

# COUNTY OF FRESNO REQUEST FOR PROPOSAL

NUMBER: 600-5206

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October 21, 2013

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PURCHASING USE

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**IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:**

COUNTY OF FRESNO, Purchasing  
4525 EAST HAMILTON AVENUE, 2<sup>nd</sup> Floor  
FRESNO, CA 93702-4599

**CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON NOVEMBER 15, 2013.**

**PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.**

Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: Brian D. Tamblin, phone (559) 600-7110, e-mail

[CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us), fax (559) 600-7126.

**GENERAL CONDITIONS:** See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFQ/RFP documents and changes.

### BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Proposal Schedule.

1. Complete delivery will be made within \_\_\_\_\_ calendar days after receipt of Order.
2. A cash discount \_\_\_\_\_ % \_\_\_\_\_ days will apply.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

( )

TELEPHONE NUMBER

( )

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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### 5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the

vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract

that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless

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encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

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## OVERVIEW

The County's Department of Internal Services has a need for three (3) high volume, high speed Black and White digital copiers and one (1) color digital copier. This bid proposal will be utilized to replace three (3) Konica Minolta Bizhub Pro 1050e's and one (1) Konica Minolta Bizhub Pro C652 located at the Graphic Communication Services Print Shop, 844 Van Ness, Fresno, California. Graphic Communication Services is a division of Internal Services Department and provides central printing and copying services to the County of Fresno. Graphic Communication Services currently makes about 2,000,000 copies per month in various paper sizes ranging from 8.5" x 11" to 12" x 18". Copy production includes forms, multi-page documents, manuals, flyers and posters on a daily basis. The average workday for the equipment will be 8 to 9 hours per day, 5 days per week.

The County will consider acquiring the equipment as an outright purchase, a straight lease or a lease-purchase. The method of acquisition will be determined following evaluation of the proposals received in response to this RFP.

## KEY DATES

**RFP Issue Date:** **October 21, 2013**

**Vendor Conference:** **October 29, 2013 at 10:00 A.M.**

***Vendors are to contact Buyer at (559) 600-7110 if planning to attend vendor conference.***

County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Deadline for Written Requests for Interpretations or Corrections of RFP:**

**November 1, 2013 at 9:00 A.M.**  
Fax No. (559) 600-7126  
E-Mail: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us)

**RFP Closing Date:**

**November 15, 2013 at 2:00 P.M.**

County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

## PROPOSAL IDENTIFICATION SHEET

*RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL*

Our proposal is attached and identified as: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within \_\_\_\_\_ calendar days after signing of the final contract.

Company: \_\_\_\_\_

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

\_\_\_\_\_ Zip: \_\_\_\_\_

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

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Title

( ) ( ) \_\_\_\_\_

Telephone

Fax Number

E-mail Address

Date: \_\_\_\_\_



## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

## TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

\_\_\_\_\_  
(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.\*\*

\_\_\_\_\_  
(Company Name) Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

### ACKNOWLEDGED BY:

\_\_\_\_\_  
Signature ( ) Telephone

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

**Firm:** \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar equipment and services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.***

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

---

(Authorized Signature)

---

Title

**\* Note: This form/information is not rated or ranked in evaluating proposal.**

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the "Provider" line of the Proposal Identification Sheet.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.



County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

#### **ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact

with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Purchasing Manager, 4525 E. Hamilton Avenue, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**CONFIDENTIALITY**

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

**RIGHTS OF OWNERSHIP**

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE:** On October 29, 2013 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Brian D. Tamblin at County of Fresno Purchasing, (559) 600-7117, if they are planning to attend the conference.

