



Request for Proposals (RFP)

Copier/Multifunction Printer Replacement

Hayward Area Recreation and Park District
(HARD)

1099 E Street
Hayward, CA 94541

DATE: August 17, 2020

Proposals Due: 5 P.M. September 11, 2020

Janelle Cameron
Administrative Services Director
Hayward, CA



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Hayward Area Recreation and Park District



Request for Proposals:

Copier/Multifunction Printer Replacement

1. Introduction

- 1a. The Hayward Area Recreation and Park District, known locally as HARD, is an independent special-use district created to provide park and recreation services for over 280,000 residents. Our boundaries encompass a 100 square-mile area, which includes the City of Hayward and the unincorporated communities of Castro Valley, San Lorenzo, Ashland, Cherryland, and Fairview.
- 1b. The District currently has Ricoh copiers operating at all of its locations. There is a single lease agreement for the copiers that expires October 31, 2020.
- 1c. The District is inviting qualified vendors to submit proposals for District-wide duplications services as defined in this Request. Responders to this RFP are referred to herein as “vendor”, “contractor”, “bidder,” or “responder”.
- 1d. Vendor Responses
 - 1d1. Proposals must be based only on the material contained in the RFP, Pre-Proposal Conference responses, amendments, addenda, and other material published by the District relating to the RFP. The proposer must disregard any previous RFP draft material. Proposals must be submitted in accordance with the requirements set forth in this RFP.
 - 1d2. Vendor responses will be evaluated based on the details provided in each proposal. Preferences will be afforded to the vendor that provides a comprehensive, cost-effective solution, relevant experience, and ongoing service and support.
 - 1d3. **INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS:** The vendor shall, before submitting a proposal, carefully study and compare the components of the documents and the conditions under which the work is to be performed.
 - 1d4. The vendor shall review the RFP documents to determine if there are any particular requirements for this project that may impact the preparation of the proposal, including insurance and any other requirements.



- 1d5. In the event the vendor has any questions regarding the meaning of any part of the documents, or finds any error, omission, inconsistency, or ambiguity in the documents, the vendor shall make a written Request for Clarification prior to submitting its proposal. Requests for Clarification or interpretation of documents shall be addressed only to Tom Jakobsen, the consultant to Hayward Area Recreation and Park District (HARD). It shall be the vendor's responsibility to ensure any such request is submitted to HARD in a timely manner in order to allow HARD issuance of a written addendum.
- 1d6. If necessary, HARD shall make clarifications, interpretations, corrections, and changes to the documents by addendum issued as provided in these instructions. Purported clarifications, interpretations, corrections, and changes to the documents made in any other manner shall not be binding on HARD, and vendors shall not rely upon them.
- 1e. Questions on this procurement should be directed, in writing, via e-mail to:

Tom Jakobsen
tjakobsen@clientfirstcg.com

1f. Reply Format

- 1f1. All proposals must be submitted in writing, and proposers shall complete and return any and all applicable documents including, but not limited to, written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files. The District may deem a proposer non-responsive if the proposer fails to provide all required documentation, copies, or electronic files.
- 1f2. The vendor's proposal and signed acknowledgment of terms and conditions, as well as all attachments, must be returned to the email address below by the due date. Vendors must submit one (1) copy of the proposal in electronic format (PDF or Word) via email Tom Jakobsen at tjakobsen@clientfirstcg.com.
- 1f3. Vendors are required to clearly identify any limitations or exceptions to the requirements defined in this RFP.
- 1f4. Alternative approaches will be given consideration if the approach clearly offers increased benefit to HARD.
- 1f5. HARD is not responsible for non-receipt or missed delivery, and it is the vendor's responsibility to ensure HARD has received their proposal and communications.
- 1f6. **INFORMATION REQUESTED AND NOT FURNISHED:** The information requested and the manner of submission are essential to permit prompt evaluation of all proposals. Accordingly, the District reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.
- 1f7. **RESPONSIVENESS AND SELECTION PROCESS:** The decision for selection will be made on a combination of criteria, including: comprehensiveness of proposal, responsiveness and adherence to format, quality and completeness of proposal, qualifications and experience of the firm or partnership with same or similar equipment/services, vendor's ability to perform in a timely fashion, technical merits of specifications, system



capabilities, reliability, and flexibility, system design and implementation, total cost (including ongoing operating costs), local project team and subcontractor/vendor qualifications, reputation of vendor, and references.

- 1f8. **PROPOSAL CLARIFICATION:** The District reserves the right to request proposers at any phase of the evaluation process to clarify information provided in RFP responses including clarification of assumptions used in the RFP response. All clarifications must be coordinated in writing with, authorized by, and made by the Contract Administrator. Clarifications must be submitted in writing by the requested deadline; otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.
- 1f9. If the District determines that all proposers failed to submit requested information or adequately responded to the same RFP question or request for data, the District may, at its discretion, issue an RFP addendum and provide all proposers with an opportunity to provide a response to the RFP question. Responses to RFP addendum questions must be submitted in writing by the stated deadline; otherwise, the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.
- 1f10. HARD reserves the right to reject any and all proposals or waive any minor errors, discrepancies, or irregularities. The selection will be at the discretion of HARD and may be made in any manner that best meets the needs of HARD. Selection criteria are listed above. Cost is not the only factor to be considered. The lowest cost vendor may not be selected.
- 1f11. **SUBCONTRACTORS:** HARD prefers a proposal with a single or primary vendor. If a vendor partnership submits a proposal, a primary vendor who will be responsible for all hardware, software, integration, and implementation services shall be identified. This primary vendor will be responsible for the satisfactory performance of all subcontractors performing work under this contract.
- 1f12. **CONFIDENTIALITY:** All documents, records, and information provided by the District to the vendor, or accessed or reviewed by the vendor, during performance of the services will remain the property of the District. All documents, records, and information provided by the District to the vendor, or accessed or reviewed by the vendor and any of its employees during performance of services, are confidential (hereinafter collectively referred to as "Confidential Information"). The vendor agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The vendor agrees that all Confidential Information used or reviewed in connection with the vendor's work for the District will be used only for the purpose of carrying out District business and cannot be used for any other purpose. The vendor will be responsible for protecting the confidentiality and maintaining the security of District documents and records in its possession.
- 1f13. Any Confidential Information provided by the District to the vendor, or accessed or reviewed by vendor, during performance of services, will be made available to its employees, agents, and subcontractors only on a need to know basis. Further, the vendor will provide written instructions to all of its employees, agents, and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.



