



PURCHASING DEPARTMENT

135 Van Ness Avenue, Room 123
San Francisco, Ca. 94102

T 415.241.6468
F 415.241.6487

WWW.SFUSD.EDU

REQUEST FOR PROPOSAL

REPROGRAPHIC SERVICES RFP 2012

RFP No. 61-311050030-17

PRE-BID CONFERENCE

San Francisco Unified School District
2nd Floor Conference Room #210
135 Van Ness Avenue
San Francisco, CA 94102

DATE AND TIME

August 14, 2012 - 10:30 A.M.

MAIL OR DELIVER PROPOSAL TO

San Francisco Unified School District
Purchasing Department
IFB No. 61-311050030-17
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

PROPOSAL DUE DATE AND TIME

August 21, 2012 - 2:00 P.M.

-
- Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
 - As a requirement of this solicitation, offerors are required to respond according to the instructions contained in the IFB. Offers will respond utilizing the format, forms and other criteria indicated in the IFB.
 - Offers responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District reserves the right to refuse all proposals.
 - Proposals transmitted by facsimile, email or other electronic communication will not be considered. Proposals received after the due date and time will not be accepted.
 - To preserve the integrity of the IFB, the contractor is requested not to contact any District employee for information pertaining to the IFB, other than the purchaser of the solicitation, Section-98.

SCHEDULE FOR AWARD

DATE

| | |
|---|------------|
| RFP Submitters Questions Deadline (5:00 PM) | 08/07/2012 |
| RFP Pre-Bid Conference (10:30 AM) | 08/14/2012 |
| RFP Due and Opening Date (2:00 PM) | 08/21/2012 |
| *Board of Education Submittal | 09/12/2012 |
| *Board of Education Meeting | 09/25/2012 |
| Contract Proposal Award (Approximately) | 09/28/2012 |

Note: All times and dates are approximate unless indicated (*)

TABLE OF CONTENTS

PAGE

| | |
|--|-------|
| RFP Cover Sheet | 1 |
| Schedule for Award | 2 |
| Table of Contents | 2 |
| Checklist of Required Submittals | 2 |
| General Terms, Conditions, Instructions and Information for Offerors | 4-11 |
| General Information | 12-17 |
| Description of Services | 18/19 |
| Proposal Format | 20/21 |
| Evaluation and Award | 22/23 |
| Rate Response Form | 24/25 |
| Sample Basket of Items | 26 |
| Special Conditions General Information | 27-32 |
| Acknowledgement Statement | 33 |
| Purchase Agreement Proposal Form | 34 |

CHECKLIST OF REQUIRED SUBMITTALS

Offerors are required to submit the below information:

| | |
|---|---------|
| Cover Sheet (Purchase Agreement Proposal) | Offeror |
| Table of Contents | Offeror |
| Required Forms | Offeror |
| Narrative of Company and Services | Offeror |
| List of Personnel | Offeror |
| Experience | Offeror |
| References | Offeror |
| Other Information | Offeror |
| Consumer Price List | Offeror |

PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)

RETURN ONE SIGNED COPY OF THIS PAGE AND THE BID SHEET.

PRE-BID CONFERENCE AT 10:30AM, August 14, 2012

BIDS WILL BE OPENED AT 2:00 PM, August 21, 2012

**AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
135 VAN NESS AVENUE, ROOM #210
SAN FRANCISCO, CA 94102
TEL: 415-241-6468**

BID NO: 61-311050030-17

DATE: July 10, 2012

DELIVER BID, properly executed, to Purchaser, prior to opening time, in sealed envelope with Purchase Agreement Proposal Number and Commodity inscribed hereon.
(Include one signed copy of Page 1; retain Bidder's Duplicate copy for your file).

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES (See Section 33)

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to provisions of Section 23 and 27 on Page 6, all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals, general conditions, special conditions and bid sheet all which are made a part of the purchase agreement, when authorized by *Purchase Orders, Revolving Fund Orders, or Encumbrance Requests.*

Name under which business is conducted _____

Business Street Address _____ Tel: _____

_____ City State Zip Code

IF SOLE OWNER, sign here:
I sign as sole owner of the business named above.

IF PARTNERSHIP, sign here:
The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One or more partners sign)

IF CORPORATION, execute here:
The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.
Corporate Name _____

Signed _____ Title _____

Signed _____ Title _____

Incorporated under the laws of the State of _____

Do you have an affirmative Action Policy? _____

GENERAL TERMS, CONDITIONS, INSTRUCTIONS AND INFORMATION FOR OFFERORS**INTRODUCTION**

The San Francisco Unified School District and San Francisco County Office of Education (District) is the school district for the City and County of San Francisco and serves approximately 50,000 students at its elementary schools, middle schools, high schools and childcare sites. In addition to the District's administrative headquarters at 555 Franklin Street, there are several administrative sites located within the City.

DEFINITIONS

1. "Purchaser" means Supervisor of Purchasing Department, San Francisco Unified School District. "District" means San Francisco Unified School District. "Contractor" means bidder to whom award is made.

PURCHASE AGREEMENT PROPOSALS

2. The Purchaser will furnish blanks for Purchase Agreement Proposals. Bids to receive consideration must be delivered prior to time set for bid opening.
3. Prices should be clearly written by typewriter or pen and ink.

BONDS

4. Before the acceptance of any Purchase Agreement Proposal, the Purchaser may require the bidder to file a corporate surety bond for the faithful performance of the contract. Bonds are subject to approval of the Fiscal Officer as to sufficiency and qualifications of sureties.

ALTERNATES

5. When the name of manufacturer, brand, or make, with or without model number, is used in describing any item in Purchasing Agreement Proposal, bids for equal articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered would be assumed to be the specific articles named in the proposal. If not offering the specific article named, bidder should enclose with bid full information, specifications and descriptive data on items offered.
6. The Purchaser reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the Purchaser to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless bidder notes exceptions, the article offered will be assumed to be in accord with specifications.

SAMPLES

7. Articles offered, as equal to District sample must fully conform thereto; said District samples may be inspected at the place designated by the Purchaser.
8. Samples must be furnished as required by Purchase Agreement Proposal. Those submitted by successful bidders may be retained for testing or checking against deliveries, in which case allowance will be made to contractor.

9. Each sample shall be plainly marked in a durable manner with the name of the bidder; the Purchase Agreement Proposal Number, and the item number.
10. Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. The Purchaser will determine sufficiency of sample.
11. Sample shall not be enclosed with Purchase Agreement Proposal, and Purchase Agreement Proposal shall not be wrapped in package with sample.

DELIVERIES

12. F.O.B. destination in San Francisco, INSIDE DELIVERY, unless otherwise specified.

PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT

13. Articles and services covered by this proposal must comply with applicable laws, ordinances, and other legal requirements, including (among others) the Safety Orders of the California Division of Industrial Safety.
14. Should any questions arise as to the meaning and intent of the Purchase Agreement, the matter shall be referred to the Purchaser, who shall decide the true meaning and intent of the Purchase Agreement, and his decision shall be final and conclusive.
15. Purchase Agreement awarded under this proposal may be assigned only with the approval of the Purchaser. See item #42 for additional details.