**NUMBER OF COPIES:** Submit one (1) original, with two (2) \*reproducible compact discs enclosed and five (5) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

**\*Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

**MINIMUM VENDOR REQUIREMENTS:** Proposals will be accepted only from vendors who are authorized by the manufacturer to supply the makes and models offered, and who have an adequate number of trained service personnel employed by the vendor submitting a proposal. Proposals will not be accepted from brokers. The County requires proposers to provide a

**written, certified statement from the manufacturer stating that they are an authorized dealer.**

**CONTRACT ADMINISTRATION:** The contractor will appoint a single representative to act as the County's liaison for all matters relating to the Agreement. This includes purchases, rentals, repairs, maintenance, relocation, manufacturer issues, etc. The County will not be required to work through any other of the Contractor's Company Divisions.

The contractor will be required to maintain a current inventory of all equipment placed. This will include both purchased and rented equipment. Such inventory will show date of placement, model no., serial no., original location and any subsequent location if the equipment is relocated. A copy of the current inventory will be submitted to the County on a quarterly basis by not later than the fifteenth of each month following the quarters ending March 31, June 30, September 30 and January 31. The contractor shall also maintain complete documentation covering all service calls (maintenance and repairs) on each piece of equipment.

**REPORTS:** County may request other reports from the Contractor. Such reports may be requested to obtain a copier maintenance record, the average respond time to service calls, averaged monthly volume made per segment, etc.

A summary of a copier maintenance record shall include:

- Date and time each service call was received by Contractor
- Date and time Contractor dispatched service technician
- Description of problem
- Description of repair
- Indication of whether repair was completed on first visit
- Meter readings at time of repair
- Average number of copies made between service calls

The County reserves the right to request reports on individual copiers any time a review is required during the contract period. Such reports shall be provided to the County at no additional cost.

#### **INVOICING:**

The Contractor shall invoice County in arrears on a monthly basis for both Lease payments and the Service Agreement charges.

Terms of payment will be NET 45 DAYS.

**METER READINGS:** It is the Contractor's responsibility to establish procedures for obtaining meter readings from County. The method for obtaining meter readings should be detailed in your proposal under the appropriate section.

**PERFORMANCE GUARANTEE:** Contractor shall guarantee that the equipment and prices proposed, including maintenance and supplies shall be available to the County for the entire contract period.

For manufacturers, a signed proposal shall be considered as providing this guarantee.

For dealers (non-manufacturers), a signed letter from the copier manufacturer must be provided with this proposal, guaranteeing that the equipment and prices proposed, including



maintenance and supplies will be available to the County for the entire contract period. This letter of guarantee shall be an original copy written on the manufacturer's letterhead and addressed to the County of Fresno.

**ACCEPTANCE:** Deliveries are not considered complete until:

- Equipment has been delivered in the configuration as ordered.
- Equipment has been properly installed and made ready for use by Contractor's trained personnel.
- Initial 30-day supply of consumables (excluding paper) has been delivered.
- Training has been provided to the personnel at the delivery site.
- The responsible representative at the site signs and dates an acceptance certificate indicating that the above conditions have been met. A signed bill of lading or delivery receipt obtained by the carrier is not considered acceptable.

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than November 1, 2013 at 9:00 a.m. Questions must be directed to the attention of Brian D. Tamblin, Buyer III.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us), faxed to (559) 600-7126 or delivered to County of Fresno Purchasing. If faxing, the bidder must confirm receipt by phone ((559) 600-7110) within one-half (1/2) hour of transmission.

**NOTE:** The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of five (5) years. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

## METHODS OF ACQUISITION

The County will consider acquiring the equipment as an outright purchase, a straight lease or a lease-purchase. The method of acquisition will be determined following evaluation of the proposals received in response to this RFP.

### **PURCHASE:**

The term "Purchase" as used in this RFP is meant to include the following terms, conditions and requirements.

County shall become the owner of record of new equipment taking title upon complete installation at the County site and acceptance by County. The quoted purchase price shall include delivery, installation and training.

The vendor shall guarantee to provide a full maintenance, repair and supply agreement for a sixty (60) month period commencing upon the date that the equipment is formally accepted by the County. The commencement date may be delayed until the completion of the warranty period when the warranty covers all elements of the maintenance and repair service agreement. This will be considered in the cost evaluation. The vendor must guarantee that the Maintenance Agreement will be provided for a minimum five-year term. However, County does not guarantee any minimum term for Maintenance Agreements.

