

**REQUEST FOR PROPOSALS  
DIGITAL PRINTER/COPIER EQUIPMENT  
PURCHASE OR LEASE WITH SUPPORT AND MAINTENANCE**

**ANNOUNCEMENT**

The Madera Irrigation District (MID or District) is making a Request for Proposals (RFP) receive competitive bids for Digital Printing and Copying solutions as outlined below. In addition to the necessary hardware, the District is expecting a service contract that provides maintenance for the equipment.

This RFP describes the selection process, specifications, and requirements of the maintenance contract. Proposals that fail to meet the requirements of this document may be disqualified from the selection process.

**DATE OF ADVERTISEMENT**

January 11, 2023

**DEADLINE FOR SUBMITTAL**

February 1, 2023

**QUALIFICATION AND CONTRACTING PROCESS**

- Evaluation Process

Members of the Administration of MID will evaluate each proposal and choose the Bidder whose product and services meet the District's needs.

- Addenda to this Request for Proposals

The Bidder shall state in their proposal that all changes to this RFP have been received.

**SPECIAL CONSIDERATIONS**

- Reservations

This RFP does not commit MID to award a contract or pay any costs in association with the creation of a proposal. This RFP does not commit MID to a contract for work.

- Public Record

This RFP and all proposals submitted are deemed public record and subject for view by the public.

- Additional Information

MID reserves the right to request additional information and explanation for any proposal received in relation to this RFP.

- Conflict of Interest

Bidders must disclose any potential conflict of interest in providing equipment, service, and support to MID.

- Insurance Requirements

MID requires consultants doing business with it to obtain insurance, and proof of insurance must be provided within 30 days of notice of selection and prior to the commencement of any work. For a copy of MID's minimum insurance requirements, please see Attachment No. 1-A.

- Disclaimer

All bids become the property of MID. The costs of creation of the proposal and any subsequent communication or interviews are the responsibility of the Bidder. MID has the right to reject any bid. The decision to award contract is the right of MID.

## **PROPOSAL REQUIREMENTS AND INFORMATION**

- **Cover Letter:** Include description of interest of company and commitment to providing hardware and service.
- **Contact Information:** Single person of contact for the selection process. Include name, phone, email, and office location.
- **References:** Include experience and a list of customers willing to discuss solutions provided by your company.
- **Price Schedule:** Firm prices for the duration of the contract should be included in a price schedule including price of direct purchase of equipment, lease option, and service agreement pricing should be given. Lease option and service agreement terms should be in one year increments for a total of four years with an opt out provision by MID at no cost during the length of the agreement.
- **Deliverables:** List all deliverables.
- **Equipment Requirements:** Equipment must be new. Equipment should meet the requirements below. There is one (1) copier to be replaced. Choices in models should be included to reduce cost.

- **General**
  - Copier will be needed with monthly usage estimated at 4,000 B&W and 3,000 Color each (Comparable to/or better than current equipment of Toshiba 4515AC)
  - Postscript compatible
  - Copy/print speed of no less than 45ppm
  - Finishing options including hole punch unit and stapling option
  - Multiple paper trays and bypass paper tray with at least 1 high capacity paper tray
  - Legal and ledger sized printing
  - User features accessible from copier console
  - Simple/clear user interface
  - High resolution printing/copying
  - Ethernet interface with support for TCP/IP
  - Web-based/Software-based configuration, administration, and accounting
  - Internal storage for scanned documents, stored copy jobs or queued print jobs
  - Import/Export user accounts, copy codes, and usage data
  
- **Copy**
  - Duplex copying
  - Sheet feeder
  - High capacity stapler
  - Other modern copier functions (resize image, resize page)
  - PCL, postscript
  - Windows compatible printer drivers that allow access to most features
  
- **Scan**
  - High resolution scanning
  - Full color
  - Scan to folder, scan to email, scan to FTP
  - Scan to PDF or graphic file (TIFF, JPEG, GIF)
  
- **Administration**
  - LDAP compatible
  - Windows compatible
  - TCP/IP compatible
  - Web-based / software based administration of users and features
  - Console based administration of users and features
  - User database and settings backup
  - Easily replaceable toner, staples, and paper