INFRINGEMENTS – INDEMNIFICATION

16. The contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits.
17. The Contractor agrees to hold the San Francisco Unified School District harmless from any and all claims and liabilities for damage to all persons, including but not limited to employees of the contractor arising out of and in the course of the performance of this agreement.

INSPECTIONS

18. All articles shall be subject to inspection and acceptance or rejection by the Purchaser.

FAILURE TO DELIVER

19. When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond if bond has been required.

PRICE LISTS – DISCOUNTS FROM

20. When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the contract be paid for such article or service the excess

price will be charged to and collected from the contractor or sureties on his bond will be required.

21. Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an over-all basis with the specified price list.
22. Price list in effect at time order is placed will apply provided Contractor gives Purchaser ten (10) days advanced notice of any price increase. Unless otherwise provided herein, if a price change occurs which is not reflected in a revised price list with discounts remaining firm, a different pricing method may be established by mutual agreement which will accomplish substantially the same result, or if agreement cannot be reached, the Purchase Agreement may be terminated by either party.

ITEM, AGGREGATE BIDS

23. Any bidder may bid separately for any item unless otherwise provided.
24. Bidders may make offer for award in an aggregate of several or all items.

OPENING OF BIDS

25. The Purchaser will open bids at the hour and place stated in the advertisement in the presence of all bidders who attend.
26. Bidders may inspect the bids after tabulation.

FIRM PRICES

27. Prices/quotations must be firm and shall be in effect for a period of not less than 90 days from the date of bid opening. Upon award, prices will be in effect for the term of the contract.

AWARDS

28. The Purchaser may make awards on separate items or in an aggregate of several or all items.
29. The Purchaser reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding.

CASH DISCOUNTS

30. Cash Discounts will be taken into consideration in determining the low bid under the following conditions:
 - A. Discounts, if offered, must be for at least a 30-day period from receipt of materials or services in order to be considered in awarding bids. This does not preclude suppliers from offering discounts for lesser periods to expedite payments.
 - B. The discount period will start upon date of completion of delivery of all items on any order or other authorization certified by the Purchaser or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
 - C. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the District warrant or check.
 - i. Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the payment in accordance with the provision of 76/B and 76/C above, unless otherwise provided by bidder.

- ii. It is understood and agreed that no additional charge shall accrue against the District in the event that the District does not make payment within any time specified by bidder.

TAXES

31. The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in bid prices.

TERM BID – QUANTITIES

32. This is a term, indefinite quantity proposal. Unless otherwise specified herein, deliveries will be required and at times as ordered during the period of the contract. Estimated quantities are approximate only. The right is reserved to purchase any greater or lesser quantity, as the interests of the District may dictate, provided however, the Contractor will not be required to furnish a quantity over twenty five percent (25%) in excess of an estimate.
33. Requirements for use outside San Francisco may be excluded at the Purchaser's option unless otherwise provided in bid. Purchaser reserves the right to make minor purchases of articles from other than the Contractor when Purchaser determines that such articles are immediately needed or that it is obviously not practical to purchase against the contract.

PAYMENT

34. Payment by the District will be made monthly for services satisfactorily performed by the Contractor after receipt of properly documented invoices. It is understood and agreed that no additional charge shall accrue against District in the event that District does not make payment within any time specified by bidder.

TERM OF AGREEMENT

35. The first term of the contract shall be from July 01, 2012 to June 30, 2013. This contract may be extended for a period or periods of up to four (4) additional full years by mutual agreement.

TERMINATION

36. In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.
37. The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

ENTIRE CONTRACT

38. All of the agreements between the parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed here in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the Contract.

ASSIGNMENT

- 39. The Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District. The District's consent shall be by resolution of the Board of Education.
- 40. Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

- 41. The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the service required of the Contractor by the terms of this Agreement. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between the District and the Contractor. Terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Contractor's work only and not as to the means by which such a result is obtained.

INCIDENTAL AND CONSEQUENTIAL DAMAGES

- 42. The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from contractor's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

BUDGET AND FISCAL PROVISIONS

- 43. The Contract is subject to the budget and fiscal policies of the District. Charges will accrue only after prior written authorization certified by the District's Chief Financial Officer and any amount of the District's obligation hereunder shall not at any time exceed the amount certified for the purpose and periods stated in such advance authorization. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated, unless additional funds are appropriated. This Section shall control against any and all other provisions of the Contract.

CONFLICT OF INTEREST

- 44. Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:
 - A. Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years, has participated in bidding, selling or promoting this contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement violable by the District.
 - B. Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT

45. The Contractor understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Contractor also understands and agrees that the disclosure of such information violates state and/or federal law. The Contractor agrees that all information disclosed by the District to the Contractor shall be held in confidence and used only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

MODIFICATION OF AGREEMENT

46. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
47. The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:
- A. If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and
 - B. No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Director, Fiscal Services pursuant to Sections (35) and (36). No oral statements of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of this contract.
 - C. Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant contract modification must be executed by the District and the Contractor.

ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

48. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Purchaser who shall decide the true meaning and intent of the Agreement. The Purchaser's decision shall be final and conclusive.

AGREEMENT MADE IN CALIFORNIA: VENUE

49. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

LAWS AND REGULATIONS

50. Articles and services covered by this contract must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

SUBCONTRACTING

51. The Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed in the same manner as this Contract. No party on the basis of this Contract shall in any way contract on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and shall be void.

NON-DISCRIMINATION

52. Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

BANKRUPTCY

53. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it. The Contractor shall notify the District within ten (10) days of filing and bankruptcy petition under the Federal Bankruptcy Act

INSURANCE

54. Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:
- 38. Comprehensive General Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
 - 39. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
 - 40. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 each accident.
 - 41. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.
 - 42. Certificate of Insurance, satisfactory to the District, evidencing all coverage's above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.
 - 43. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.
 - 44. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:

- Name as additional insured the San Francisco Unified School District, its board, officers and employees.
- Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
- The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

CONTRACTOR'S DEFAULT

55. Failure or refusal of the Contractor to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Sections (36) & (37) herein. Such a termination shall not waive any other legal remedies available to the District.

FILING OF PROTESTS

56. Protests relating to the content of this Invitation for Bid (IFB/Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP must be filed by an "interested party" within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the proposing firms. The date of filing shall be the date of receipt of protests or appeals by the District.

All protest shall be filed in writing with the Director of the Purchasing Department, San Francisco Unified School District, 135 Van Ness Avenue, Room 123, San Francisco CA 94102. No other location shall be acceptable.

GENERAL INFORMATION**57. BASIS OF AWARD**

The basis of award shall be made to the responsible, responsive Offeror receiving the greatest number of evaluation points for percentage total ("price") and technical factors considered.