The maintenance, repair and supply agreement shall be full service and include all maintenance in accordance with factory recommendations, all repairs (including all parts, labor, materials etc.) and all supplies and consumables excluding paper.

### **LEASE:**

"Lease" as used in this RFP is meant to include the following, terms and conditions.

The vendor shall provide equipment to the County for its use. The vendor shall retain ownership of the equipment. The equipment shall be new at the time of delivery. The vendor shall invoice County monthly and in arrears. The vendor may impose a minimum base charge per month plus a cost per copy. All aspects of the lease method of acquisition will be provided by the one vendor offering the proposal. Separation of service and lease under two agreements will not be allowed. County shall be invoiced by and make payment to one vendor under a single monthly billing. County will base its cost evaluation on a sixty (60) month term. The vendor must indicate if there will be a charge for canceling equipment prior to five years. This will be considered in the cost evaluation.

The lease shall cover equipment, delivery, installation, training, removal upon termination of services, all maintenance in accordance with factory guidelines, all repairs and all supplies and consumables excluding paper.

Contractor, as owner of equipment, shall be solely responsible for payment of all property taxes imposed on the equipment leased to the County. The County shall not be assessed charges for these items.

The County shall not be liable for loss or damage to the equipment furnished by the Contractor from any cause whatsoever, while the equipment is in the possession of the County, except when loss or damage resulted from the sole negligence of the County.

The Contractor shall insure equipment at its own expense. The County shall not be required to insure the equipment.

**LEASE – PURCHASE:**

The Lease-Purchase method of acquisition shall be identical to the previously defined “Lease” acquisition except that the County shall have the option to purchase the equipment at each anniversary date during the term of the lease. The bidder shall indicate the buy-out amounts at the end of years 1, 2, 3, 4 and 5.

**THIRD PARTY FINANCING:** If the selected Contractor chooses to finance its copiers proposed to the County through a third party leasing company, it is the Contractor's right. However, any such arrangement shall be solely between the Contractor and the leasing company. The County shall remain clear of all such arrangements and shall not have to alter or amend any terms or conditions of this RFP/award to accommodate a third party. Contractor shall remain the sole source of contact with the County.

## CONDITIONS/REQUIREMENTS/SPECIFICATIONS

The County's Department of Internal Services has a need for three (3) high volume, high speed Black and White digital copiers and one (1) color digital copier. This bid proposal will be utilized to replace three (3) Konica Minolta Bizhub Pro 1050e copiers and one (1) Konica Minolta Bizhub Pro C652 located at the Graphic Communication Services Print Shop, 844 Van Ness, Fresno, California. Graphic Communication Services is a division of Internal Services Department and provides central printing and copying services to the County of Fresno. Graphic Communication Services currently makes about 2,000,000 copies per month in various paper sizes ranging from 8.5" x 11" to 12" x 18". Copy production includes forms, multi-page documents, manuals, flyers and posters on a daily basis. The average workday for the equipment will be 8 to 9 hours per day, 5 days per week.

The County will consider acquiring the equipment as an outright purchase, a straight lease or a lease-purchase. The method of acquisition will be determined following evaluation of the proposals received in response to this RFP.

1. Minimum 110 copies per minute for the black and white copiers and a minimum of 35 copies per minute for the color copier
2. Collating
3. Automatic Duplexing
4. Paper sizes ranging from 8.5" x 11" to 12" x 18"
5. Paper weights from 16# to 110# (Please note on your proposal if your equipment is subject to paper finish limitations.)
6. Reduction and enlargement capabilities
7. Automatic Document Handler
8. Inter-leafing dividers, covers and tabs
9. Printing and control of tabs on the front side is required
10. Control of all inserts and covers to print on front, and or back, and or both sides may be offered as an option.
11. Image quality controls
12. Finisher (staple) at least 50 sheets of paper
13. Produce proof copies
14. At least two of the Black and white copiers must be able to work in tandem
15. Equipment must offer two (2) and three (3) hole punch option
16. Multiple paper feed sources
17. Each machine should be capable of producing 700,000 copies per month with minimal service requirements.
18. Maximum of 1/16" registration bounce from copy to copy
19. Service contract that includes supplies
20. 60 month rental, or lease agreement
21. Same day service (8 working hour on-site service response time)

