Request for Proposals for Multi-Function Digital Copier/Scanner/Printer and Managed Print Services

Proposal No. 160701

Response Due: Wednesday, August 3, 2016 at 2:00 p.m.
The Yucaipa Valley Water District (“District”) invites proposals from qualified, competent, knowledgeable, and experienced multi-function copier/scanner/printer vendors and managed print service companies that will provide full-service copier/scanner/print/fax equipment and managed print services and administer the duties and responsibilities set forth in this Request for Proposals (“RFP”), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a purchase agreement (“Agreement”) for the provision of equipment and services and duties as set forth in this RFP. Final approval of the purchase agreement will be made by the Board of Directors.

**Issue Date:** July 18, 2016

**Issuing Department:** Yucaipa Valley Water District – Administration Department
12770 Second Street, Yucaipa, California 92399

**Contact:** Vicky Elisalda, Controller
velisalda@yvwd.dst.ca.us
(909) 797-6416

**Response Due Date:** August 3, 2016, at 2:00 p.m.

Vendors are solely responsible for ensuring proposals are received by the District on or before the submittal deadline. Proposals must be received by the Yucaipa Valley Water District at the following address:

Yucaipa Valley Water District
Attn: Vicky Elisalda, Controller
12770 Second Street
Yucaipa, California 92399

One (1) signed copy, three (3) original copies; and one (1) digital/electronic copy version on a USB flash drive must be signed by a representative authorized to bind the company to the terms conditions and responses to this request for proposals. Proposals submitted by facsimile or email are not acceptable and will not be considered. The required proposals are to be submitted in a sealed package with the name of the vendor/company and RFP title clearly marked on the outside of the package.

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the Response Due Date specified
above will not be considered. Submitted proposals may be withdrawn at any time prior to the Response Due Date, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding vendor is solely responsible for all costs related to the preparation of the proposal.

The District reserves the right to reject all proposals and to waive any informalities or irregularities contained in any proposal. Receiving and/or acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the vendor who, in the District's sole discretion, is best able to perform the required services in a manner most beneficial to the Yucaipa Valley Water District.

Please submit requests for clarification of this Request for Proposal to Vicky Elisalda at velisalda@yvwd.dst.ca.us or at (909) 797-6416.
Table of Contents

Introduction ................................................................................................................. Page 5 of 16
Proposal Requirements .............................................................................................. Page 5 of 16
Evaluation Criteria ..................................................................................................... Page 11 of 16
Responsiveness of Proposals ................................................................................... Page 12 of 16
Selection Process ..................................................................................................... Page 12 of 16
Respondent Questions ............................................................................................. Page 13 of 16
Proposal Format ....................................................................................................... Page 13 of 16
Additional Terms ....................................................................................................... Page 14 of 16
Public Information Notice .......................................................................................... Page 15 of 16
Introduction

This Request for Proposals (“RFP”) is being issued by the Yucaipa Valley Water District (“District”) to solicit proposals for the purchase of multi-function digital copiers and managed print services. The District anticipates the purchase of up to four copiers summarized as follows:

- **Two (2) Administration Copiers** (Administration and Engineering) which are generally distinguished by a minimum black/white and color copying output speed of a minimum 60 pages per minute (ppm), and minimum single-pass, dual scanning speed of 150 originals per minute (opm). The additional features required for the Administration Copiers are included within this Request for Proposal.

- **Three (3) Departmental Copiers** which are generally distinguished by a minimum black/white and color copying output speed of 30 pages per minute (ppm) and minimum single-pass, dual scanning speed of 100 originals per minute (opm). The additional features required for the Departmental Copiers are included within this Request for Proposal.

The District is interested in retaining one vendor and acquiring a single brand for the various models purchased pursuant to this Request for Proposal. However, the District reserves the right to accept a proposal from one vendor for the acquisition of the multi-function digital Administration Copiers and from another vendor for the acquisition of the multi-function digital Off-Site Copiers. The District further reserves the right to accept multiple proposals or to accept portions of any one proposal as it sees fit.