58. CONTRACT VALUE

The estimated annual contract value is \$460,000.

59. BID BOND

Accompanying each proposal shall be a cashier's or certified check payable to San Francisco Unified School District, or an original Bid Bond in the amount of 10% of the first term estimated Contract Value. Bond must be executed by a surety company, which has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition of limitation placed upon said check of any alteration of said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of that proposal under which said check or bond is submitted. Said check or bond shall guarantee that the vendor, if awarded the contract will execute and deliver required Contracts, Bonds and Insurance requirements.

Unsuccessful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon approval of the Board to the successful bidder. Successful bidder's cashier's check, certified check or bid bond will be returned within thirty (30) days upon full execution of all contract documents.

60. SEALED PROPOSALS

- A. The supplier must mail or otherwise deliver one (1) original and three (3) signed copies of the proposal (including all items indicated in the "Checklist of Required Submittals") to the District Purchasing Department as addressed herein.
- B. Late proposals will not be considered. A proposal is late if it is not delivered to the District Purchasing Department at or before the date and time specified herein as the due date and time of receipt for proposals.
- C. Proposals must be submitted in a sealed envelope bearing the Offeror's Company name, RFP number and proposal title clearly marked on the outside. The supplier's company name should appear on each page of the proposal.
- D. Unless otherwise specified elsewhere in the solicitation, proposals will not be accepted via transmittal by facsimile, email or other electronic communication equipment.
- E. All material submitted as part of a proposal will become the property of the District for use at its discretion.
- F. Authorized signatures are required. An individual authorized to bind the organization to the provisions of the contract must sign the proposal.
- G. The "Purchase Agreement Proposal" from this Request for Proposal shall be submitted as the cover sheet of each proposal.

61. CONSUMER PRICE LIST

The Offeror will provide a current Consumer Price List ("price list") for all services offered by its organization, the price list shall be submitted with the Offeror's proposal. The price indicated on the Offeror's price list less the submitted percentage discount, from the Rate Response Form, is the determination for amount the contractor will invoice the District for contract services. The price list will also be a factor in completing the Sample Basket of items.

- A. The price list can be computer generated or commercially printed material; include the Offeror's name and reference the RFP number; all services offered by Offeror with a price for each service. The price list must be an original copy and free of any ink or typed interlineations, alterations, or erasures. Printed materials, i.e. line cards, brochures, etc., will not be accepted. The District reserves the right to determine the acceptability of the pricing method offered.
- B. The Contractor will honor the price on advertised sale and or promotion items if less than the discounted value of the price list. Special sale offering (resulting in a price lower than the value of the price list), e.g. seasonal, inventory reduction, where specific products are offered to the general public, shall be made available to the District at the same advertised price.
- C. The Contractor may offer preferential pricing on any and all items included on the price list.
- D. Upon request, the Contractor shall supply to the District locations a price list, catalog, and literature. Such information shall be provided at no charge to the District.
- E. The Offeror will indicate (Check mark, Circle, etc.), on their price list, which items reflect pricing indicated on the Sample Basket of Items Form.

62. **RATE RESPONSE FORM**

The Offeror shall provide a percentage discount to the Rate Response Form. The category of services indicated are the most commonly used by the District for its daily operations. The Offeror will provide a flat percentage discount for all other category of services other than the commonly used services indicated.

- A. The Offeror's must submit their proposal on the Rate Response Form provided in this solicitation.
- B. The Offeror will enter a percentage (%) value in the space provided, total all values and divide by the number of categories, for an average amount. The price indicated on the Offeror's price list less the percentage discount, from the Rate Response Form, will determine the amount the supplier shall invoice the District for the contract categories of service.
- C. The Rate Response Form is not to be modified. Additions and/or deletions will not be considered and may be cause for rejection of the proposal as non-responsive.
- D. Response to any item of the Rate Response Form with terms such as "negotiable," "will negotiate," etc. will not be acceptable.
- E. Percentage number values will be stated in whole numbers (i.e. 50%), values stated with a fraction of the whole number thereafter (i.e. 50.25%) will be rounded to the nearest whole number (+/-).

63. **SAMPLE BASKET OF ITEMS**

The Offeror is required to complete the "Sample Basket of Items Form"; the Sample Basket of Items is informational and will provide the District with an idea of the relationship between the

Offeror's price list and the percentage discount being offered. The information will not be used as part of the evaluation as stated in the Evaluation and Award section of this solicitation.

- A. The Offeror's must submit their proposal on the Rate Response Form provided in this solicitation.
- B. The Offeror will include pricing from the their included price list; enter the percentage discount offered on the Rate Response Form; calculate as indicated; extend all items; and enter the total of all items.
- C. The Sample Basket of Items Form is not to be modified. Additions and/or deletions will not be considered and may be cause for rejection of the proposal as non-responsive.
- D. Response to any item, on the Sample Basket of Items Form, with terms such as "negotiable," "will negotiate," etc. will not be acceptable.
- E. The Offeror will indicate (Check mark, Circle, etc.), on their price list, which items reflect pricing indicated on the Sample Basket of Items Form.
- F. The District reserves the right, in the best interest of the District, to take in consideration the elements within the Sample Basket of Items, should more information be required then was offered in the overall technical and/or percentage evaluation.

64. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Modifications to or withdrawal of proposals may be allowed only if received prior to the due date and time for receipt of proposals. No changes to or withdrawals of proposals will be permitted after the date and time for receipt of proposals specified in the solicitation.

65. QUESTION AND EXPLANATION

Questions and Explanations regarding this proposal must be submitted in writing and delivered, mailed or faxed to the purchaser as addressed herein. Any correspondence related to this solicitation shall reference the RFP number and appropriate condition number.

Questions and Explanations regarding this RFP shall be directed to:

Purchasing Department
Richard Neipling, Purchaser
San Francisco Unified School District
135 Van Ness Avenue, Room 123
San Francisco, CA 94102
Telefax: (415) 241-6487

The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The request for questions and explanations must be received by the District Purchasing Department no later than the close of business day, August 08, 2012.

66. RESPONSE / QUESTION AND EXPLANATION

Response for questions for explanations shall be by written notice sent to all known recipients of the RFP. To the extent practicable, the District shall give such notice to all interested parties, but shall not be responsible to those parties for receipt of the information. It is the supplier's

responsibility to ascertain prior to submittal that he/she is in receipt of any or all correspondence to the solicitation.

If an Offeror fails to notify the District prior to the submittal deadline of an error in the Offeror's proposal, such proposal shall be submitted at the Offeror's own risk, and if a contract is awarded as a result of such proposal, the Offeror shall not be entitled to additional compensation by reason of the error or its later correction.

67. ERRORS AND AMBIGUITIES

Offerors must read the Request for Proposal thoroughly. Any ambiguity, conflict, discrepancy, omission or other errors in the RFP must be reported in writing to the Purchasing Department, the address located in Section (10) Questions & Explanation.