22. The County will not accept a lease contract from one source and a maintenance contract from another source.
23. Delivery of equipment shall be coordinated after awarded contract has been approved.
24. Equipment must be "all new" not remanufactured, newly rebuilt or any unit with used parts.
25. The vendor may offer equipment features/options not included above. Options will be considered during evaluation. The emphasis placed on options offered will be dependent on the utility provided and cost. Options could include items such as expanded paper tray capacities, selective printing of document sections, saddle stitching etc.

Equipment offered must meet the County's minimum requirements. Meeting minimum requirements means that the equipment must perform as specified under normal operating conditions in the County work environment. The proposed equipment must be able to continuously perform at or beyond the specified performance requirements. Meeting production levels short term or under only special circumstances or conditions is not acceptable.

The vendor will state in his/her proposal the production levels of the machine offered. Failure to meet those levels for extended periods of time with minimum down time will be deemed non-compliant. The terms of the ensuing contract will allow County to cancel the contract when the equipment does not perform as offered. Such contract will be terminated without liability to County. Failure of equipment to perform will be cause for County to cancel payment to the vendor for periods of sub-standard performance levels. The vendor will agree under the terms of the ensuing agreement that the County will not be responsible for such payment.

**COPIER REQUIREMENTS:** Copiers shall be new and U.L. approved.

In addition, all copiers supplied at the time of initial installation shall be current models of modern technology and currently in production.

Proposers shall include with their response to this RFP, complete descriptive literature showing specifications of equipment offered. Literature may be submitted in the form of brochures. Literature shall contain information on electrical and space requirements, as well as provide the dimensions of the copiers with and without optional features. Measurements shall include their maximum widths, with sorters and paper cassettes attached. This information is to be provided in the appropriate section of the "VENDOR EQUIPMENT AND SERVICES PROPOSAL" section of this RFP.

Copiers shall be able to produce clean, acceptable images using recycled paper made for xerographic / digital purposes.

All services and merchandise must comply with safety orders of the California Department of Industrial Relations and Cal/OSHA (California/Occupational Safety and Health Administration). Contractor shall plan and conduct work in a manner that will safeguard all persons from injury and shall take all precautions as required by the applicable regulations.

## VENDOR EQUIPMENT AND SERVICES PROPOSAL

The vendor shall include as a part of his/her proposal, a section entitled *Equipment Proposal*. This section shall include a complete and detailed description of all equipment and services being offered under the proposal.

### **SPECIAL CONDITIONS:**

The bidder must define the operating conditions when stating production levels and defining copy quality. For example; if the bidder states that a machine is rated at 90 copies per minute, they must also state the duration and with what frequency that level can be maintained in each production mode (i.e. 90 copies per minute for 8 continuous hours per day for 5 days per week). Additionally, if copy quality and speed differ under different conditions, the vendor must so state in his/her proposal.

County will consider the bidder's stated performance specifications as attainable under normal County operating conditions (as stated herein) unless indicated otherwise by the bidder in his/her proposal.

Equipment that does not perform to the vendor's proposed levels will be considered unacceptable. The County will have the option to cancel the acquisition and require the vendor to remove the equipment from County premises and reimburse County for all expenditures related to the equipment. The vendor will be allowed a reasonable opportunity to correct the problem prior to County exercising this option.

The successful bidder shall perform all repairs and maintenance to the equipment whether acquired by purchase, lease or lease-purchase. The equipment shall be kept in a condition that will result in the unit meeting the proposed production volume, speed, and copy quality for a minimum five (5) year term from the date that the equipment is formally accepted by the County.

