Request for Proposal for Printing and Duplication System and Services

Santa Clara County Central Fire Protection District

05/15/2018
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RFP Definition

Organizational Background

Established in 1947, the Santa Clara County Central Fire Protection District (County Fire or SCCCFPD) provides fire services for Santa Clara County, California and the communities of Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, Saratoga, and adjacent county areas.

Wrapping in an approximately 20-mile arc around the southern end of "Silicon Valley," SCCCFPD has grown to include 15 fire stations, an administrative headquarters, a maintenance facility, five other support facilities, 19 pieces of apparatus and 3 command vehicles, to cover 103 square miles (267 square km) and a population of over 213,000.

The District employs over 315 fire prevention, suppression, investigation, administration, and maintenance personnel; daily emergency response consists of 64 employees. The District’s suppression force is also augmented by approximately 30 volunteer firefighters.

The Santa Clara County Board of Supervisors sits as the Santa Clara County Central Fire Protection District Board of Directors and governs the District. Funding is provided primarily through property taxes and contracts for fire protection services.

Description

SCCCFPD's Information Technology team is leading an organizational effort to develop an integrated approach to printing and duplication systems through the procurement of a service provider that can provide equipment on a rental basis, supply fulfillment (with the exception of paper), and maintenance and repair service for the rented equipment.

Objectives

SCCCFPD seeks to acquire the services of a qualified vendor who will provide equipment to the District which would be deployed at the Administrative Headquarters, fire stations, and other required locations needing multi-function printers.

Project Goals

SCCCFPD's goal is to provide printing and duplication systems, deployed throughout the District, in an effort to:

- Increase production system performance and reports related to system operation
- Reduce downtime and delay for repair service
- Achieve efficiencies with respect to equipment supply orders, full service onsite maintenance/repair
- Provide industry standard and appropriate equipment for each location, level and type of use
- Maintain and monitor equipment, including providing updates to IT Department staff in a timely manner
Scope and Guidelines
The scope of this project is for Respondent to provide the District with a comprehensive solution to achieve project goals. Respondents should assume that the proposal will include pricing which will provide:

- Equipment in which the manufacturer maintains a service presence in the Bay Area.
- Equipment on a lease basis, as well as all required supplies for equipment (except paper)
- Remote device monitoring.
- User print tracking
- We prefer to have an all-inclusive program agreement separate from the rental agreement. When proposing the rental amount, do not include a quantity of copies included in your rental rate, but rather solely the rental rate of equipment.

Optional Components for Proposal
Respondents may optionally propose on the plotter and/or maintenance and service-only for the other printers (that are existing as part of a software solution and which can’t be changed at this time). Respondents should make clear which component or components they are proposing on:

1) Comprehensive duplication, scan and printing solution
2) Plotter printer
3) Maintenance and service-only piece for the existing additional printers

Please note that the comprehensive duplication and printing solution component will be evaluated separately and proposing (or not proposing) on the Plotter or maintenance/service-only work will not impact the outcome of the comprehensive duplication and printing solution evaluation scores. Proposers may propose on any combination of components and solely proposing on an optional component is acceptable.

The tentative timeline will only apply for the comprehensive duplication and printing solutions. The Plotter and Maintenance/Service components will be evaluated after the comprehensive solution is chosen and communication regarding the status of those components will only be sent to proposers on those components.

- Optionally, respondents may separately bid on providing the plotter and associated supplies and service.
- Optionally, respondents may separately bid on maintenance and service only for other District printers that are a part of the inventory, but which cannot be replaced at this time due to a current configuration setup. The list of printers for service is identified below.

Response to any and all components of this RFP must be submitted via email to eric.prosser@sccfd.org, or may be delivered via US Mail or in person to the Fire District’s Headquarters address: 14700 Winchester Blvd, Los Gatos, CA 95032. All other communication to other individuals will not receive responses.
Responses should address all the specific questions included in the sections **System/Service/Equipment Checklist** and **Key Categories Comprising the Solution**. Additional information may be included in proposal to demonstrate the Respondent’s ability to provide an exceptional value while enhancing the service provided. Evaluation will include the review of all information provided by Respondent.