68. SOLICITATION AND RESPONSIVENESS OF OFFEROR

- A. The solicitation requirements have been established to obtain full and accurate representation of the Offeror's responsiveness and responsibility, which will enable the District to evaluate proposals and award contracts for the services requested. The District, in its sole discretion, will determine responsiveness and final evaluation results for this RFP as provided herein.
- B. All responses to this RFP shall be subject to verification by the District. Any proposal that contains material or information that cannot be verified or otherwise confirmed, for purposes of determining responsiveness to the solicitation, may result in rejection of the proposal.

69. SELECTION FOR AWARD OR REJECTION OF PROPOSALS

- A. Selection for award and execution of contracts will be accomplished in accordance with California Public Contract Codes and the District Purchasing regulations, policies, procedures, and the terms and conditions of this solicitation.
- B. The District will award a contract resulting from this solicitation to the responsible supplier whose proposal, conforming to the solicitation, will be most advantageous to the District, cost or price and other factors, specified within this solicitation considered.
- C. The District may (1) reject any or all proposals if such action is in the District's interest, (2) accept other than the lowest proposal, and (3) waive informalities and minor irregularities in proposals received.
- D. The District may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the supplier's best terms from a cost or price and technical standpoint.
- E. This solicitation does not obligate the District to pay any cost incurred in the preparation or submission of such proposals, or to contract for service.

70. RESPONSIBLE PROSPECTIVE CONTRACTORS

- A. District contracts shall be awarded only to prospective contractors who the District determines to be responsible. After determination of an successful Contractor, the District may make inquiries or require additional information from a prospective contractor.
- B. Failure of an Offeror to promptly supply information in connection with a District inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the Offeror.

- C. In order to determine responsibility of a prospective contractor, the District may require Offerors to supply additional information or documentation and inspect equipment and/or facilities.
- D. To be determined responsible, a prospective contractor must:
- i. have adequate financial resources to perform the contract or the ability to obtain them;
 - ii. be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
 - iii. have a satisfactory performance record;
 - iv. have a satisfactory record of integrity, and business ethics;
 - v. have the necessary organization personnel, experience, accounting and operational
 - vi. controls, and technical skills, or the ability to obtain them;
 - vii. have the necessary equipment and facilities or the ability to obtain them; and
 - viii. be otherwise qualified and eligible to receive an award under applicable Laws and Regulations.
 - ix. A contract will NOT be awarded to any Offeror who is determined by the District to be a non-responsible prospective contractor.

71. **CERTIFIED COST OR PRICING DATA**

An Offeror is required to certify that any cost or pricing data submitted were accurate, complete and current as of the proposal due date. The Offeror shall do so in signing the "Acknowledgement Statement".

72. **PUBLIC INFORMATION**

All submitted proposals and proposal information are considered confidential until notice of intent to award is issued. After the notice of intent to award is issued, proposals will become public information. *Properly marked proprietary information* supplied by an Offeror in response to an inquiry by the District relating to responsibility will not be disclosed or available to the public. Proprietary information of the type not subject to public review includes Offeror submittals of: financial statements, tax records, personnel/personal information, etc.

73. **NOTICE OF INTENT TO AWARD**

Unless the contract is exempt from this requirement at least ten (10) days prior to formal award of a contract, a Notice of Intent to Award will be issued listing the name and address of the successful Offeror.

74. **AUTHORITY**

The District Purchasing representative whose name appears within this solicitation has authority to act as agent for the District. Offerors are cautioned that instructions or interpretations contrary to the provisions of this solicitation, which are received from employees not specifically designated herein to act in this matter, are not valid or binding on the District.

75. **NO BID/PROPOSAL RESPONSE**

If a proposal is not to be submitted, the face page of this solicitation should be returned to the issuing office and marked "NO BID". Failure to submit a no-bid proposal response may be cause for removal of your firm from the mailing list on future solicitations for similar products or services.

76. **BUSINESS LICENSE**

The supplier must have a valid California Business License at the time designated in the solicitation for due date of proposals. Acceptable evidence that the supplier possesses a valid California business license may include any one of the following:

- A. Copy of the California business license.
- B. A cancelled check that demonstrates payment for the California Business License fee.
- C. A copy of the California Business License application with a receipt stamp from the State's Business License Office.
- D. A sworn notarized affidavit that the supplier has applied and paid for the California business license.

DESCRIPTION OF SERVICES

The District is seeking proposals for Document Reprographic, Distribution and Archive Services. The intent of this solicitation is to bringing all District sites under one umbrella to utilize the same contract with aggressive discounts based on overall volume.

The services of this solicitation will primarily be used by the District's Facilities Design & Planning and Bond Office Departments ("Facilities Department"). The services will also be made available to the District's other Administrative and School locations.

The successful contractor must be able to respond to have adequate financial resources to perform the contract; be able to comply with the contract performance schedule taking into consideration all existing other business commitments; have a satisfactory performance record; have a satisfactory record of integrity and business ethics; have the necessary organization personnel, experience, accounting and operational controls, and technical skills; have the necessary equipment and facilities, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

In responding to the Request for Proposal ("RFP") the prospective Offeror will be required to include; a narrative of services, references, experience, price list, percentage discounts, and a sample basket of items. The information will be used to evaluate the Offeror's proposal in compliance to the RFP's essential requirements.

In order to achieve the objectives of this solicitation, the prospective Offeror must be able to provide a minimum of the below services.

- | | |
|---|---|
| • Pick-Up and Delivery | • Small Document Processing |
| • FTP Storage/Staging Platforms | • Color Copying |
| • Digital Document Management & Distribution System | • Cad Plotting |
| • File Format Conversion | • Color Plotting |
| • Scanning & Archiving to CD/DVD or other Media | • Large Format Digital Color Copying |
| • Plain Paper Copying | • Small Format Digital Color Copying |
| • Large Document Copying | • Small Format Digital Prints [Black & White] |
| • Binding | • Mounting |
| • Diazo Prints (Blue & Black Line) | • Laminating |

Please review this solicitation carefully; the District will not be responsible for any errors or omissions on the part of the Offeror in submitting a proposal.

The successful contractor must be bonded and have the equipment, software, staff and experience to electronically convert printed documents to non-alterable, high-resolution TIFF and PDF files that are stored at the contractor's place of business as a project document collection, available for viewing and ordering prints over the Web as well as off-site.

The software used for this purpose must include tracking tools, have the ability to print reports, have communication and automatic update features and user controls that are compatible with Microsoft Windows 2000, XP, and upgradeable to Vista (2007 release) protocols and user interface. The software shall have the ability to upload and download electronic documents and communications through an FTP (file transfer protocol) repository site located on the Internet.

The contractor shall offer this feature and be responsible for maintaining the software, license, hardware and support for the FTP site and also provide secure connection measures with SSL browser encryption and firewall protection. The location will be accessible using an FTP client and Internet Browser compatible with Microsoft Windows 2000, XP, and upgradeable to the latest version (Windows 7).