The "Vendor's Proposal" shall be formatted as follows:

### **I. EQUIPMENT DESCRIPTION**

State the brand and model being offered. Include a general description of the equipment being offered, what it is designed to do and its capabilities. The bidder should use this section to emphasize the strong points of the equipment offered. He/she should state if the equipment performs exceptionally well in specific areas or provides features and functions thought not to be available with other equipment.

### **II. BASE UNIT**

- A. Detail all equipment included
- B. Detail all services included
- C. Detail all features included
- D. Detail all production capabilities
- E. Detail all performance levels

The equipment specified here is the equipment (without options) that is to be quoted on the Quotation Schedule.

**III. OPTIONAL EQUIPMENT AND FEATURES**

Detail all optional equipment, accessories and features not included with the base unit. Include an explanation of what they do, production capabilities and performance level. Include all additional equipment software, installation and accessories required to add networking capabilities.

**IV. EQUIPMENT SPECIFICATIONS**

Submit complete and detailed equipment specifications for each piece of equipment offered. This should be in the form of pre-printed manufacture's product literature. However, it is County's experience that such product literature generally lacks adequate description and does not fully explain each specification. As such, the bidder is instructed to use this section to better explain each individual specification. The bidder shall also identify the conditions that must exist to continuously attain production level and quality rating specifications (i.e. pages per minute and print quality etc.). The bidder must state if specifications can be continuously attained under County's normal operating conditions. The response must be a simple "yes" or "no". If responding "no", explain why.

The bidder must specifically identify all of the manufacturer's specifications that do not meet County specifications. The manufacturer's published specifications will not be considered a vendor exception **unless identified as such under the exceptions section.**

**V. SUPPORT SERVICES**

Describe in detail, all services available to support the proposed equipment (e.g. customer service, maintenance, repair, training, supplies etc.)

**VI. FULL SERVICE MAINTENANCE AND REPAIRS AGREEMENT**

Define full service maintenance and repair agreement as it specifically applies to the equipment you are offering under this proposal. Identify all terms, conditions & Scope of Work that takes exception to County's requirements for such an agreement.

Indicate when the agreement will become effective. Are the described services included during the warranty period?

State the response time for repairs after request by County. Indicate the days and hours during which services will be provided. Identify conditions and extra costs to perform repair services outside of the proposed times and days.

Explain what is and what is not covered (labor, parts, scheduled maintenance etc.). State who will perform service, where they are located and response time for service. Discuss local parts inventory. Discuss parts inventory located outside of Fresno County, and all other aspects of a service agreement for repairs and maintenance.

**VII. RESPONSE TO SPECIFIC ITEMS**

Provide a complete and detailed explanation of what the proposed equipment offers for each item listed below. Provide this information under this section even if stated elsewhere in your proposal.

The vendor's response shall restate the listed item prior to stating the response.



Features not included with the Vendor's proposed "base unit" must be labeled "OPTIONAL".

Identify Equipment Offered:

- A. Quantity of copies per month for which the machine is designed. This quantity is to be that which can be expected under normal County operating conditions for each Production Group, not intermittently under optimum conditions.
- B. Copies per minute for each Production Group. These rates must be the rates that County can expect under its normal operating conditions for extended duration. Not intermittently and/or under optimum conditions.
- C. Useful life of equipment at the vendor's proposed production and quality levels. Assume normal County production volume with maintenance and repairs performed by the successful bidder.
- D. How often and for how long will the machine be down for normal maintenance?
- E. What are the average weekly, monthly and annual number of service calls that the County can anticipate for other than normal maintenance? Indicate how County will be compensated if these are exceeded.
- F. Explain in detail, what action your company will take in the event that a piece of equipment experiences an unreasonable amount of downtime. Include with your explanation, the definition of "Unreasonable Down-Time" as it applies to this subject.  
  
County's current vendor offers a like for like replacement, which has been a satisfactory solution to this problem.
- G. The County will provide the appropriate electrical source at the point of connection.  
  