**RFP Schedule (Tentative)**

<table>
<thead>
<tr>
<th>Tentative RFP Schedule *any changes to this schedule will be posted to Central Fire’s website and BidSynch</th>
<th>Due by 12:00pm June 04, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>05/15/2018</td>
</tr>
<tr>
<td>Questions due</td>
<td>05/23/2018</td>
</tr>
<tr>
<td>Answers posted of any questions received</td>
<td>No later than 5:00pm on 05/24/2018</td>
</tr>
<tr>
<td>RFPs due</td>
<td>No later than 12:00pm on 06/04/2018</td>
</tr>
<tr>
<td>Final candidate selection</td>
<td>06/05/2018</td>
</tr>
<tr>
<td>Finalist interviews and limited system demonstrations</td>
<td>06/19-21/2018 (Tentative)</td>
</tr>
<tr>
<td>Contracts negotiation</td>
<td>TBD</td>
</tr>
<tr>
<td>Begin MFD deployment (target date)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

A note on interviews: Those respondents that are identified as finalists will be notified at least five business days in advance of interviews date. Key personnel assigned to the District must be present at the interview to be eligible for further consideration.

**Proposals delivered after the due date will not be given consideration or evaluation.**

**Questions**

Respondents may contact SCCCFPD for clarification and information pertaining to this request for proposal. Any requests for information or clarification must be submitted in writing by e-mail to Eric Prosser at eric.prosser@sccfd.org before the end of the question period (see RFP schedule, above). All answers to all questions will be made available via the County Fire website and BidSynch so that Respondents may access the answers as soon as they are posted. It is the sole responsibility of the respondent to check BidSynch and the District Website (www.sccfd.org/about-sccfd/request-for-proposals) for supplementary information, schedule updates, and answers to questions. The District will not send email notifications regarding the availability of new or updated information.
Description of District Needs and Locations

Office Locations and Connectivity
SCCFD’s headquarter is located in Los Gatos, California. The Santa Clara County Central Fire Protection District includes 15 fire stations, administration headquarters building, training center, communication center, and a few remote locations—some of which are co-located in or near one of the fire stations. For further clarification, the administrative headquarters staff are currently split between two buildings one block apart and staff split accordingly. See the District website to view locations: http://www.sccfd.org

Number of Units by location and Performance Requirements
General specifications for all devices are listed in the section “Scope and Guidelines” above. More specifically, the production system performance requirements generally fall into three categories as defined below:

**Category 1: Production System Functionality and Performance MFP**

The following specifications are a list of generally desirable specifications so that respondents can appropriately recommend the best equipment for the District in the proposals. The list is not an exhaustive nor is it a list of minimum qualifications. The following is a list of desirable options and the proposals will be evaluated based on overall value and the solution, including equipment recommended, and how best the proposed solution will meet the needs of the District at the best cost.

- Color printing capability
- Copy, Print, Scan
- Minimum 3,000 Sheet Finisher and Multi-Position Stapler with hole punch options
- At least 50 pages per minute
- 12 x 18 Full Bleed for Marketing Material (cut down to 11x17 for borderless)
- 8.5 x 11 Tandem Drawer Minimum 2,000 Sheets
- 8.5 x 14 Paper Drawer
- 11 x 17 Paper Drawer
- Handles 59lb. cover stock
- Color Display Panel
- Scan Preview available
- One-Touch Scanning
- Minimum 250 Sheet, Dual Scan Single Pass Scanner
- Postscript for MacOS
- Optical Character Recognition Software
- Minimum of 1,200 x 1,200 DPI Resolution
- Secure Printing
• Secure LOGIN User Authentication/ID Card Authentication (3xLogic/Infinias Access Software is the District’s existing proximity card system so it is desirable for the equipment to be compatible with this system to function properly)

**Category 2: Mid-Range Functionality MFP**

The following specifications are a list of generally desirable specifications so that respondents can appropriately recommend the best equipment for the District in the proposals. The list is not an exhaustive nor is it a list of minimum qualifications. The following is a list of desirable options and the proposals will be evaluated based on overall value and the solution, including equipment recommended, and how best the proposed solution will meet the needs of the District at the best cost.