As each project progresses from schematic design through as-built documents, the drawing archive will be built and accessed with password privileges and permissions that are controlled by the District Departments. The system must have the ability to restrict/control access to contacts by setting passwords that can be changed when needed. Controlling document access and keeping plans organized and current at all times are critical. The historical record of the plan development is equally important as tracking user access at each phase of the document development.

The online plan room must store scanned images or conversions with the correct rotation and with the ability to produce the best print quality possible. The contractor will work with the Facilities Departments on the project file size, naming conventions and the directory structure. The online plan room must include a maintenance feature; as files are updated or replaced, a report will need to be generated to determine what documents were posted and whether the posted documents are complete and the most current set available.

The document control and administrative features must help the District Departments facilitate the oversight, cost containment and productivity issues. Broadcasting of updates should be handled through e-mail, Telefax and other methods as appropriate.

The system used must maintain a "most current set" to avoid inaccurate distributions or out-of-date documentation, and to avoid having to compile a set of "as-builts" at the close of each project. The system must have the flexibility to allow downloading images from a secure FTP site, ordering half-size prints, burning images onto a CD/DVD or other media. The contractor will work with the District Departments and Project Managers on the schedule of tasks, estimated costs for services and the types of documents to be archived.

The document archiving service will reflect the cost of purchasing plans by various users throughout the course of the project. The contractor will work with the District Departments in preparing an invitation to bid system that takes interested parties directly to the appropriate plan room. The system must allow the viewing and ordering of drawings available the moment an invitation to bid is issued. The contractor will coordinate, with the District Departments, the bidding process including notices and issue of initial bid sets and addenda, change orders, etc. All such items will be compiled online, tracked and delivered by the successful contractor.

Document Archive is a key feature being sought by this solicitation; as documents are posted to the plan room and the project progresses along, the project archive is being constructed. Upon project completion, the District Department will determine if the final recorded documents need be preserved in their plan room state for continued use by the District Department or have the images burned onto CD/DVD or other electronic media for offline storage or transfer.

Daily data backup, redundant servers and other failsafe procedures must be in place. The contractor should archive this data at their facility and also have a duplicate, of the data, at an off-site location. Security features must include anti-virus software that will protect data from Viruses, Worms and Trojans. Conventional printing and delivery must also be available from the contractor.

The Contractor will provide any additional production support required to the District using radio-dispatched vehicles or similar courier/messenger services for pick-up and delivery. All pick-up and delivery services will be provided to the District's consultant offices via Contractor dispatch organization or similar courier/messenger services and will be charged at standard messenger rates.

PROPOSAL FORMAT

77. Offerors should read this solicitation carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the Request for Proposals (RFP). Proposals submitted on other than the prescribed forms contained in this RFP will be rejected. Offerors may copy the forms contained in the RFP for use in their proposals, but substitute forms or formats are unacceptable.

78. PROPOSAL SUBMITTAL FORMAT / REQUIREMENTS

To ensure that proposals are evaluated fairly and that comparisons between proposals can be easily made, proposals must be submitted in the specified format. Proposals submitted in any other format (i.e. line cards, brochures, etc.) may be rejected as non-responsive. The following information is required and must be submitted using the following numbering system; 78/A, 78/C1, 78/C2, etc. and in the following order. The Offeror's proposal shall be brief, but precise, and consist of not more than forty (40) pages including the required documents.

A. Cover Sheet:

The "Purchase Agreement Proposal" form, properly executed, will serve as the Offeror's cover sheet.

B. Table of Contents:

Include page numbers in the table of contents and number pages throughout the proposal.

Required Forms In The Following Order:

- Purchase Agreement Proposal Form
- Rate Response Form
- Sample Basket of Items Form
- Acknowledgement Statement
- Addendum (if any)
- California Business License (Copy)
- Bid Bond

C. Narrative of Company and Services:

Include, in narrative form, a brief but precise description of the services your company is able to provide in relation to document reprographics, distribution and archive services.

The submittal should include and identify a minimum of the below requirements:

1. Describe the quality of the materials and pride of workmanship used in the daily course of doing business.
2. Identify the location of the Offeror's branches and/or offices.
3. Describe various options available to the District for invoicing of services to reduce the amount of time and materials involved in processing the invoices for payment.
4. Describe the distribution of hard copy documents. Include company vehicles and third party carriers.

5. Describe your company's ability to handle rush orders, if required.
6. Describe the functionality of the digital document management and distribution system in relation to bid proposals.
7. Describe the functionality of the FTP storage and staging platform.
8. Describe your company's ability to maintain, and archive electronic documents on and off the site.
9. Describe the security protocols in place for protection from viruses, worms, Trojans and other malicious intruders.
10. Describe your company's Quality Control and Quality Assurance plans and procedures.
11. Describe Disaster Recovery systems implemented and how the District will be prioritized in such an event.

D. **List of Personnel**

Describe your company's capacity and experience of key personnel who will be assigned to District projects. Include a description of the key personnel's interaction and guidance with the District's department/site in processing orders and conforming to applicable laws and regulations for the City of San Francisco and State of California.

E. **Experience:**

Include a brief description of the Offeror's experience, qualifications, awards and recognition received for providing similar services.

F. **References:**

Include a minimum of at least five (5) customers for which services have been performed within the past year. Include a contact name, address, phone and fax numbers, and email address for each customer on the list. Identify any customers on this list who have terminated their contract, and describe the circumstances.

G. **Other Information:**

Include any other pertinent information, which will allow the District to evaluate the Offeror's capacity to perform.

H. **Price List:**

The Offeror will provide a current price list for all services offered by its organization.

EVALUATION AND AWARD

79) **ADMINISTRATIVE EVALUATION**

The District Purchasing Department will perform an evaluation of administrative responsiveness to determine if Offerors have complied with the proposal requirements.

These include:

- A. The proposal was received on time.
- B. The correct number of copies was submitted, one (1) original and three (3) copies.
- C. The required submissions were included and completed in the format specified; in the correct order and on the correct forms, if applicable.
- D. The proposal forms were properly executed and signed.
- E. All material alternations or erasures, if any, were initialed by the signer of proposal.
- F. Proposals failing to comply with the above requirements may be declared non-responsive and eliminated from further consideration.

80) **EVALUATION CRITERIA**

All proposals determined to be acceptable in the evaluation of administrative responsiveness shall then be evaluated for both technical merit and price. The evaluation shall be based upon the weight of the following criteria:

| <u>CRITERIA</u> | <u>WEIGHT</u> |
|------------------------------------|---------------|
| 1.) Evaluation of Narrative | 30 |
| 2.) Evaluation of Experience | 25 |
| 3.) Evaluation of References | 15 |
| 4.) Evaluation of Price | <u>30</u> |
| TOTAL 100 | |

81) **EVALUATION OF PROPOSALS**

A Proposal Evaluation Committee (“Committee”) consisting of at least one analyst from the District’s; Purchasing, Facilities, Bond Office and Contract Compliance Departments, shall be established to score the proposals. Proposals shall be evaluated on a weighted scale with the intent of awarding to the Offeror whose proposal receives the highest total number of evaluation points, technical and price factors considered.