- 1f14. The vendor must not remove Confidential Information or any other documents or information used or reviewed in connection with the vendor's work for the District from District facilities without prior approval from the District. At no cost to the District, the vendor will, at the conclusion of services, or at the request of the District, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the vendor during the course of work under the contract. The vendor will not make nor retain copies of any such information, materials, or documents. The vendor and its employees, agents, and subcontractors may have access to confidential employee personnel information; misuse of such information may adversely affect the subject individual's civil rights and violates the law. The vendor will implement reasonable and prudent measures to keep secure employee personnel information accessed by its employees, agents, and subcontractors during the performance of services. The vendor will advise its employees, agents, and subcontractors of this confidentiality requirement.
- 1f15. The vendor shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services, and shall describe to the District's satisfaction the methods, which will be utilized to protect the District's interests and confidentiality of District records and information in doing so. The District reserves the right to approve any such service provider throughout the term of the contract at its sole and absolute discretion.
- 1f16. Any breach of security that occurs through the vendor's website, offices, or network shall require the vendor to be responsible for notifying the District and all applicants affected by such breach. The vendor shall also be responsible for all costs associated with such notification.
- 1f17. **GOVERNMENT TAXATION FORMS:** Proposers must submit the following three forms found in Part B, Attachment 3 to the awarding authority at the same time the proposal is submitted:
- 1f17a. IRS Request for Taxpayer Identification and Certificate (Form W-9)
 - 1f17b. Evidence of having applied for or obtained a tax registration account number
 - 1f17c. State of California Withholding Exemption Certificate (Form 590) or Non-resident Withholding Certification (Form 587), if the proposer is located outside of California.
 - 1f17d. **PAYMENT TERMS:** HARD payment terms are net 30 days after receipt of all goods and/or services and receipt of an accurate invoice and associated warranties.
 - 1f17e. **FIRM PRICES:** All quotes shall be held firm for a minimum of 120 days after the proposal due date to allow adequate time for HARD to consider each proposal and make an award. Upon receipt of its proposal by HARD, the vendor shall be presumed to be thoroughly familiar with all aspects of the work.
 - 1f17f. **ASSIGNMENT:** This agreement may be assigned without the written consent of the other party.
- 1f18. General RFP Submittal Information



- 1f18a. HARD's designated staff and consultant will evaluate proposals received. HARD reserves the right to retain all proposals submitted.
- 1f18b. **PUBLIC RECORDS AND PROPRIETARY INFORMATION:**
Proposers' attention is drawn to the fact that all proposal documents submitted are subject to California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded, and a recommendation for award has been officially placed on the agenda for Board consideration, and/or following award of contract, if any, by the Board.
- 1f18c. Submission of a proposal indicates the vendor's acceptance of the conditions contained in this Request for Proposals document, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between HARD and the vendor selected.
- 1f18d. The preparation of the RFP will be at the total expense of the proposer. There is no expressed or implied obligation for HARD to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this RFP. All proposals submitted to HARD shall become properties of HARD and will not be returned.
- 1f18e. HARD reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of HARD.
- 1f18f. The vendor may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.
- 1g. Intent to Propose
 - 1g1. If, upon review of this RFP, your firm intends to propose, please signify such by sending an email to Tom Jakobsen at tjakobsen@clientfirstcg.com by 5 PM PDT, Friday, August 28, 2020. All who signify their intent to propose will receive all questions, answers, addendums, and other vendor communications related to this RFP.
- 1h. RFP Questions
 - 1h1. Questions regarding this RFP should be submitted by email to Tom Jakobsen, Partner, ClientFirst Consulting Group, at tjakobsen@clientfirstcg.com by 5:00 PM PDT on Friday, August 28, 2020. All firms sending questions will receive a response to all questions and any other addenda that may be released via email on September 2, 2020.
- 1i. Proposal Due Date
 - 1i1. To Tom Jakobsen, Partner, ClientFirst Consulting Group, by email at tjakobsen@clientfirstcg.com by 5:00 PM PDT on Friday, September 11, 2020.
- 1j. Schedule



Table 1 - Schedule

Schedule	Date
Release RFP	Monday, August 17, 2020
Deadline for Intent to Propose	Friday, August 28, 2020
Deadline for Questions	Friday, August 28, 2020 at 5PM PDT
Response to Questions	Wednesday, September 2, 2020
Proposals Due via Email	Friday, September 11, 2020 at 5PM PDT
HARD Review	September 14 through September 25
Vendor Award	October 5, 2020