• Color printing capability
• Copy, Print, Scan
• At least 50 pages per minute
• 8.5 x 11 Paper Drawer
• 8.5 x 14 Paper Drawer
• 11 x 17 Paper Drawer
• Handles 59lb. cover stock
• Color Display Panel
• Scan Preview available
• One-Touch Scanning
• Minimum 100 Sheet, Dual Scan Single Pass Scanner
• Postscript for MacOS
• Optical Character Recognition Software
• Secure Printing
• Secure LOGIN User Authentication/ID Card Authentication (3xLogic/Infinias Access Software is the District's existing proximity card system so it is desirable for the equipment to be compatible with this system to function properly)

**Category 3: Desktop MFP for Fire Stations, Others**

The following specifications are a list of generally desirable specifications so that respondents can appropriately recommend the best equipment for the District in the proposals. The list is not an exhaustive nor is it a list of minimum qualifications. The following is a list of desirable options and the proposals will be evaluated based on overall value and the solution, including equipment recommended, and how best the proposed solution will meet the needs of the District at the best cost.

• Color printing capability
• Copy, Print, Scan
• At least 25 pages per minute
• 8.5 x 11 Paper Drawer
8.5 x 14 Paper Drawer
Optical Character Recognition Software
Secure Printing
Secure LOGIN User Authentication/ID Card Authentication (3xLogic/Infinias Access Software is the District’s existing proximity card system so it is desirable for the equipment to be compatible with this system to function properly)

**Category 4: Plotter for GIS**

Respondents may respond separately for a GIS plotter. This plotter will be used for a variety of large format printing, including but not limited to; large color format maps for field use and posting at fire stations, community outreach posters/banners and training materials, and engineering drawings.

The following specifications are a list of generally desirable specifications so that respondents can appropriately recommend the best equipment for the District in the proposals. The list is not an exhaustive nor is it a list of minimum qualifications. The following is a list of desirable options and the proposals will be evaluated based on overall value and the solution, including equipment recommended, and how best the proposed solution will meet the needs of the District at the best cost.

- Full Color
- Minimum 60 Inch wide
- Roll Feeder
- Automatic cutter
- Minimum 2400 x 1200dpi resolution

**Optional Support (Current Printers)**

We have several printers we are not removing/replacing due to the nature and service they provide with the systems they are connected to. We are allowing as an option to take on maintenance and support for these printers. We do have a few backup printers for immediate deployment due to a failure (HP 401Mdne). These printers are B&W/monochrome only. We also understand these systems are no longer available for sale.

- LaserJet Pro HP 401Mdne (15 units installed, we have two on hand for replacement)
- LaserJet 4350 (5 units with envelope feeders)
- LaserJet 4300 (1 unit with envelope feeder)
Locations, staffing, and system performance required for MFDs are generally as follows:

- **Headquarters**
  - FTE (120)
  - Number of Category 1 Machine—2
  - Number of Category 2 Machine—2
  - Number of Category 3 Machine—0
  - Number of Category 4 Plotter—1
  - HP Laserjet 4350 — 4
  - HP Laserjet 4300 — 1

- **Lark Avenue**
  - FTE (20)
  - Number of Category 1 Machine—1
  - Number of Category 2 Machine—2
  - Number of Category 3 Machine—0
  - Number of Category 4 Plotter —0
  - HP Laserjet 4350 — 1

- **Fire Stations (15)**
  - FTE (3-12 per location)
  - Number of Category 1 Machine—0
  - Number of Category 2 Machine—0
  - Number of Category 3 Machine—18
  - Number of Category 4 Plotter —0

- **County Communications Center**
  - FTE (3)
  - Number of Category 1 Machine—0
  - Number of Category 2 Machine—0
  - Number of Category 3 Machine—1
  - Number of Category 4 Plotter —0

- **McCormack Training Center**
  - FTE (3)
  - Number of Category 1 Machine—0
  - Number of Category 2 Machine—1
  - Number of Category 3 Machine—0
  - Number of Category 4 Plotter —0
The overall volume of printing District can be characterized using the metrics below:

- The District consumes 760 reams of paper monthly (this includes from printers we are not replacing but are optional support). Our Fire Stations print a sheet used for notes on-scene, thus the high volume of paper use.
- 30,000 are black and white copies (excludes optional printers)
- 10,000 are color, with an average saturation coverage of 20%
- We currently have a Canon C7055 along with two other Canon systems. Our needs have drastically changed over the past five years, which is why we are taking a more comprehensive approach. These systems have served us well.

