this Agreement or the Vendor Services shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association (“AAA”) and the AAA Commercial Mediation Rules of in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Vendor commencing binding dispute proceedings.
 - 7.1.9.3 Binding Arbitration.** Claims, disputes, disagreements or other matters in controversy between the District and the Architect which are not resolved by the mandatory mediation proceeding described above shall be resolved by binding arbitration proceedings conducted in accordance with the AAA Commercial Arbitration Rules in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Vendor only if the Arbitration Award is: (i) supported by applicable law; (ii) supported by substantial evidence pursuant to California Code of Civil Procedure §1296; and (iii) includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. The District and Vendor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence, or is based on an error of law, or is not accompanied by Findings of Fact and Conclusions of Law. The locale for any arbitration commenced hereunder shall be the AAA regional office closest to the Site. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys’ fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators’ fees but excluding attorneys’ fees, to the prevailing party. The confirmation, enforcement, vacation, or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for

such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

7.1.9.4 **Vendor Compliance with Government Code §900 et seq.** All claims, demands, disputes, disagreements, or other matters in controversy asserted by the Vendor against the District in a demand for arbitration filed pursuant to Paragraph 6.9.3 above is deemed a "suit for money or damages" under Government Code §900 et seq. An express condition precedent to the Vendor's commencement of arbitration proceedings under Paragraph 6.9.3, is the Architect's compliance with and exhaustion of remedies and procedures under Government Code §900 et seq, including without limitation, §§945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth herein, all claims, demands, disputes, disagreements or other matters in controversy asserted by the Vendor against the District seeking money or damages in any sum shall first be presented to the District's Board of Trustees and acted upon or deemed rejected by the Board of Trustees in accordance with Government Code §900 et seq.

7.1.10 **Entire Agreement.** The foregoing and the documents enumerated below constitute the entire agreement and understanding between the District and Vendor concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Vendor. Documents forming a part of this Agreement are:

- Attachment 1 – Vendor Services Scope
- Attachment 2 –Personnel Rates

IN WITNESS WHEREOF, the District and Vendor have executed this Agreement as of the Effective Date set forth above.