2. Procurement Information

- 2a. This document defines the specifications and procurement of duplication services for all facilities within the District, including administrative offices, transportation, and print shop.
- 2b. General Requirements
 - 2b1. The contractor shall furnish and install all necessary labor, material and/or equipment required to complete the work as described within the RFP documents and as specified herein for the owner. All pricing must be inclusive of machine delivery charges to District locations. Subject to the provisions on Vendor Responsibilities and Requirements, normal installation is to include initial operating supplies (except paper). Delivery and installation of all copiers is to be made as soon as possible, or as agreed by both parties, after receipt of executed contract. Should the equipment not perform in accordance with the requirements of this RFP or per its own specifications, to the satisfaction of the District, the equipment must be replaced at the vendor's expense. The equipment will be accepted when all components are configured, installed, and tested as ordered, machines are working to the District's satisfaction, and initial training is complete. At this point the District will sign an acceptance certificate. In the event that copiers are not delivered, installed and fully after ten business days, a charge of \$50.00 per day per copier will be imposed for each day late. An operator's manual is to be delivered with each machine. If the equipment requires relocation during the contract period, the contractor will be required to do so once per machine, at no charge. Additional moves will be at negotiated rates.
 - 2b2. The District, at its discretion, may request of the winning vendor a complete hardware refresh and corresponding training to be completed during year three of the contract. The successful completion of this request triggers a one-year contract extension, making the maximum contract duration six years.
- 2c. Definitions
 - 2c1. Throughout this document the terms "Specifications", "Request for Proposal (RFP)" are used interchangeably and are intended to be inclusive of the written and illustrated portions of this Request for Proposal, unless noted otherwise.
 - 2c2. Throughout this document the terms "owner" and "District" are used interchangeably and indicate the owner of the copier/multifunction printers, Hayward Area Parks and Recreation District.
 - 2c3. The term "vendor", "proposer", "responder" and "contractor" are used interchangeably and indicate the contractor responsible for procurement, inventory, and delivery of the copier replacements.
 - 2c4. The terms "Proposal" and "Quotation" are used interchangeably and are intended to mean the pricing quotation submitted in response to this Request for Proposal.
- 2d. Options
 - 2d1. The copier/multifunction printer equipment install locations shall be coordinated with the Owner's Project Manager (PM) prior to installation.



- 2d2. Finalists will be asked to perform a demo on product functionality, features, and feasibility in regard to District needs. On-site equipment will be included in the demo. Vendors shall be prepared to deliver and setup functioning on-site equipment for a period of two weeks. The District and finalists will work together to coordinate a location to host the demo equipment.
- 2d3. The contractor shall carefully investigate the site and conditions, verify dimensions by actual measurement if necessary, and coordinate the work accordingly. The contractor shall be responsible for the accuracy of all such measurements and the precise fitting and assembly of the finished installation.
- 2d4. The RFP response of the equipment installation is explained in the "Proposal Form" section of the RFP Documents. The pricing response is to include the furnishing and installation of all duplication services materials as listed in the Products Section and all associated materials not listed, yet required, for a complete installation.
- 2d5. No substitutions, deletions, changes, or additions of services shall be permitted without written approval from the owner's PM.
- 2d6. The contractor shall be responsible for the protection of its work until such time that the owner issues written acceptance of Duplication Services.
- 2e. Qualifications of Responder
 - 2e1. This RFP is open to all direct suppliers and manufacturers of fully functional Duplication Services solution. Vendors must be certified by the manufacturer in all hardware and software required by this RFP.
 - 2e2. The contractor shall be licensed to do business in the State of California.
 - 2e3. The contractor shall have worked satisfactorily for a minimum of five (5) years on systems of this type and size.
 - 2e4. If the use of subcontractors is approved, they shall assume all rights and obligations toward the contractor and that the contractor assumes toward the owner and engineer.
- 2f. Coordination
 - 2f1. The contractor is to coordinate its activities with the owner's PM on the project and attend project management meetings as directed.
 - 2f2. Prior to the project kick-off meeting, the successful contractor is to prepare and furnish to the owner's PM a detailed installation schedule of events for the project work.
 - 2f2a. The schedule is to indicate daily work of the project.
 - 2f2b. This schedule will be utilized to track the progress and status of the installation and to coordinate work efforts with individual school administration.
 - 2f2c. Once agreed to and submitted, any deviation to this schedule must be approved by the owner's PM. The schedule must comply fully with the completion dates included in the Contract Documents, unless modified by issuance of an addendum.
 - 2f3. The preparation and agreement to an installation schedule is to be coordinated between the contractor and the owner's PM.



3. Purpose and Scope

- 3a. The purpose of the RFP is to solicit proposals from qualified vendors to replace the existing Ricoh MFC Copiers for the District. General information about the District can be found on the District's website at <https://www.haywardrec.org/>.
- 3b. The District is currently accepting bids from authorized vendors for the replacement 9 Ricoh MFC copiers. The equipment specifications should exceed the Ricoh equipment currently utilized by the District.
- 3c. The intent is to formulate a new contract that will combine all services into one large MSA (Master Services Agreement). The District is seeking to evaluate proposals that include the following procurement options:
 - 3c1. Purchase
 - 3c2. Five-year lease (\$1.00 buyout)
 - 3c3. Five-year rental
- 3d. This MSA will include the hardware needed, software, feature sets, training, support, consumables, and maintenance required.
 - 3d1. The MSA will take begin when equipment is installed and continue through 10/31/2026 unless the option for one additional year is executed.
- 3e. The distribution of equipment must satisfy the site requirements that relate to desired volume, feature set, capabilities, and space requirements.
- 3f. Vendors are encouraged to respond with solutions as specified in this RFP and also provide additional options as available.

4. Current Environment

- 4a. Existing Features
 - 4a1. The District has copier/multi-functional print/copy (MFP) equipment that will allow for black/white and color production.
 - 4a2. Existing capabilities include:
 - 4a2a. Scanning
 - 4a2b. Stapling
 - 4a2c. Double sided printing
 - 4a2d. Printing
 - 4a2e. Duplex
 - 4a2f. Collate
 - 4a2g. Email/Faxing
 - 4a2h. Photocopy
 - 4a2i. Hole punching
 - 4a2j. Some units have booklet stapling
 - 4a2k. All existing copiers are black and white except for (1) C4503
 - 4a3. All copiers contained in the proposed solution must have black and white and color printing capabilities.



- 4a4. The District is interested in advanced reporting options that will allow reviewing end user data, service management, monitoring, and granular statistics per location.
- 4a5. The District is seeking a vendor that can provide expanded feature set options in addition to that specified within this RFP.
- 4b. Volume
 - 4b1. The District's volume for all locations in 2018 was approximately 45,000 color copies and 475,000 black and white copies. In 2019, volume was 70,000 color copies and 450,000 black and white copies.
- 4c. Performance and Uptime
 - 4c1. The District currently has a 98.0% performance uptime rating, based on business hours of 8:30 AM to 5:00 PM Monday through Friday.
 - 4c2. Uptime for each individual copier must be tracked on a weekly basis, if a copier falls below the 98% threshold for two consecutive weeks, a written remediation plan must be submitted to the District. If the poorly performing copier continues to fail to meet the 98% threshold, the copier will be replaced at no cost at the discretion of the District.
- 4d. Response Time
 - 4d1. The current response time for issues related to failures is two hours.
 - 4d2. The District is seeking a one-hour return phone call once a service call has been placed. The manufacturer certified technicians will be required to be on-site no longer than three hours, after failure report is made.