The District Environment:

- The primary computer platform is Apple OS X.
- Our Community and Education Division would be the primary user of the high-end printing capabilities in color.
- There is no need for Air Printing capabilities.
- The Category 3 printers are more of a low-profile desktop style MFP mostly used at our Fire Station Sites and a few other locations.
- The GIS Plotter is primarily used for GIS based printing of maps, but is also used for other non-GIS oriented services. Having versatility is an advantage.
- Peak printing times are during business hours. With this proposal, it should easily handle the workload we have in the department.

Key Categories Comprising the Solution

General System Design and Functionality
Please include in your RFP response how the system design will address the needs identified in this solicitation, as well as anticipated needs identified by the Respondent. At minimum, the District requires scan, email, print, and copy functionality. There is no requirement for faxing or Air/Wireless Printing.

Equipment Type and Features
Please include in your proposal, the recommended ‘Best in Class’ device(s) for each Category type listed above with general equipment specifications. Only specifications listed in the Proposal will be considered.

Terms
Proposals are expected to be provided on a minimum 36-month term. Respondents are welcome to also propose 48 and 60-month terms. The District will choose which term best fits within our budgeting process.
Security

Please describe how your solution can enhance system security utilizing the following

- Badge readers or user code input
- User print tracking
- Other security features integrated into the equipment, as applicable

Service

- Describe Service Level Agreements (SLAs) available to customers under support.
- Indicate how service will be carried out.
- What service level agreement is your firm proposing in terms of response time for inoperative, malfunctioning, or defective equipment.
  (A minimum service level agreement for the District is a response time of 4 hours or less.)
- How many service providers are located within a 25-mile radius of the District?
- Are the repair staff employed directly by the respondent or are they sub-contracted?
- Are there fees for repairs? If so, please provide rates in an attachment included with the response.
- We prefer to have an all-inclusive program agreement separate from the rental agreement. When proposing the rental amount, do not include a quantity of copies included in your rental rate, but rather solely the rental rate of equipment.

Monitoring and Reporting Capabilities

- Please propose how remote access and monitoring is handled
- Please include in the proposal the type and frequency management reports will be run, and the type of reports that may be run on an ad hoc basis
- Indicate which reports can be run by District Staff and if any must be run by Respondent’s staff

System Management and Maintenance

- Please propose how routine maintenance is managed comprehensively for the District
- Reports to client on system/operational efficiencies

Implementation

- Please indicate your approach for transitioning to your equipment and system roll out.
- How long will full implementation take and what are the key milestones?
- Indicate any training that will be included in the solution proposed
- Vendor will NOT be responsible for removing old or current equipment.
- The Districts IT staff will be on-hand to help install and ensure compatibility and success of each deployment unit.
- Delivery will be to our Headquarters location as a means to simplify deployment.
• Headquarters and the Lark buildings are next door to each other. The stations are located throughout the Silicon Valley (South Bay Area).

Vendor Support Structure

• Please detail your organization’s support staff size and level of expertise for assigned staff. Please indicate the amount of training and years of experience supporting the systems and equipment that are part of the recommended solution.
• Please describe how support will be delivered to our locations (i.e. in person, remotely) and how many staff will be available to support the District on a given day, assuming that support staff may be covering other accounts in the local area.
• Please describe how equipment moves, additions, and changes are requested and fulfilled.
Minimum System/Service/Equipment Checklist