Identify the appropriate electrical source.
- H. State cabling requirements and which party will provide.
- I. The bidder is to describe all support and site preparation that the County will be responsible for providing prior to and after installation.
- J. Describe training that will be provided. Explain what type of training will be provided, how much, where and by whom. Detail what training services are included with the equipment purchase price and what training will result in additional costs. State training cost under the "Cost Proposal" section of your proposal.
- K. DEMONSTRATOR/DEMONSTRATION
  1. Bidders must provide a no cost demonstrator unit for County use that is the same as that being offered under this RFP.
  2. Contractor shall provide and make all necessary arrangements for a demonstration within one (1) week from date of notification for each machine offered. Demonstrations shall be provided at no cost to the County.
- L. REFERENCES  
  
List all clients with whom your Fresno Area Division has contracted to provide services that are similar to those requested herein. Limit the list to the last five (5) years.

Include the following for each client:

1. Organization or company name
  2. Address
  3. Date of contract
  4. Current contract status (active or expired)
  5. Contract Administrator
  6. Phone number
  7. Description of contract and services provided
  8. Quantity and types of equipment installed
  9. Identify the machine model(s) that this client has. Models should be the same as offered under your proposal. Indicate the applicable production groups.
- M. Fully describe the equipment's networking capabilities as of the closing date of this RFP, if any.
- N. The bidder shall state all conditions that will be imposed under the ensuing agreement. Only conditions stated here will be included in the agreement. State conditions for purchase, lease and lease-purchase methods of acquisition.
- O. State the number of calendar days required for delivery and installation of all equipment, after receipt of order. Installation shall be defined as complete when all equipment is one hundred percent (100%) operational.
- P. Is all equipment that you are proposing unused and one hundred percent (100%) new?  
The bidder shall provide a simple "yes" or "no" response.
- Q. WARRANTY  
Define Warranty as it specifically applies to each method of acquisition. Explain what is included and what is not included and term.
- R. How will your company compensate the County if the equipment fails to perform as proposed under your response to this RFP?
- S. TRAINING  
Describe training that will be offered. Include training at no additional cost for both purchases and cost per copy acquisitions. Explain how much training will be provided, by whom, where and how much.  
Describe training that will require additional cost.
- T. HAZARDOUS MATERIALS.  
Contractor shall identify all hazardous materials as required under the California Code of Regulations, Title 8, Article 1 10, Section 5194, and the State of California Health 81 Safety Code. Contractor shall provide Material Safety Data Sheets (MSDS) at the time of copier installation to ordering departments for all products that may contain hazardous materials.

## VENDOR QUESTIONNAIRE

**General:** Respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements will not be accepted as a direct reply to these questions but maybe included. A qualifying proposal must address all items. Incomplete proposals may be rejected.

**Format:** Your responses to this *Vendor Questionnaire* shall be organized and submitted in the format prescribed below in order to facilitate the comparison of proposals. For example, if you are replying to 1.d., indicate 1.d., restate the item and provide response.

1. Company profile: Your company profile shall include the following information:

- A. How many years has your company been in the business of providing and servicing copiers?
- B. Company size – staff and client base (i.e., Fresno Area, regional, statewide, etc.)
- C. Company's vision, mission, value statements
- D. Products and/or services provided
- E. Location of the office from which the work will be provided and the staff allocation at that office.
- F. Identify the account manager and include his or her e-mail address, telephone, fax, and cellular numbers.
- G. Identify the person who will be responsible for administering the contract (copier selection, delivery and training coordination, etc. with customer departments), if different from the account manager. Please include the person's title, e-mail address, telephone, fax, and cellular numbers. Also, please include a name of a "backup" person, his or her title, e-mail address, telephone, fax, and cellular numbers.
- H. The County requires that your company be an authorized dealer for the brand of equipment being offered. Please attach proof of authorization from manufacturer.
- I. Indicate whether or not your company will be subcontracting portion(s) of the work. If so, indicate the name of Subcontractor and the portion of work that will be subcontracted, in case.
- J. What method will your company employ to obtain monthly meter readings?