Technical evaluations shall be completed for each proposal, for each Offeror, independently by each analyst of the Committee, with no initial attempts being made to reach a scoring consensus. A Committee member may discuss the details and features contained in an offer, with other committee members, for the purpose of ensuring there is agreement about what is contained in an offer and/or to clarify parts of an offer which may be unclear.

The criterion from each proposal will be scored on a scale of 1-10. The total points for each criterion, submitted by all Committee analysts, shall then be multiplied by the weight of the criteria. The scores given to each proposal for price are not subjective in nature; the proposal with the

highest price shall be assigned the maximum price score and proportional scores will be assigned to the other Offeror.

The weighted calculations will be totaled to provide the overall total score of evaluation points, technical and price factors considered.

82) **SAMPLE EVALAUTION**

| <u>CRITERIA</u> | <u>EVALUATION POINTS</u> | X | <u>WEIGHT</u> | = | <u>SCORE</u> |
|------------------------------|------------------------------|---|---------------|---|--------------|
| 1.) Evaluation Narrative | 40 | X | 30 | = | 1,200 |
| 2.) Evaluation of Experience | 40 | X | 25 | = | 1000 |
| 3.) Evaluation of References | 40 | X | 15 | = | 600 |
| 5.) Rate Response Form | 40 | X | 30 | = | <u>1,200</u> |
| | | | TOTAL | | 4,200 |

REPROGRAPHIC SERVICES RFP 2012

RFP No. 61-311050030-17

(83) **RATE RESPONSE FORM**
(PERCENTAGE DISCOUNT)

| <u>SERVICE CATEGORY</u> | <u>PERCENTAGE</u> | <u>%</u> |
|---|--------------------------|-----------------|
| 1) Acetate Covers (Small Format B&W) | _____ | % |
| 2) Binding/Edge (Standard, Small Format B&W) | _____ | % |
| 3) Cad Plotting (PPC Bond, Large Format B&W) | _____ | % |
| 4) Collate/Machine (Small Format B&W) | _____ | % |
| 5) Copying (Small Format 8.5"X11", B&W (from Document Mqmt. System) | _____ | % |
| 6) Copying (Small Format, B&W) | _____ | % |
| 7) Copying (Small Format, Card Stock, 8.5"X14", B&W) | _____ | % |
| 8) Copying (Large Format, Half Size, PPC Bond, B&W) | _____ | % |
| 9) Copying (Large Format, PPC Bond, B&W) | _____ | % |
| 10) Copying (Large Format, PPC Bond, Color) | _____ | % |
| 11) Diazo Prints (Blueline / Blackline) | _____ | % |
| 12) File Conversion, Digital (TIFF to PDF or Similar Format) | _____ | % |
| 13) Folding (Small Format B&W) | _____ | % |
| 14) Image/Data Transfer To CD/DVD Media | _____ | % |
| 15) Laminating | _____ | % |
| 16) Mounting (Large Format) | _____ | % |
| 17) Mounting (Small Format) | _____ | % |
| 18) Scanning to CD/DVD Media | _____ | % |
| 19) Staple (Hand) | _____ | % |
| 20) Staple (Machine) | _____ | % |
| 21) Electronic Document Management Fee (Color Images) | _____ | % |
| 22) Electronic Document Management Fee (Drawings) | _____ | % |
| 23) Electronic Document Management Fee (Specifications, 8.5"X11") | _____ | % |
| 24) Transmittal Fee, Email | _____ | % |
| 25) Transmittal Fee, Fax | _____ | % |
| 26) Pick-Up Charge | _____ | % |
| 27) Shipping Preparation Charge | _____ | % |
| 28) Delivery Charge | _____ | % |
| 29) All Other Services (Not Including Above) | _____ | % |
| | TOTAL | _____ % |

REPROGRAPHIC SERVICES RFP 2012

RFP No. 61-311050030-17

AVERAGE _____ %

REPROGRAPHIC SERVICES RFP 2012

RFP No. 61-311050030-17

84) SAMPLE BASKET OF ITEMS

| | <u>DESCRIPTION</u> | <u>U/M</u> | <u>\$ UNIT PRICE LIST</u> | <u>% RATE RESPONSE FORM</u> | <u>\$ DISCOUNT AMOUNT \$</u> | <u>\$ NET DISCOUNT AMOUNT \$</u> |
|------|--|------------|-------------------------------|-------------------------------------|----------------------------------|--|
| 1) | Xerox B&W Copies - 8.5x11, Single Side, White, 20/lb. Bond | Each | \$ | % | \$ | \$ |
| 2) | Xerox B&W Copies - 8.5x11, Double Sided, White, 20/lb. Bond | Each | \$ | % | \$ | \$ |
| 3) | Xerox B&W Copies - 8.5x11, Single Side, Colored Stock, 20/lb. Bond | Each | \$ | % | \$ | \$ |
| 4) | Xerox Copies - 12x18, Single Side, White | Sq / Ft | \$ | % | \$ | \$ |
| 5) | Xerox Copies - 18x24, Single Side, White | Sq / Ft | \$ | % | \$ | \$ |
| 6) | Xerox Copies - 24x36, Single Side, White | Sq / Ft | \$ | % | \$ | \$ |
| 7) | Xerox Copies - 30x42, Single Side, White | Sq / Ft | \$ | % | \$ | \$ |
| 8) | Diazo Blueline/Blackline Prints - 24x36 | Sq / Ft | \$ | % | \$ | \$ |
| 9) | Diazo Blueline/Blackline Prints - 30x42 | Sq / Ft | \$ | % | \$ | \$ |
| 10) | Collate – Machine | Set | \$ | % | \$ | \$ |
| 11) | Binding / Edge | Set | \$ | % | \$ | \$ |
| 12) | Transmittal – Fax | Each | \$ | % | \$ | \$ |
| 13) | Transmittal – Email | Each | \$ | % | \$ | \$ |
| 14) | Wrapping Charge | Set | \$ | % | \$ | \$ |
| 15) | Data File Conversion (TIFF to PDF) | Set | \$ | % | \$ | \$ |

SPECIAL CONDITIONS**85. TRANSITION**

In order to provide a seamless transition and as a courtesy to the District, the existing and awarded contractor agrees to the following:

- A. The existing contractor, if not awarded, shall complete all projects currently in process as per the instructions of the order form. The District will retain access to all digital files residing on the existing contractor's server(s), and off-site archive(s), for a period of one-hundred and eighty (180) days. At the end of this period all digital files, for completed projects, residing on the contractor's server(s) will be downloaded onto hard disk CD/DVD or other media and forwarded to the District's requesting department/site. The existing contractor shall only charge the rate from their most recent contract for services and media.
- B. The District will retain access to all hardcopy originals and tracing residing at the existing contractor's facility(s) for a period of one hundred and eighty (180) days. At the completion of this period, all hardcopy originals and tracings, that were not delivered with the completed project, will be delivered to the District's requesting department/site.
- C. New projects shall be issued to the contractor awarded as a result of this solicitation. Projects are not to be split between the existing and awarded contractor.
- D. The criterion in this section is flexible, in respect that all parties can come to mutual agreement.