4e. Site Locations

Table 2 – Existing Equipment List by Site Location

Site	Location	Existing Model
District Office	Admin Services Department	Ricoh C4503
District Office	General Manager Office	Ricoh MP 5003
District Office	Recreation Department	Ricoh MP 9002 with Booklet Finisher
District Office	Park Office	Ricoh MP 5003
Hayward Plunge		Ricoh MP 4002
Sorensdale CC		Ricoh MP 4002
Douglas Morrisson Theatre		Ricoh MP 4002
Hayward Senior Center		Ricoh MP4002
Kenneth C. Aitken Senior and Community Center		Ricoh MP 4002

4f. Vendor Solution Responses

- 4f1. The District is seeking responses from the following duplication service vendors: Canon, HPE, Konica Minolta, Lexmark, Ricoh, Xerox, and others of equal or superior quality.

5. Technical Requirements

- 5a. Please provide a narrative description of your product’s ability to comply with each item in this section as appropriate. Each description should refer to the section and item number being addressed.
- 5b. Base Requirements
 - 5b1. Requirements in this section may be answered by an acknowledgement of the question (such as “Read – Comply”), a description of the method of compliance or a statement explaining non-compliance. Statements of non-compliance should include a description of any alternatives available to reach the same result.
- 5c. Capabilities and Requirements
 - 5c1. Input Tray
 - 5c1a. Paper Size: 8.5x11, 8.4x14, 11x17, 13x19.2, Card Stock, Transparencies
 - 5c2. Optical Character Recognition
 - 5c3. Output Tray
 - 5c3a. Paper Sizes: 8.5x11, 8.4x14, 11x17, 13x19.2, Other Sizes
 - 5c4. Finisher Options
 - 5c4a. Staple
 - 5c4b. Three – hole punch



- 5c4c. Collate
- 5c5. Expandability
- 5c6. Memory: 80 GB or more for storage
- 5c7. Usage Metering
- 5d. Specialty – Please include Finishing as an Optional Price
 - 5d1. Booklet A to Z
 - 5d2. Binding – automated/manual
 - 5d3. Bi-fold and tri-fold capability
 - 5d4. Envelop stuffing
- 5e. Network
 - 5e1. Scan-to-Email
 - 5e2. User Authentication (Please describe available methods.)
 - 5e3. Ethernet TCP/IP Connectivity – 100MB/1GB
 - 5e4. IPv6
 - 5e5. POTs or Centrex line connectivity
 - 5e6. SNMP Monitoring
 - 5e7. FTP
 - 5e8. Scan to Network File Share
 - 5e9. Web Reporting – view job status of delivery
- 5f. User Management (controls and administration)
 - 5f1. Reporting
 - 5f2. Pin Code Access
 - 5f3. Queuing
 - 5f4. Data Archiving
 - 5f5. Print Server
 - 5f6. Swipe Card Access
- 5g. Security
 - 5g1. Active Directory Integration
 - 5g2. Security Access Codes
 - 5g3. Physical Locking
 - 5g4. Keypad
 - 5g5. Walk-up Pin Code
 - 5g6. Encryption then overwriting information after every job
- 5h. Job & End-User Management
 - 5h1. Website to view job status for retrieval
 - 5h2. Automated notifications through email



- 5h3. Acceptance of print job
- 5h4. Schedule of print job
- 5h5. Print job schedule changes
- 5h6. Print job completion
- 5h7. Equipment failure notification and reporting
- 5i. Maintenance
 - 5i1. Parts Replacement and Ordering
 - 5i2. Supply Order Monitoring
 - 5i3. Service Accounts
 - 5i4. Meter Readings
 - 5i5. Supplies
 - 5i6. Downtime
 - 5i7. Failure Rate – exchanges, returns, unit replacements
- 5j. Support
 - 5j1. Help Desk System
 - 5j2. Prioritization and Escalation Sequence
 - 5j3. Service Calls
 - 5j4. Email and Knowledge Base
 - 5j4a. SharePoint compatibility preferred for knowledge base
 - 5j4b. Please describe knowledge base methodology
- 5k. Management
 - 5k1. Monitoring and Reporting
 - 5k2. Usage Monitoring and Reporting
 - 5k3. List and describe what components are required for management including, but not limited to management software and servers, which will be centrally located in the District’s administrative center and what components will be required at each remote school/building site.
- 5l. Key Questions
- 5m. Please respond to the inquiries below in detail. Reference to data sheets or fact sheets provided separately is discouraged.
 - 5m1. Please describe how printing can be configured to allow Guests or other non-Active Directory users to print to:
 - 5m1a. A specific multi-function copier
 - 5m1b. The print server and then initiate printing from the multi-function copier.
 - 5m2. Can Active Directory users print to a print server and then initiate printing from any of the multi-function copiers proposed, located at any site?
 - 5m3. Please describe in detail any management features that would allow:



- 5m3a. Inventory – add/moves/changes
- 5m3b. Failure or distress alerts and alarms
- 5m3c. On/off capability – remote functionality
- 5m3d. Other capabilities – representation of additional feature sets, such as
- 5m3e. Uptime/downtime
- 5m3f. Data collection of equipment service availability
- 5m3g. Reporting and performance monitoring



6. District Technical Requirements

- 6a. The District seeks to implement full turnkey solution for all locations under one scope.
- 6b. The District will require that the vendor review site locations for placement of equipment and also evaluate current placement and make recommendations as needed.
 - 6b1a. The District is seeking to upgrade or replace all existing legacy equipment. Proposed solution should meet or exceed current print and copy speeds
 - 6b2. Currently Administration Services and Recreation copiers print 90 ppm.
 - 6b2a. Recreation current MFC is configured with large capacity tray (LCT).
 - 6b3. All other sites require a print and copy speed 60 ppm or greater.
- 6c. The District requires that the vendor include a management system and monitoring capabilities to report on the following: volume, usage, job counts, etc.