- **Service, Support and Supplies Requirements:** Proposal should include parts and service to maintain equipment to assure quality copies, prints, and scans.
  - Equipment under warranty should be replaced, should the need arise, with like equipment at the bidder's expense
  - Contract should include full-service with same day call back and reasonable on-site service scheduling
  - Bidder should provide evidence that any service technician is qualified to maintain any equipment
  - Clearly defined plan for the resolution of reoccurring problems.
  - Bidder supplies all parts for all service calls
  - Bidder maintains a history of service calls and all service performed
  - Bidder should supply a monthly invoice
  - All service will be performed at a mutually agreed upon time
  - Copier moves due to room changes or building openings or closings should be performed by the Bidder at the bidder's expense
  
- **Terms and Conditions**
  - All deliverables will be in place, and copiers available to users as soon as possible
  - All costs of delivery and installation should be included
  - Cost of installation and removal should be performed by the Bidder at the Bidder's expense
  - Risk of loss due to incidents beyond the control of MID is the responsibility of the Bidder
  - Contract negotiation will be conducted upon award of contract
  - All responses should provide outright purchase price and a yearly lease quote
  - Please provide terms and conditions for review
  - Lease includes all insurance, delivery, installation, training, and other fees
  - No fees should be charged in addition to the lease agreement, including shipping fees.
  - MID is tax exempt. Any and all taxes will be paid by the successful Bidder.

**PROPOSAL SUBMITTAL CONDITIONS**

The Proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a Proposal.

The proposal shall not exceed ten (10) (8.5" x 11") printed pages, including cover sheet, table of contents, index sheets, exhibits, resumes and attachments. Printed pages may be double sided and will count as one page. All proposals must include Attachment 1.

Please submit three (3) copies of your Proposal addressed to:

Madera Irrigation District  
 Attention: Andrea Sandoval  
 12152 Road 28 1/4  
 Madera, CA 93637  
 (559) 673-3514

Submittals must be received by 4:00 p.m. on **Wednesday, February 1, 2023. No proposals will be accepted after this time.** All Proposals become the property of MID and MID will not return any portion of the Proposals that are submitted. The cost of preparing, submitting, and presenting a Proposal and participating in an interview are at the sole expense of the Bidder. Solicitation of Proposals in no way obligates MID to contract with any entity or individual.

**Modification or Withdrawal of Proposal:** Any Proposal received prior to the date and time specified above for receipt of Proposals may be withdrawn or modified by written request of the Bidder prior to Wednesday, February 1, 2023 at 4:00 p.m. To be considered, the modification must be received in writing, and the same number of copies as the original proposal, prior to the date and time specified above for receipt of Proposals.

1. RFP Addendum: Any changes to the RFP requirements will be made by written addenda by the District and shall be considered part of the RFP. Any addendum will be posted on the District's website <https://www.madera-id.org/>. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation and be forwarded to prospective Bidder. It will be the Bidder's responsibility to assure that all addenda are incorporated into the Proposal as required per all the terms and conditions for submittal of the Proposal.
2. Verbal Agreement or Conversation: No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of MID shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
3. Exceptions and Alternatives: Bidder may not, after exhausting protest avenues, take exception or make alterations to any requirement of the RFQ/RFP. If alternatives or options are proposed, Bidder must clearly identify such. MID expressly reserves the right in its sole discretion to consider such alternatives and to award a contract based thereon if determined to be in the best interest of MID. Since MID desires to enter one contract to provide all the intended services, only those Proposals to provide all services will be considered responsive.

**Signature:** Only an individual who is authorized to bind the proposing entity contractually shall sign the Proposer Certification Clauses and Proposal Signature Page, Attachment 1. The signature must indicate the title or position that the individual holds in the entity who is authorized to certify that the proposal is a firm offer for at least a ninety (90) day period. Submitted Proposals shall be rejected if the Proposal Certification Sheet is not signed.

### **REJECTION OF PROPOSALS**

MID may reject any Proposal if it is conditional, incomplete, contains irregularities or reflects inordinately high cost rates. MID may waive immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing

entity/team from full compliance with the contract requirements if the Bidder is awarded the contract.

Proposals not including the required Attachment 1 shall be deemed non-responsive. A non-responsive Proposal is one that does not meet the basic Proposal requirements. Failure to meet the submittal requirements of either the technical or cost proposals shall deem the entire Proposal package non-responsive and therefore be cause for rejection.

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Bidder. If there is reason for believing that collusion exists among the Bidder, none of the participants in such collusion will be considered in this or future procurements.