2. Service:

- A. How many technicians does your company currently employ in the Fresno area and what is the number available to handle service calls from the County? At what point, will your company hire additional technicians? When a primary technician calls in sick, how are his or her service calls handled? Define Fresno Area as it applies to your response.
- B. What is your company's goal regarding your customers' up time? How does your company calculate the up time? What is your company's actual average up time for the past six months? Attach documentation that substantiates your response.
- C. What is the process you use to evaluate technician performance as it relates to customer up time? Attach examples of evaluation documentation.
- D. The County requires that the factory train your service technicians. Please attach proof of factory training for the proposed equipment.

- E. Please provide an organizational chart of your service department showing names, position and years of experience.
- F. What is your company's average response time for emergency and non-emergency service calls? Attach documentation that substantiates your response.
- G. Is after-hours maintenance available? If so, please state available hours, telephone number, hourly rate, and average response time.
- H. A requirement of this proposal indicates that if delivery of out-of-stock parts is projected to take more than 24 hours, the vendor shall immediately provide a temporary backup copier. Based on the total number of service calls over the past twelve months, what was your percentage of calls that took longer than 24 hours to repair? In addition, what was your percentage of calls that were repaired on the first trip?
- I. Indicate the name, address, and telephone number of the nearest location that will be providing equipment repair. Also include the name and telephone number of the service manager, and the available days and hours in which service calls can be requested.
- J. Describe your company's approach to quality assurance.
- K. Describe your company's approach to resolving problems that may be encountered in the field.
- L. Please outline a resolution process in event of escalating service problems. For example, you may list names and telephones numbers starting with the normal 800 service call number, to the local service call number, to the service manager's number, to the account manager's number, to the branch manager's number, to the regional manager's number, etc.
- M. Recycling of Empty Supply Cartridges: Will your company issue "return goods authorization" to recycle all empty copier supply cartridges, such as for toner, developer, fuser agent, etc.? Will this service be provided at no charge?
- N. Performance Guarantee: For dealers (non-manufacturers), submit a signed letter from the copier manufacturer indicating that your company is an authorized dealer of the equipment being offered.
- O. Business License: Include a copy of your company's current business license(s) with your proposal submittal.

## COST PROPOSAL

State pricing and other requested information for each specified method of acquisition. The Vendor must offer equipment that meets County requirements. The equipment must be able to perform at the stated minimum monthly volume. The vendor must state the maximum monthly volume. Copy volumes per month as stated by the bidder, must be under County's normal operating conditions as previously explained.

***THE BIDDER SHALL PROVIDE THE FOLLOWING:***

**I. LEASE (Sixty (60) Months)**

- A. Cost of the equipment and all related items to provide, deliver, install make fully operational, maintain, and repair the proposed equipment with all supplies (excluding paper). Include brands, models and part numbers. Include sales tax as a separate item. The sales tax rate is 8.225%. List all equipment included with this cost.
- B. An itemized list of all optional equipment features, software, etc. with related costs. Cost to include installation. Include sales tax.
- C. Training Costs
- D. State the cost to County in the event that County negligence causes the equipment to become damaged or destroyed while in its possession. Indicate specifically when and under what conditions such charges would be applicable, if ever. Indicate how this amount will be adjusted for depreciation. This does not relieve the Contractor from his/her obligation to provide equipment insurance as previously stated.
- E. All other costs that are not included above.

**II. LEASE – PURCHASE (Sixty (60) Months)**

- A. Cost of the equipment and all related items to provide, deliver, install make fully operational, maintain, and repair the proposed equipment with all supplies or consumables (excluding paper). Include brands, models and part numbers. Include sales tax as a separate item. The sales tax rate is 8.225%. List all equipment included with this cost.
- B. An itemized list of all optional equipment features, software, etc. with related costs. Cost to include installation. Include sales tax. Submit in the format provided under this Cost Proposal Section.
- C. State purchase price (Buyout) at the end of years 1, 2, 3, 4 and 5.
- D. Training Costs
- E. State the cost to County in the event that County negligence causes the equipment to become damaged or destroyed while in its possession. Indicate specifically when and under what conditions such charges would be applicable, if ever. Indicate how this amount will be adjusted for depreciation. This does not relieve the Contractor from his/her obligation to provide equipment insurance as previously stated.
- F. All other costs that are not included above.