7. Customer Service and Warranty

- 7a. Bidders must submit detailed information outlining both machine performance guarantees and technical service response guarantees. The information must include procedures for dispute resolution and replacement of an unreliable copy machine, associated equipment (accessories or options), and supplied software. If a machine has continual service calls and down time, the District will bring the dissatisfaction to the attention of the contractor and ask that it be resolved. If the problem is not resolved, the District will issue in writing a letter of dissatisfaction stating the problem and asking for a replacement machine, which will be a like for like replacement at no additional cost to the District.
- 7b. If a copier is not operating satisfactorily, the machine shall be considered “down” from the time a service call is placed until the machine is functioning properly. A machine shall be down for no more than two percent (2%) of available work time during any thirty (30) day period. All features of the delivered equipment shall be required to operate satisfactorily and produce acceptable copy quality for at least ninety eight percent (98%) of available work time. If a copier fails to operate acceptably for 98% of the available work time during any thirty (30) day period, the District reserves the right to reject the copier and require a permanent replacement within three (3) days of notification to the contractor. Keeping in mind the foregoing, please describe the Customer Support Structure, including specific process and procedures. Please include or describe the following, including both product details and cost method (per hour, per day, included with contract, etc.). Also, indicate the roles of the manufacturer and reseller in each item.
 - 7b1. **Post-Implementation Support:** Provide a minimum of 16 hours of on-site support and 16 of remote support following installation and testing. Post-implementation support to be scheduled by the owner PM.
 - 7b2. **Customer Assistance:** Support availability, hours, phone, or web-based, SLA response time, etc.
 - 7b3. **Escalation Process:** Procedure or process for escalating support issues.
 - 7b4. **On-Site Support:** Options available, SLA for appearance or resolution, location of nearest support technicians, turnaround on replacement parts.



- 7b5. **System Failures:** Please describe the process for dealing with failures related to faulty units and system maintenance. What would be expected of District personnel as far as specialized skill required or training for component replacement, etc.?
- 7b6. Desired uptime of 98.5% for equipment and services offered.
- 7b7. **Replacement**
 - 7b7a. Please include information on failure rate of equipment and rate of which unit is flagged for replacement/removal.
 - 7b7b. Include parameters outlining upgrade path for equipment and escalation sequence.
 - 7b7c. All data on hard drives must be rendered useless and unreadable when equipment is replaced or removed.
- 7b8. **Warranty:** Please describe the warranty period, and also include any annual or recurring fees for maintenance support including firmware, software revisions, new versions of OS, etc.
- 7b9. **Training:** Please describe the model for training of the District staff. Include any restrictions on number of personnel that may receive training. A minimum of nine 30-minute training sessions is required during installation. What additional training is recommended for District staff, either during or following the initial implementation?
- 7b10. **Maintenance and Support:** Please specify options and requirements for hardware maintenance, software upgrades, and technical support in three- and five-year increments, including any guaranteed pricing models.

8. Additional Capabilities / Feature Descriptions

- 8a. Please describe any features or capabilities not delineated above that would be useful for understanding and evaluation. Note any components that have extra costs associated with them. Examples of such features would include add-on monitoring or security software, unique features sets, advanced capabilities, etc. All such descriptions should be based on products that are shipping as of the bid due date.

9. Vendor Responsibilities and Requirements

- 9a. The vendor will be responsible for the installation and configuration of Duplication Services equipment agreed upon with the District.
- 9b. The vendor shall be responsible for on-site configuration and training of the District IT staff for the daily operation aspects, monitoring, management, and maintenance aspects of the system.
- 9c. The vendor shall name a project coordinator who shall work with the District's Project Manager to provide and approve a project schedule. The schedule shall take into account all aspects of the project, including site reviews, design, installation, location and configuration, and proof of performance testing. When installing the system in a facility with other construction occurring simultaneously, the vendor shall coordinate with the Construction Project Manager for the District.



- 9d. The vendor shall be responsible for preparing a proposal for each building, based on site information provided by the District. This proposal shall include the following:
 - 9d1. Review any interference or other issues within the building that would affect equipment performance and viability.
 - 9d2. Review any issues or conditions that may affect the installation or installation schedule.
- 9e. Equipment Installation
 - 9e1. The vendor shall be responsible for installation of all printing production equipment.
 - 9e2. The vendor shall:
 - 9e2a. Install in offices, copy room or other common areas specified to be approved by the owner's project manager.
 - 9e2b. Verify connectivity from network switch to duplication equipment in conjunction with District's IT staff.
 - 9e2c. The vendor shall submit a spreadsheet in Microsoft Excel-compatible format for all major hardware. The spreadsheet shall contain the following information:
 - 9e2c1. Manufacturer
 - 9e2c2. Model No.
 - 9e2c3. Serial No.
 - 9e2c4. MAC Address
 - 9e2c5. Room Location
 - 9e2c6. Installation Photo
 - 9e2c7. Comment
 - 1.1.1.1. Note: Vendor to supply District with building map locations of all newly installed equipment.
- 9f. Supplied Products
 - 9f1. All supplied products for this installation shall be new from vendor or distributor stock. Special order products are to be new and shall be scheduled for delivery and installation to meet the final completion dates stated in this RFP.
 - 9f2. All software and firmware is to be normal, production versions, shipping at time of bid submission. No beta software, custom programming, or promised future enhancements will be accepted.
 - 9f3. Used or damaged products will not be accepted. Removal and replacement of such products will be the contractor's responsibility and will be done at no additional cost to the District.
 - 9f4. Equipment and materials of the type, for which there are independent standard testing requirements, listings, and labels, shall be listed and labeled by the independent testing laboratory.