This table must be included with proposal and filled out for each individual bullet point for rating purposes:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Supported YES or NO</th>
<th>Comment/Indication of Limitations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Comprehensive System-wide Performance Requirements</strong></td>
<td></td>
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<tr>
<td>Manufactures have a service presence in the Bay Area</td>
<td></td>
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</tr>
<tr>
<td>Automatic Meter Reading for all MFP’s and Printers</td>
<td></td>
<td></td>
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<tr>
<td>Device Monitoring</td>
<td></td>
<td></td>
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<tr>
<td>User Print Tracking</td>
<td></td>
<td></td>
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<tr>
<td>Color printing capability</td>
<td></td>
<td></td>
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<tr>
<td>Secure Printing via badge scan</td>
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<td></td>
</tr>
<tr>
<td><strong>Category 1: Production System Performance MFP</strong></td>
<td></td>
<td></td>
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<tr>
<td>Color printing capability</td>
<td></td>
<td></td>
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<tr>
<td>Color Display Panel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum 3,000 Sheet Finisher and Multi-Position Stapler with hole punch options</td>
<td></td>
<td></td>
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<tr>
<td>At least 50 pages per minute</td>
<td></td>
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<tr>
<td>Postscript for MacOS</td>
<td></td>
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<tr>
<td>12 x 18 Full Bleed for Marketing Material (cut down to 11x17 for borderless)</td>
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<td>8.5 x 11 Tandem Drawer Minimum 2,000 Sheets</td>
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<td>11 x 17 Paper Drawer</td>
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<td></td>
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<tr>
<td>Handles 59lb. cover stock</td>
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<td></td>
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<tr>
<td>1,200 x 1,200 DPI Resolution</td>
<td></td>
<td></td>
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<tr>
<td>Dual Scan Single Pass Scanner</td>
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<td></td>
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<tr>
<td>Scan Preview available</td>
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<tr>
<td>One-Touch Scanning</td>
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<tr>
<td>Minimum 250 Sheet, Dual Scan Single Pass Scanner</td>
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<td></td>
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<tr>
<td>Optical Character Recognition</td>
<td></td>
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<tr>
<td>Ability to create shortcuts for Users on Panel</td>
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</tbody>
</table>

**Category 2: Mid-Range Functionality MFP**

<table>
<thead>
<tr>
<th>Color printing capability</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Color Display Panel</td>
<td></td>
</tr>
<tr>
<td>At least 50 pages per minute</td>
<td></td>
</tr>
<tr>
<td>Postscript for MacOS</td>
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<td>8.5 x 11 Paper Drawer</td>
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<tr>
<td>Minimum 100 Sheet, Dual Scan Single Pass Scanner</td>
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<tr>
<td>Optical Character Recognition</td>
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</table>

**Category 3: Desktop MFP**

<table>
<thead>
<tr>
<th>Color printing capability</th>
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<tbody>
<tr>
<td>At least 25 pages per minute</td>
<td></td>
</tr>
<tr>
<td>8.5 x 11 Paper Drawer</td>
<td></td>
</tr>
<tr>
<td>8.5 x 14 Paper Drawer</td>
<td></td>
</tr>
<tr>
<td>Optical Character Recognition</td>
<td></td>
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</tbody>
</table>
### Category 4: Plotter (GIS)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Color</td>
<td></td>
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<tr>
<td>Minimum 60 Inch wide</td>
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<tr>
<td>Roll Feeder</td>
<td></td>
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<tr>
<td>Automatic Cutter</td>
<td></td>
</tr>
<tr>
<td>Minimum 2400 x 1200dpi resolution</td>
<td></td>
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</tbody>
</table>

*Please provide detailed specifications and features included and associated with the plotter*

### Optional Printer Maintenance

*Please provide cost per month and what is included in this maintenance and service proposal for Additional identified printers.*
General Provisions

A. Notice to Respondents

This RFP and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between County Fire and any Respondent submitting a proposal; nor shall any information herein be construed as a representation or warranty on behalf of County Fire or as a statement on which the Respondent may justifiably rely in executing a contract. All legal rights and obligations between the Apparent Successful Respondent and County Fire will come into existence if and only if a contract is approved by the Fire Chief and the same is fully executed by the parties. The legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in such fully executed agreement.

Each Respondent submitting a response to this RFP agrees that the preparation of all materials for submittal to County Fire are at the Respondent’s sole cost and expense and County Fire shall not, under any circumstances, be responsible for any costs or expenses incurred by a Respondent in that regard. In addition, each Respondent agrees that all documentation and materials submitted with a response shall become and remain the sole and exclusive property of County Fire and as such County Fire shall have the right to produce those documents and materials pursuant to a California Public Records Request.