The decision to approve and award a contract is at the discretion of the MID Board of Directors and resides within the authority granted to the General Manager to accomplish the execution of any contract.

### **CONTRACT AWARD**

Following successful contract negotiations, a recommendation for contract approval will be placed before the MID Board of Directors at a regularly scheduled or special meeting. Following approval of the contract by MID Board, MID will award the contract to the chosen company. The contract is not in force until it is awarded by the MID Board of Directors and issued by the General Manager as directed.

#### **Award and Protest:**

1. Bidders have the right to protest subject to the following grounds, processes, and procedures:
  - a. If any Bidder, files a protest with the MID, it is suggested that any protests be by certified or registered mail to:

Madera Irrigation District  
Attention: Andrea Sandoval  
12152 Road 28 1/4  
Madera, CA 93637-9199  
(559) 673-3514

- b. Within five (5) days after filing the initial protest, the protesting Bidder shall file with MID a full and complete written statement specifying the grounds for the protest. It is suggested that complete written statements be submitted by certified or registered mail.

**Non-Exclusivity of Contract:** It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for the requested service into which MID may enter. The Bidder has no exclusive right granted per this contract.

### **INDEMNIFICATION**

The selected Bidder shall indemnify and save the District, its officers, agents, volunteers and employees free and harmless from costs, damages or liabilities, including attorney fees, arising out of any negligence, recklessness, or willful misconduct by the selected Consultant, its officers, agents, subconsultants, and employees with respect to their performance obligations under this contract. (Civ. Code § 2782.8.)

### **CONTACT PERSON**

All questions concerning this RFP should be directed to Andrea Sandoval via email at [asandoval@madera-id.org](mailto:asandoval@madera-id.org). Each question and answers will be posted to the District's website <https://www.madera-id.org/>. Deadline to submit questions is 4:00 p.m. on January 27, 2023.

## ATTACHMENT NO. 1-A

### MID INSURANCE REQUIREMENTS FOR MOST CONTRACTS

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Madera Irrigation District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Madera Irrigation District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Madera Irrigation District; but this provision applies regardless of whether or not the Madera Irrigation District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Madera Irrigation District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Madera Irrigation District.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Madera Irrigation District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or



operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Madera Irrigation District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Madera Irrigation District its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Madera Irrigation District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Madera Irrigation District. The Madera Irrigation District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Madera Irrigation District. .

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Madera Irrigation District.

**Verification of Coverage** – Contractor shall furnish the Madera Irrigation District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Madera Irrigation District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Madera Irrigation District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Subcontractors** - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Madera Irrigation District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

**Safety:**

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

# ATTACHMENT 1

## **Proposer Certification Clauses and Proposal Signature**

### **PROPOSER CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs;
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future MID agreements if MID determines that any of the following has occurred: (1) the Contractor has made a false certification or has violated the certification by failing to carry out the requirements as noted above (GC 8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

## **DOING BUSINESS WITH MID**

The following laws apply to persons or entities doing business in the State of California.

1. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of Labor Code section 3700. Contractor affirms it will comply with such provisions before commencing the performance of the work of this Agreement.
2. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
3. CONTRACTOR NAME CHANGE: In the event that an amendment is required to change the Contractor's name as listed on this Agreement, MID will process the amendment upon receipt of legal documentation of the name change. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
4. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to MID are fulfilled.
  - b. "Doing business" is defined in Revenue & Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
5. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
6. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

*By my signature on this proposal I certify, under penalty of perjury under the laws of the state of California that the included questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 11102 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Code of Regulations). By my signature on this proposal I Further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 code of Federal Regulations, Part 29 Debarment and Suspension certification are true and correct. (Forms 1-8)*

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct and that I am duly authorized to legally bind the prospective Proposer to the clauses listed above. This certification is made under the laws of the State of California. **The undersigned is duly authorized to certify that the contents of the technical proposal are true and accurate and the commitment to perform the requested services is certified for a 90 day period.**

<i>Proposer Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

*NOTE - If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation: if Proposer is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership: and if Proposer is an individual, his signature shall be placed above. If signature is by an agent other than of an officer of a corporation or a member of a partnership, a power of attorney must be on file with MID prior to opening proposals or submitted with the proposal; otherwise, the proposal will be discarded as irregular and unauthorized.*