- 9f5. Where equipment and materials have industry certification, labels, or standards (i.e., NEMA - National Electrical Manufacturers Association), this equipment shall be labeled as certified or complying with standards.
- 9f6. Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout.
- 9g. Materials and Workmanship
 - 9g1. The vendor shall perform all work required for the completion of the installation in a skillful and craftsman-like manner.
 - 9g2. All installations are to be made secure, plumb, true, and square. Align all installations with adjacent existing conditions, unless shown otherwise on the drawings, bid documentation, and/or specifications.
 - 9g3. Materials used for the completion of the installation shall be new, the best of their respective kind, and manufactured for the purpose that they are being used.
 - 9g4. There shall be no substitution of the materials listed for installation and/or the expected method of installation without the prior written approval of the District's project manager. Any changes in materials and/or installation from that shown on the drawings, bid documentation, and general specifications without written approval shall be the responsibility of the vendor to correct, to the satisfaction and approval of the Project Manager, at no cost to the District.
 - 9g5. The installation of all materials and devices shall be in accordance with the latest manufacturer's published procedures, specifications, and recommended procedures.
 - 9g6. All materials shall be delivered in their original, unopened packaging and stored in an enclosed, secured area providing adequate protection from damage and/or loss. Damaged or deteriorated materials shall be removed from the building property immediately and replaced at no cost to the District.
- 9h. Vendor Completion Criteria
 - 9h1. Vendor's work at each location shall be considered complete after the following has been accomplished:
 - 9h1a. All items listed in the vendor's approved proposal have been completed.
 - 9h1b. All labels are in place.
 - 9h1c. All construction debris and materials have been removed.
 - 9h1d. The District's Project Manager has inspected all installations and reviewed proof of performance tests and accepted the installation.
 - 9h1e. Job queuing functions, alerts and notifications are tested and functioning as designed
 - 9h1f. Monthly reporting of availability and uptime have been reviewed and approved.



- 9h2. The vendor has provided the District with a formal knowledge exchange, consisting at a minimum of:
 - 9h2a. Complete documentation of all device configurations (may be in electronic form).
 - 9h2b. Spreadsheet documentation of the location of all equipment and access points.
 - 9h2c. A formal presentation providing detailed review items, including installation, configuration, management system, and address any final questions or concerns by The District's or building staff.
 - 9h2d. All training classes have been completed
- 9h3. Milestones that are to be scheduled, as a minimum, are:
 - 9h3a. Install duplication services equipment in each location specified.
 - 9h3b. Turn up and final testing
 - 9h3c. Training
 - 9h3d. Post-implementation documentation
 - 9h3e. Post-implementation support
 - 9h3f. Additional coordination with the owner's PM is to be performed to ensure that work scheduled around the other trade activities does not delay the project.
- 9h4. **Responder / Owner Responsibility:** It will be assumed that any task required for a complete and operational duplication services system not specifically stated to be an owner's responsibility will be that of the responder.
- 9h5. **Changes and Discrepancies:** Any minor change in the location of equipment or services, etc., from that initially indicated, if directed by the owner's PM, prior to the installation of the location, shall be made without charge. A "Minor Change" is defined as "Not adding any degree of difficulty to the original installation requirement".
- 9h6. **Close-out and Final Acceptance**
 - 9h6a. The completed installation shall consist of a duplication services system constructed in strict accordance with the RFP documents and specifications. Any labor, materials and/or equipment which is not indicated in the RFP documentation or specifications herein, but is necessary and/or incidental to completing the entire installation, as shown and intended, must be furnished and installed at no additional cost to the owner.
 - 9h6b. At time of completion of the installation, the contractor shall request, in writing, to the owner's PM for a walk through of the installation for the purpose of preparing a final punch list towards acceptance of the installation. Once the items on the final punch list have been corrected by the contractor, they are to submit another request to review the punch list items and acceptance of the installation.
 - 9h6c. Prior to final acceptance and payment, the contractor shall provide the owner with a warranty certificate and registration for this installation.



- 9h6d. The entirety of the project may span several weeks. Owner will only pay for product, installation, and work completed in the current phase.
- 9h7. **Cleaning:** The contractor shall, daily, at the completion of the work, remove and dispose of all rubbish, surplus materials, equipment, etc., and shall leave the site absolutely clean and in good order to the satisfaction of the owner.
- 9h8. **Safety:** The contractor is responsible for the safe passage of pedestrian traffic for the duration of the job. Any precautionary measures, necessary warning signs, etc., required to assist the contractor in the performance of the work shall be at the contractor's expense and provided for his/her quoted price.
- 9h9. **COVID-19:** Contractor is responsible for Personal Protective Equipment, sanitizing wipes, and all other CDC or OSHA recommended COVID-19 safety measures for contractor staff. Contractor will observe all CDC or OSHA recommended safety protocols while at HARD facilities.
- 9h10. Material / Equipment Staging**
 - 9h10a. The responder will be responsible for coordinating the delivery, acceptance, unloading and storage of their materials to the premises with the owner's PM. The responder must comply with all building regulations regarding hours, method, and location of material delivery.
 - 9h10b. The owner will provide, within reason and at its discretion, adequate space for the responder to store a limited quantity of material and tools, but does not agree to provide space for the entire inventory of material and tools for the project.
 - 9h10c. Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment. Coordinate with the owner for secure storage of equipment and materials. Do not store equipment where conditions fall outside manufacturer's recommendations for environmental conditions. Do not install damaged equipment; remove from site and replace damaged equipment with new equipment.
- 9h11. Use of Site
 - 9h11a. Use of the site shall be at the owner's direction in matters in which the owner deems it necessary to place restriction.
 - 9h11b. Access to building wherein the work is performed shall be as directed by the owner.
 - 9h11c. Schedule necessary shutdowns of plant services with the owner, and obtain written permission from the owner.
 - 9h11d. Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the owner.
- 9h12. Continuity of Services
 - 9h12a. Take no action that will interfere with or interrupt, existing building services unless previous arrangements have been made with the owner's representative. Arrange the work to minimize shutdown time.



9h12b. Should services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.

10. Reference and Experience

10a. The District seeks responders who have been shipping and currently have an installed base of customers with duplication services systems addressing similar requirements and of similar size as stated herein.