County Fire is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If trade secret or proprietary information is contained in documents or other information submitted by a Respondent in response to this RFP, and Respondent expressly claims that such information falls within one or more CPRA exemptions, Respondent must clearly mark each page containing such information “CONFIDENTIAL AND PROPRIETARY” and identify the specific lines containing the confidential information on each document before submitting the information to County Fire. In the event of a CPRA request for such information, County Fire will make reasonable efforts to provide notice to the Respondent prior to such disclosure. If Respondent contends that any documents or information contained therein are exempt from the CPRA and wishes to prevent disclosure, Respondent is required at Respondent’s sole cost, liability and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County and provide County Fire proper legal notice of same at least two (2) days before the County Fire deadline to respond to the CPRA request. If Respondent fails to obtain such a remedy before County Fire responds to the CPRA request, County Fire, may at County Fire’s sole discretion, disclose the requested information and County Fire shall not be liable or responsible for such disclosure to Respondent or to anyone else. Respondent represents, warrants and agrees that it shall defend, indemnify and hold County Fire harmless for, from and against any and all claims, allegations, costs, expenses, damages, losses, injuries, litigation costs and attorneys’ fees that may or do result from denial by County Fire of a CPRA request for any information provided by Respondent or any of its representatives, employees, affiliates, contractors, consultants, agents or assigns, or the failure to release any information as a result of or arising out of any representation, action or inaction by Respondent or Respondent’s contractors, consultants, affiliates, assigns, employees, agents or representatives.

In addition, County Fire may require any Respondent, at County Fire’s sole option, to execute an indemnity agreement in favor of County Fire, in a form acceptable to County Fire in its sole and absolute discretion, in which Respondent shall execute said agreement before County Fire responds to a CPRA request. If Respondent fails to sign such indemnity agreement, then County Fire is under no obligation to not disclose Respondent’s information in response to a CPRA request and shall not be liable to Respondent or any third parties for such disclosures.
County Fire reserves the right to accept or reject any or all RFP responses, to modify the terms of the RFP (including the bid process), to negotiate with one or more RPF Respondents and/or to issue a new RFP at any time.

B. Protest Process

The Procurement Lead will send an email to all proposers informing each of the proposal(s) that was/were selected and/or deemed to be a finalist. A proposer whose proposal was not selected or not deemed to be a finalist may file a written protest within five (5) business days of issuance of the email.

1. Filing a Protest
The protest of an award must be in writing. The following must be written on the cover of the protest: “Protest Relating to Printing and Duplication System and Service”. The written protest and all supporting documentation must be emailed, hand-delivered or otherwise sent to the designated Fire District staff so that it is received no later than 5 p.m. of the fifth business day after the email notifying proposers of the Fire District’s selection. Any protests not received by the deadline or sent to any person other than the designated Fire District staff may be rejected or dismissed by the Fire District’s sole discretion. A business day shall be defined as Monday through Friday 8:00 a.m. to 5:00 p.m. except for Fire District holidays.

2. Contents of Protest
The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the protester; (2) signature of the protester or its representative; (3) clearly state the grounds for the protest as set forth below and the evidence and/or credible allegations supporting each ground; (4) copies of any relevant documents; and (5) the form of relief requested. Protests should be concise and logically arranged. The protester may not present any additional grounds or arguments for protest after submission unless requested by the Fire District. All protest documents are considered a public record.

3. Grounds for Protest
Protests may only be based on one or more of the following grounds, and must be supported by evidence and/or credible allegations that the award recommendation is based on arbitrary and/or capricious actions, as follows:

   a. The protester believes there was an error made by Fire District officials or evaluation team members. A difference of opinion regarding the scoring or points to be awarded to a proposal in any or all categories does not constitute an error for protest purposes.
   b. The protester believes there was misconduct or impropriety by Fire District officials or evaluation team members.
   c. The protester believes there was abuse of discretion or process by Fire District officials or evaluation team members.

4. Protest Resolution Process

   a. Informal Review and Resolution by the Fire District

   The Fire Chief, or designee, will review a timely protest and attempt to
informally resolve it. The Fire Chief or designee may use all available resources and information, including soliciting information from, and revealing information to, other entities or sources in its attempt to informally resolve the protest.