86) ORDERING PROCESS

Authorized District Department/Sites may utilize the services contracted herein. The successful contractor shall be responsible for ensuring compliance to all contract requirements (including contractual pricing) for all transactions made under this contract.

87) AUTHORIZATION

Authorized work to be performed will be accompanied by an order form from the District site. No work is to be performed without an order form and appropriate authorization.

88) INVOICES & RECEIPTS

Invoices must be presented in a way as to allow comparison to the Contractor's proposal (Rate Response Form) and current price list. The price list, less the percentage discount, will determine the value of the payment for the Contractor's invoice. Invoices must include a minimum of information, including: the current list price, percentage of discount and the net amount per line item, extension, and the name of the Project Manager, the Department/Site and Project description names. Delivery receipt (s) must accompany all invoices submitted. Invoices must be submitted in triplicate to the requesting department/site's invoice clerk. Invoices will be sorted/batched and submitted per location (department/site) for review, approval and payment.

- A. The order form and delivery receipt must accompany all invoices. The delivery receipt will detail a minimum of information; the scope of work performed, the District reference order/job number, pick-up/delivery date and time, requestor, and signature of the person receiving the work.
- B. It is understood and agreed that no additional charge shall accrue against District in the event that District does not make payment within any time specified by bidder.

89) ACCOUNTABILITY

The Contractor shall provide standard and/or a customized reports within (30) days after the end of each quarter, or as requested. The reports will include a minimum of data, as indicated below; the reports will be in a Microsoft Excel or similar format and will be forwarded either electronically or by hard disc (CD/DVD) to the appropriate invoice clerk as mentioned in Section (27/A). Reports and media will be provided at no additional charge to the District, the reports and media will remain the property of the District.

Report No. 1 - The report will include a summary of all invoice transactions. The report shall include a minimum of invoice data, i.e. current list price, percentage of discount, net amount per line item, category code, and item code, the name of the Project Manager, the department/site and project title names and delivery receipt information.

Report No. 2 - The report will contain a detailed inventory of all originals and tracings provided by the District. The report will include, but not limited to; job title, requestor, and date of last reproduction.

Report No. 3 - The report will contain a detailed inventory of all *digital format reproductions* provided by the District. The report will include, but not limited to; job title, requestor, and the date of last reproduction and file format.

90) **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS**

Contractor shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the District at the proposal price(s) quoted. The District shall not be obligated to purchase or reimburse the supplier for any inventory of any products should purchases vary from the estimates listed or if the contract expires or is terminated.

91) **TRANSPORTATION**

The Offeror must quote FOB Destination-Freight Prepaid & Added for all delivery and pick-up locations designated by the District for all transportation within the contract. The supplier must negotiate transportation charges with its messenger and/or courier services. The negotiated fee will be transferred to the District's invoice with no up-charge.

Upon request, the District may require the contractor to provide a copy of invoice(s) for messenger and/or courier services relating to District transactions.

92) **DELIVERY/PICK-UP & EXECUTION**

The Contractor must have a location within the San Francisco city limits to provide daily reproduction services, delivery and pick-up of materials, and for the convenience of will-call counter services.

- A. The Contractor must be able to process "RUSH" orders (at no additional cost to the District) with a 1-3 hour turnaround time, if requested by the District.
- B. The Contractor shall provide same-day reproduction service when required. Most jobs, however, will require 24-hour turnaround. If the Contractor requires more time than originally expected, the Contractor must notify the requesting party immediately and schedule a new delivery time. Additional time for delivery will be allowed to the Contractor for orders that require trimming to non-standard sizes. Any delivery not made within the requested service time, or not at all, will not be charged to the District. Failure to meet delivery requirements

shall be considered unsatisfactory performance and may be cause for the District to terminate this contract.

- D. All deliveries shall be made to the address location indicated on the order form, unless otherwise specified.
- E. The successful contractor will coordinate with the District Department/Sites to establish delivery and pick-up schedules.
- F. The District reserves the right to specify pickup and delivery times which are mutually agreeable to the Department/Sites and the contractor.
- G. All transportation charges for deliveries/pickups are to be prepaid to destination by contractor.
- H. Documents shall be delivered rolled and wrapped as directed by Department/Site when the order is placed.
- I. The contractor shall exercise a high degree of quality control so as to ensure the accuracy and completeness of all work prior to wrapping. Any work found to be unsatisfactory will be replaced by the vendor at no additional cost.
- J. The Contractor shall return original documents (tracings and specifications) to the originating site when the project is completed.
- K. When delivery schedule is longer than two days the vendor shall deliver completed document sets as they are completed. Supplier will not hold partial orders until completion unless specified on the order form.

93) **CONTRACTOR VEHICLES**

The Contractor shall at all times furnish and maintain a sufficient number of general service type vehicles to perform the work of this contract. All contract vehicles shall have the name of the Contractor prominently displayed and be currently licensed at all times. No vehicle shall be permitted entry on school premises unless authorized.

94) **DOCUMENT PROTECTION**

- A. Original documents (tracings and specifications) shall be adequately protected at all times while they are in the possession of the contractor and returned in the same condition as received.
- B. Satisfactory statements describing fire-proof storage facilities and insurance provided for damage to original documents (tracings and specifications) at vendor's facilities and in transit to and from Facilities Planning Design & Construction Section office and other state agencies' offices must be submitted with bids.
- C. Original documents (tracings and specifications) must not physically leave the contractors facility unless being return with the completed order, unless specified on the order form.
- D. The vendor shall not duplicate or allow for duplication or distribution the electronic data provided to the vendor or created by the vendor and may not provide said files for review or use to any third party without the written permission from District.
- E. The Contractor shall be responsible for the handling of all District furnished documents in a safe manner.

- F. Any damage to the District's property arising out of the Contractor's acts or omissions will be replaced at the Contractor's expense, to the District's satisfaction, without charge to the District. Replacements shall be made within 72 hours of the incident or the District may replace the damaged property and charge back the Contractor.
- G. The Contractor shall respond to a request for a pick-up within a reasonable length of time, depending on, the service level requested and the distance to the pick-up location. Request for pick-up and delivery maybe required several times during the business day.

95) **DOCUMENT PRINTING**

Operators having the required skills to produce the quality of work, which the District has the right to expect from a reputable firm, shall perform all work in the contractor's facilities.