10a1. The District prefers that the winning vendor has two engineers certified in the proposed products. Please include resumes in your response.

10b. Provide at least three (3) references of similar installed systems. The references must be for similar size government agency customers with similar environments and end users.

10c. The District would like to see references of at least one (1) implementation that was not either unsuccessful or presented difficulties as a comparative reference of possible difficulties in this RFP implementation.

10d. The District may wish to conduct site visits with one or more of the references provided below. Be advised, references are a major element of the customer’s selection criteria.

Table 3 - Reference 1

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	



Table 4 - Reference 2

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	

Table 5 - Reference 3

Reference (use same format for all references)	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact Email	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed	



11. Proposal Response Pricing

11a. For providing the Scope of Work as stated in the Technical Specifications, and for providing all work as described in the Specifications for the installation of the complete Duplication Services System and all associated subsystems as described in the Specifications. Complete the table below.

11a1. Attach a detailed Bill of Material for all equipment proposed, including make, model, SKU, list price, and proposed price.

11b. Please note: Hayward Senior Center is being remodeled and will not receive a copier at this time. The newly opening Cherryland Community Center will receive a copier.

11b1. A copier will be placed at the Hayward Senior Center when the remodel is complete. We expect the Hayward Senior Center system to be priced no higher than proposed herein for an identical make/model.

11b2. The exact timing of occupancy of the Hayward Senior Center remodel is unknown.

11c. Vendor is expected to fix all prices at the proposed amounts for the duration of the contract.

11c1. The District reserves the right to increase or decrease the quantity of equipment to be purchased under this RFP. Any additional equipment purchased shall be priced at the proposed in the detailed bill of material provided by the vendor as a part of their proposal.

Table 6 - Pricing by Location

Site	Material	Labor	Total
District Office (DO) Admin Serv			
DO GM Office			
DO Rec Department			
DO Park Office			
Subtotals			
Hayward Plunge			
Subtotals			
Sorensdale CC			
Subtotals			
Douglas Morrisson Theatre			
Subtotals			
Cherryland Community Center			
Subtotals			
Kenneth C. Aitken Senior and Community Center			
Subtotals			



Site	Material	Labor	Total
Shipping – To HARD			
Shipping – Return from HARD			
Shipping subtotal			
Total – All Locations			

11d. Printing Allowances

11d1. HARD requests a District-wide allowance for Black and White copies/prints.

11d1a. Black and White copies/prints: _____

11d2. HARD requests a District-wide allowance for color copies/prints.

11d2a. Color copies/prints: _____

11e. Unit Pricing

11e1. UNIT PRICE "U1" MFP: For the sum noted below, the proposer will furnish and install complete an MFP of the same specifications as proposed herein.

11e1a. "U1": \$ _____

11e2. UNIT PRICE "U2" SPECIALITY: For the sum noted below, the propose will furnish and install complete a "Finisher" with the specifications outlined in Section 5d. Specialty.

11e2a. "U2": \$ _____

11f. Additional Items

11f1. Following are item(s) that the proposer:

11f1a. Considers missing from the design documents and should be furnished and installed for a complete installation; and/or,

11f1b. Would like to propose as an alternate to the design. The associated cost or credit is shown. An explanation of the addition and/or alternate is required for consideration of either.

11f2. Missing items. Attach an explanation for evaluation.

11f2a. "ADD" \$ _____

11f2b. "CREDIT" \$ _____

11f3. Contractor Suggested Alternate to the Design. Attach an explanation for evaluation.

11f3a. "ADD" \$ _____

11f3b. "CREDIT" \$ _____

11g. Warranty Acknowledgement

11g1. Contractor Warranty

11g1a. Parts - _____ years

11g1b. Labor - _____ years

11g2. Duplication Services Manufacturer Warranty



- 11g2a. Enclose sample copy of warranty certificate
- 11g2b. Enclose copy of Duplication Services Manufacturer Value Added Reseller Authorization or Certified Installer Certification
- 11h. **Delivery Points** - Deliveries shall be made to the following addresses only when "specific" locations are indicated in the bid Specifications. All deliveries shall be coordinated with the owner's Project Manager.



- 11i. Vendor is responsible to add in verbiage to have equipment delivered to specific sites.

Table 7 – Delivery Site Information

Site Name	Address
District Office	1099 E Street, Hayward, CA 94541
Hayward Plunge	24176 Mission Blvd, Hayward, CA 94541
Sorensdale CC	275 Goodwin Street, Hayward, CA 94544
Douglas Morrisson Theatre	22311 North Third Street, Hayward, CA 94546
Hayward Senior Center	22325 North Third Street, Hayward, CA 94546
Kenneth C. Aitken Senior and Community Center	17800 Redwood Road, Castro Valley, CA 94546

- 11j. Insurance: Vendor shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, vendor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.
 - 11j1. Commercial General Liability
 - 11j1a. The vendor shall take out and maintain, during the performance of all work under the Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
 - 11j1b. Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - 11j1b1. Insurance Services Office General Liability coverage (Occurrence Form CG 00 01) or exact equivalent
 - 11j1c. Commercial General Liability Insurance must include coverage for the following:
 - 11j1c1. Bodily Injury and Property Damage
 - 11j1c2. Personal Injury/Advertising Injury
 - 11j1c3. Premises/Operations Liability
 - 11j1c4. Products/Completed Operations Liability
 - 11j1c5. Aggregate Limits that Apply per Project
 - 11j1c6. Explosion, Collapse, and Underground (UCX) exclusion deleted
 - 11j1c7. Contractual Liability with respect to this Agreement
 - 11j1c8. Property Damage
 - 11j1c9. Independent Vendors Coverage



- 11j1d. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- 11j1e. The policy shall give District, its officials, officers, employees, agents, and District-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- 11j1f. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.
- 11j2. Automobile Liability
 - 11j2a. At all times during the performance of the work under the Agreement, the vendor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, in a form and with insurance companies acceptable to the District.
 - 11j2b. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
 - 11j2c. The policy shall give District, its officials, officers, employees, agents, and District-designated volunteers additional insured status.
 - 11j2d. Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured, retention.
- 11j3. Workers' Compensation/Employer's Liability
 - 11j3a. Vendor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under the Agreement.
 - 11j3b. To the extent vendor has employees at any time during the term of the Agreement, at all times during the performance of the work under the Agreement, the vendor shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under the Agreement, all 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, and Employer's Liability Coverage in amounts indicated herein. Vendor shall require all subconsultants to obtain and maintain, for the period required by the Agreement, workers' compensation coverage of the same type and limits as specified in this section.