If this attempt at informal resolution is unsuccessful, this shall be communicated to the protester. The protester may, within two business days, request that the protest be forwarded to an independent review officer (IRO). Upon receiving such a request, the Fire Department shall forward the protest to the IRO, notify the protester, and provide the IRO’s contact information to the protestor.

b. Formal Review by IRO
The IRO shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. The IRO may use all available resources and information, including soliciting information from, and revealing information to, other entities in its attempt to resolve the protest. The IRO may also contact the protester or Agency/Department, or conduct a hearing as needed or if required by law.

5. IRO Decision
The IRO will issue a written decision to the protester and the Fire District within 20 business days of receiving a protest. However, the time for decision may be extended by the IRO. The decision of the IRO may be appealed to the Fire Chief by either the protester or the Fire District official responsible for the procurement of the goods and/or services within two (2) business days of the issuance of the decision. The Fire Chief’s decision regarding the protest shall be binding upon the parties unless otherwise provided by state law.

6. Remedies
The remedies available pursuant to these procedures may include, but are not limited to, the reevaluation of proposals by the same or a new evaluation committee or the cancellation of a solicitation. However, no remedy may require the Fire District to execute a contract with any entity, which authority is solely reserved for the Santa Clara County Fire Protection District’s Board of Directors or an official with appropriate delegated authority.

C. No Binding Agreement
This RFP and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between County Fire and any Respondent even if selected, nor shall any information herein be construed as a representation or warranty by or on behalf of County Fire or as a statement on which the Respondent may justifiably rely in executing a contract. All legal rights and obligations between the successful Respondent and County Fire will come into existence if and only if a resulting contract is approved by the Board of Directors of County Fire, where necessary, and the same is fully executed by the parties. The legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the applicable fully executed purchase and sale agreement.

D. No Commitment
This RFP does not commit County Fire to award, nor does it commit County Fire to pay any cost incurred in the submission of any bid or response, or in making necessary studies or designs for the preparation
thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of an award of a purchase and sale agreement.

E. No Liability

Neither Respondent nor any of Respondent’s representatives shall have any claims whatsoever against County Fire or any of its respective officials, agents, or employees arising out of or relating to this RFP, a submission, a protest, a bid or response, County Fire’s selection of a Respondent and award or these RFP procedures, terms or conditions, except as otherwise expressly authorized by applicable California law.

F. Use of Electronic Versions of the RFP

This RFP is being made available by electronic means. If a potential Respondent receives the RFP by such means, then the potential Respondent acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the potential Respondent’s possession and the version maintained by County Fire, the version maintained by County Fire shall govern and control.

G. Prohibition of Gifts

County Fire officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms or corporations either engaged in business with County Fire or proposing to do business with County Fire. The offering of any gift may be grounds for disqualification. To avoid even the appearance of impropriety, Respondents submitting a proposal shall not offer any gifts or souvenirs, even of minimal value, to County Fire officers, employees or advisors.

H. Miscellaneous Terms.

1. Form of Proposal. No oral, telephone, facsimile, or electronic responses will be accepted;
2. County Fire Rights. County Fire may, at its sole discretion, do any or all of the following:
   a. Reject any or all bids or responses, without indicating any reason for such rejection;
   b. Waive or correct any minor or inadvertent defect, irregularity or technical error in any response or bid or the RFP or its process, or as part of any subsequent agreement negotiation;
   c. Request that Respondents supplement or modify all or certain aspects of their bids or responses or other documents or materials submitted;
   d. Terminate the RFP at any time (even after Respondent Notice has been issued), and at its option, issue a new RFP or not;
   e. Extend a deadline or modify a schedule specified in this RFP, including any of the RFP deadline submission dates;
   f. Modify in the final purchase and sale agreement any terms and/or conditions described in this RFP and amend an executed purchase and sale agreement at County Fire Board of Directors discretion;
   g. Terminate failed negotiations without liability, and negotiate with other Respondents;
   h. Negotiate with any or none of the Respondents;
   i. Disqualify any Respondent on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the response or bid or other data available to County Fire;
   j. Eliminate, reject or disqualify a Respondent who is not a responsible Respondent or fails to submit a responsive proposal as determined solely by County Fire; and,
   k. County Fire may, at its sole election and without liability or obligation, terminate this RFP at any time for the convenience of County Fire.