96) **RENEWAL OF CONTRACT**

The contractor shall have the option to update the contract prior the annual renewal. The contractor will be required to submit an updated price list, indicating the changes, forty-five (45) days prior to the contract renewal date. The District and Contractor must agree in writing before the update price list is executed. In the event the contractor does not provide an updated price list, prior to the update deadline mentioned above, the District reserves the right to extend the contract in its entirety for the next contract term.

97) **QUALITY STANDARDS**

Any work done by the Contractor that does not meet the quality standards of the District, shall be corrected and resubmitted by the Contractor at no additional charge to the District.

- A. All reproductions must be neatly trimmed to trim lines and/or folded to dimensions designated by the District or the requesting Architect.
- B. The Contractor will provide storage for hardcopy originals and tracings, at no additional to the District. The Contractor will maintain a detailed report of the originals and tracings.
 - i. Originals, tracings and inventory report shall be the property of the District. The District reserves the right, at any time, to secure the originals, tracings and/or files.
- C. The Contractor will retain a duplicate copy of digital format reproduction files, at no additional charge to the District.
 - i. The Contractor will maintain a detailed report of the digital format reproduction files. The digital format reproduction files and inventory report shall be the property of the District. The District reserves the right, at any time, to secure the digital format reproduction files and inventory report.

98) **RESPONSIBLE PROSPECTIVE CONTRACTORS**

District contracts shall be awarded only to prospective contractors who are determined to be responsible. After determination of an apparent successful supplier, the District may make inquiries or require additional information from a prospective contractor relating to a determination of responsibility.

- A. Failure of a supplier to promptly supply information in connection with a District inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the supplier.

- B. In order to determine responsibility of a prospective contractor, the District may require suppliers to supply additional information or documentation, may perform on-site pre-award surveys, and inspect equipment or facilities.
- C. To be determined responsible, a prospective contractor must:
 - i. have adequate financial resources to perform the contract;
 - ii. be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
 - iii. have a satisfactory performance record;
 - iv. have a satisfactory record of integrity, and business ethics;
 - v. have the necessary organization personnel, experience, accounting and operational controls, and technical skills;
 - vi. have the necessary equipment and facilities; and
 - vii. be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- D. A contract will NOT be awarded to any supplier who is determined by the District to be a non-responsible prospective contractor.

99) **SOLICITATION AND RESPONSIVENESS OF OFFEROR**

The solicitation requirements have been established to obtain full and accurate representation of supplier responsiveness and responsibility, which will enable the District to evaluate proposals and award contracts for providing the services, requested. The Purchasing Department in its sole discretion will determine responsiveness and final evaluation results for this RFP as provided herein.

All responses to this RFP shall be subject to verification by the Purchasing Department. Any proposal, which contains material, or information, which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation, may result in rejection of the proposal.

100) **REQUEST FOR ADDITIONAL INFORMATION**

The District reserves the right to request additional information from the Offeror for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

101) **CONTRACT NEGOTIATIONS**

The District reserves the right to enter into Discussions with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the Offeror whose proposal is deemed most advantageous, whichever is in the District's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the District reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

102) **CONTRACT EXCLUSIVITY**

The provision of the Contract shall in no way prohibit the District from making incidental purchases from another supplier for the same commodities.

103) LEGAL COMPLIANCE

The Contractor shall at all times comply with the applicable laws, ordinances, rules and regulations of the Federal government, the State of California and the City and County of San Francisco and all governing agencies, Districts or other bodies, which have jurisdiction applicable to the direct and indirect acts of the Contractor in the performance of this contract. It shall be the responsibility of the Contractor to obtain, at its sole expense, any required permit(s) or license(s).

104) NON-APPROPRIATION

The District cannot obligate funds beyond any one fiscal year (July-June). Any contract awarded hereunder is therefore contingent upon the appropriation of sufficient funds and/or authority to carry out its conditions and agreements. Should funds not be available, the District may terminate such contract at the end of any fiscal year (June 30th) provided notice of such termination be given in writing at least thirty days (30) before the end of the fiscal year. Upon giving notice, the termination shall be effective without penalty and without liability to the District beyond the fiscal year in which notice is given. The District's decision as to what constitutes sufficient funding is final. The District's intent is to continue the contract for the full five (5) years, assuming mutual agreement by both parties, no breach of contract or unresolved dispute, acceptable level of service and sufficient fund availability.

105) PREVIOUS PERFORMANCE

Offeror is advised that the District reserves the right to reject a bid from an Offeror who cannot demonstrate the ability to provide the services required. Past service and delivery performance with an organization of similar size and scope of work is a factor in the determination for award. Offerors' past performance practices and service to the District will be examined. Offerors who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Offeror, thereby disqualifying the Offeror from the contract award.

106) TECHNOLOGY CLAUSE

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.

107) ADDENDA

Any interpretations, changes, additions, or deletions to this solicitation shall be made only by addendum duly issued. Addendum (s) shall be by written notice and mailed or telefaxed to all known recipients of the RFP. It is the Offeror's responsibility to ascertain prior to submittal that he/she is in receipt of any or all amendment(s) to the solicitation. The issued addendum (s) must be initialed, by the signer of the proposal, and returned with the Offeror's RFP response by the due date and time indicated.

If an Offeror fails to notify the District prior to the submittal deadline of an error in the Offeror's proposal, such proposal shall be submitted at the Offeror's own risk, and if a contract is awarded

as a result of such proposal, the Offeror shall not be entitled to additional compensation by reason of the error or its later correction.

Inquiries/Clarification is to be addressed to:

Richard Nepling, Purchaser
Purchasing Department
San Francisco Unified School District
135 Van Ness Avenue, Room 123
San Francisco, CA 94102
Fax: (415) 241-6487

ACKNOWLEDGEMENT STATEMENT

Please review all bid documents carefully; the District will not be responsible for any error or omission on the part of the Offeror in submitting a Proposal.

The undersigned hereby proposes and agrees to furnish and deliver the goods and or services as quoted in the accordance with the terms, conditions and prices herein quoted. The invoice payment is subject to a cash discount of _____ % and _____ days. Prompt payment discount for payments made within thirty (30) days after receipt of invoice may be considered in the award of contract as addressed in Section (76).

By signing below, I attest that I am an authorized representative/agent and that I am authorized by my signature to bind the organization to the terms and conditions herein. By signing, the Offeror represents that all of its statements, certifications, current cost or pricing date, representations, and other information supplied herein are true and correct as of the date of submittal of this proposal/offer. Obligations assumed by such signature must be fulfilled.

Company: _____

Address: _____

City, State, Zip Code _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

Email Address: _____
(Punctuate Accordingly if Case Sensitive)

Name: _____
(Please Print)

Title: _____

Signature: _____
(Hand Written Signature)

Date: _____

The Acknowledgement Statement must be completed and submitted with the Offeror's Proposal otherwise Offeror's submission will be considered non-responsive.