11j4. Professional Liability (Errors and Omissions)

11j4a. At all times during the performance of the work under the Agreement the vendor shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to the Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the vendor. "Covered Professional Services" as designated in the policy must specifically include work performed under the Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

11j5. Cyber Liability

11j5a. The vendor shall procure and maintain, during the performance of all work under the Agreement, in amounts not less than specified herein, Cyber Liability Insurance, in a form and with insurance companies acceptable to the District, which shall include the following coverage:

11j5a1. Liability arising from the theft, dissemination, and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination, or use of the confidential information.

11j5a2. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

11j5a3. Liability arising from the failure of technology products (software) required under the contract for vendor to properly perform the services intended.

11j5a4. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

11j5a5. Liability arising from the failure to render professional services.

11j5b. If coverage is maintained on a claims-made basis, vendor shall maintain such coverage for an additional period of three (3) years following the expiration or earlier termination of the contract.

11j6. Minimum Policy Limits Required

11j6a. The following insurance limits are required for the Agreement:

11j6a1. Combined Single Limit

11j6a2. Commercial General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage

11j6a3. Automobile Liability \$1,000,000 per occurrence for bodily injury and property damage

11j6a4. Employer's Liability \$1,000,000 per occurrence



- 11j6a5. Professional Liability \$1,000,000 per claim and aggregate (errors and omissions)
- 11j6a6. Cyber Liability \$1,000,000 per occurrence/loss
- 11j6b. Defense costs shall be payable in addition to the limits.
- 11j6c. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to the Agreement.
- 11j7. Property of City/Proprietary Material: All proposals submitted in response to this RFP will become the property of the City and subject to the California Public Records Act (California Government Code Section 6250 et seq). Proposers must identify all trade secrets or other proprietary information that the proposers claim are exempt from the Public Records Act. The City Attorney will make an independent determination regarding whether the identified information is disclosable.
- 11j8. In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: "The proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose trade secrets or other proprietary information to any person making a request therefore."
- 11j9. Failure to include such a statement will constitute a waiver of a proposer's right to exemption from this disclosure.
- 11j10. Pre-Award Negotiations: Prior to award of the contract, the successful proposer(s) may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, prices/premiums, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.
- 11j11. Execution of Contract: Unless otherwise stated, proposals submitted will be irrevocable for a period of one-year following the proposal due date. A contract will be developed following action by the Contracting Authority.
- 11j12. Any contract made pursuant to this RFP must be accepted in writing by the proposer. If for any reason proposer should fail to accept the contract in writing, then the proposer may be deemed non-responsive and the City may commence contract negotiations with another proposer.
- 11j13. Please note that the City takes a legal approach whereby all contracts contain an order of precedence. In the event of a discrepancy between the provisions of the vendor's documents and the City's documents, the City's documents take precedence with respect to resolution of the discrepancy.
- 11j14. Amendments/Modifications/Change Orders: Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of the resultant agreement must be made by written amendment/change order approved by the Contracting Authority, the vendor,



and signed by the City Attorney. If vendor performs any modification without a written amendment/change order, the City will neither pay for nor be obligated to accept said modification.

- 11j15. Prime Vendor: The proposer awarded the contract must be the prime vendor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. The City reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the proposer to function as the prime vendor on the awarded contract. The prime vendor will at all times be responsible for the acts and errors or omissions of its subcontractors, or joint participants, and persons directly or indirectly employed by them.
- 11j16. Subcontractors/Joint Ventures: Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the City. With written approval of the City, the vendor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement.
- 11j17. The provisions of the resultant agreement will apply to all subcontractors in the same manner as to the vendor. In particular, the City will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resultant agreement.
- 11j18. Copies of Subcontractor Agreements: Upon written request from the City, the vendor will supply the City with all subcontractor agreements at no cost.
- 11j19. Supplier Performance Feedback Meetings: The proposer awarded the resulting agreement is required to attend periodic performance feedback meetings facilitated by the Contracting Authority. The meetings will focus on the vendor's and the City's performance in fulfilling the service level requirements contained in the contract. The meetings will provide a forum to informally discuss opportunities for improving contract terms and conditions, service level requirements, and cost reductions for both parties.
- 11j20. Replacement of vendor's Staff: The City reserves the right to have the vendor replace any contract personnel with equally or better qualified staff upon providing written notice to vendor. In addition, the City reserves the right to approve in advance any changes in project personnel or levels of commitment by the vendor to the project.
- 11j21. Vendor's Address: The address given in the proposal response will be considered the legal address of the vendor and will be changed only by written notice to the City. The vendor will supply an address to which certified mail can be delivered. The delivery of any communication to the vendor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the vendor at such address, will constitute a legal service thereof. Also, telephone numbers, fax numbers and email addresses (if applicable) must be provided.
- 11j22. Governing Law: All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of the RFP, and the resultant agreement/contract, must comply with all applicable laws of the United States of America, the State of California, and the City.



- 11j23. California State Sales Tax: Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.
- 11j24. California State Board of Equalization Permit: Proposer must enter the company's State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the proposer must sign the proposal form declaring that the company has no California sales tax permit.
- 11j25. Federal Excise Taxes: The City is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. The Department of General Services, upon request, will furnish Federal excise exemption certificates.
- 11j26. Periodic Independent Audit: The City reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the vendor and its subcontractors are conducting City business within generally accepted industry standard practices. Each vendor will be required to cooperate fully with any external audit.
- 11j27. Financial Audit: Firms providing services to the City will be responsible for the verification of the legitimacy of payments made to service providers and their subcontractors. The City therefore reserves the right for staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.