**III. PURCHASE**

- A. Purchase price of Base Unit, show sales tax (8.225%) as a separate item. List all equipment included with base unit.
- B. Pricing for options, show sales tax (8.225%) as a separate item.
- C. Full Service Maintenance Agreement including all maintenance, repairs and supplies (excluding paper) for a five year term, show sales tax (8.225%) as a separate item.
- D. Training Costs
- E. All other costs that are not included above.

## PROPOSAL CONTENT REQUIREMENTS

**It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.**

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. PROPOSAL IDENTIFICATION SHEET (as provided)
- III. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- IV. TABLE OF CONTENTS
- V. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for

compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

VI. TRADE SECRET:

A. Sign where required.

VII. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VIII. REFERENCES

IX. PARTICIPATION

X. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Method of Acquisition.
- E. Exceptions to Conditions/Requirements/Specifications.
- F. Exceptions to Vendor Equipment and Services Proposal.
- G. Exceptions to Vendor Questionnaire.
- H. Exceptions to Proposal Content Requirements.
- I. Exceptions to any other part of this RFP.

XI. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Reference list (form provided)
- G. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**



- H. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract
  - 3. Reason for termination
  - 4. Contact person and telephone number for agency
- I. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  - 1. Location filed, name of court and docket number
  - 2. Nature of the lawsuit or legal action
- J. Describe any payment problems that you have had with the County within the past three (3) years:
  - 1. Funding source
  - 2. Date(s) and amount(s)
  - 3. Resolution
  - 4. Impact to financial viability of organization.

**NOTE:** If already stated in *Vendor Questionnaire*, state "See Vendor Questionnaire Item No:"

XII. VENDOR PROPOSAL:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
  - 1. A general discussion of your understanding of the project and a summary of your proposal's scope.
  - 2. A detailed description of your proposal as it relates to each item listed under the "*Methods of Acquisition, Conditions/Requirements/Specifications and Vendor Equipment and Services Proposal*" section of this RFP. Bidder's response should be stated in the same order as listed in this RFP. Each description should begin with a restatement of the item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items where applicable and the proposed equipment's specification where applicable.
  - 3. Vendor Questionnaire.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."

XIII. REPORTS: Samples of reports referenced in Section VIII.C should be displayed in the section.

XIV. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

XV. CHECK LIST

## AWARD CRITERIA

### **COST**

- A. As submitted under the "COST PROPOSAL" section.

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.

### **AWARD**

Award will be made to the bidder whose equipment, cost and services is deemed most satisfactory to the County. The County will be the sole judge in making this determination.

The following will be considered in determining award of bid:

- A. Ability to meet the stated requirements/specifications.
- B. Proposed utility in excess of the stated requirements. Such utility must provide additional value to County at an acceptable cost.
- C. Warranty Coverage
- D. Warranty Period
- E. Service/Maintenance Agreement Coverage and Period
- F. Cost of Consumable/Disposable Supplies
- G. Total Cost (including but not limited to the above items)

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ Page One (1) of the Request for Proposal (RFP) has been signed and completed. (Original signature).
2. \_\_\_\_\_ Any and all addenda have been completed, signed and included in the bid package.
3. \_\_\_\_\_ One (1) original plus five (5) copies of the RFP have been provided.
4. \_\_\_\_\_ Submit two (2) CD's of your entire response and attach with your original response.
5. \_\_\_\_\_ The completed *Proposal Identification Sheet* as provided with this RFP.
6. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
9. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
10. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>600-5206</u>
Closing Date:	<u>November 15, 2013</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>High Production Copiers</u>

**Return Checklist with your RFP response.**