Proposal Requirements

The Proposal should cover all costs and compensation based on an outright purchase and include monthly maintenance costs for supplies and service on a price schedule for a minimum of a sixty-month period. The Proposal should also provide a breakdown of costs for professional services, training, and maintenance not covered by the maintenance agreement, any ancillary equipment, delivery and installation, programming, assistance with network configuration, and hard wire installation. All supplies shall be included in the maintenance costs (drums, toner, developer, maintenance kits, cleaning kits, waste toner bottles, and staples).

The Yucaipa Valley Water District intends to reduce its current footprint of copiers/printers, moving and consolidating copier volume to the required multifunction copier/scanner/printer/fax machines as noted in these requirements. As such, the District requires:

A. **Minimum Equipment Specifications.**

1. Two (2) multifunction copier/scanner/printer/fax machines, **Administration Copiers**, are to be located at the Administration building at 12770 Second Street, Yucaipa. These two machines will be used by multiple departments and should be capable of black/white and color copying at a minimum output speed of a minimum 60 pages per minute (ppm), and a single-pass, dual scanning minimum speed of 150 originals per minute (opm). Folding requirements for the Administration Copiers shall be half-fold, center stable fold, and z-fold.

2. One (1) multifunction copier/scanner/printer/fax machine, **Departmental Copier**, is to be located at the Public Works building at 12770 Second Street, Yucaipa.
This machine should be capable of black/white and color copying output speed of
30 pages per minute (ppm) and minimum single-pass, dual scanning speed of 100
originals per minute (opm).

3. One (1) multifunction copier/scanner/printer/fax machine, **Departmental Copier**, is to be located at the Yucaipa Valley Regional Water Filtration Facility (YVRWFF) at 35477 Oak Glen Road, Yucaipa. This machine should be capable of black/white and color copying output speed of 30 pages per minute (ppm) and minimum single-pass, dual scanning speed of 100 originals per minute (opm).

4. One (1) multifunction copier/scanner/printer/fax machine, **Departmental Copier**, is to be located at the Wochholz Regional Water Recycling Facility (WRWRF) at 880 W. County Line Road, Yucaipa. This machine should be capable of black/white and color copying output speed of 30 pages per minute (ppm) and minimum single-pass, dual scanning speed of 100 originals per minute (opm).

5. All multifunction copier/scanner/printer/fax machines must be from the same manufacturer and operate in a manner similar to one another.

6. All multifunction copier/scanner/printer/fax shall be capable of producing double-sided (duplex) prints/copies from either single-sided or double-sided originals.

7. All multifunction copier/scanner/printer/fax are required to have the capability of printing on stock ranging from 20 lb. bond to 110 lb. index, on sizes letter (8 ½ x 11), legal (8 ½ x 14) and ledger (11 x 17).

8. All multifunction copier/scanner/printer/fax shall have an automated stapling system, capable of stapling a minimum of 20 sheets of 20 lb. paper.

9. All multifunction copier/scanner/printer/fax shall have full offset collating, stacking, 3-hole punching and finishing (stapling only) capabilities.

10. All multifunction copier/scanner/printer/fax shall have a bypass tray for the purpose of printing on specialized stock with a minimum capacity of 50 sheets.

11. All multifunction copier/scanner/printer/fax shall be capable of reducing and enlarging documents in preset increments in a minimum range of 64% to 200%.

12. All multifunction copier/scanner/printer/fax shall be capable of automatically selecting the appropriate reduction or magnification ratio to produce a copy on the size of the paper selected.

13. All multifunction copier/scanner/printer/fax shall have the following paper capacity, using standard 20 lb. copy paper:
   a. 8 ½ x 11 paper supply - minimum of 2,000 sheets.
   b. 8 ½ x 14 paper supply - minimum of 500 sheets.
   c. 11 x 17 paper supply - minimum of 500 sheets (may be an adjustable tray).
   d. At least one of the three paper trays should be adjustable.

14. All multifunction copier/scanner/printer/fax shall have image shift, book copy, and border erase capabilities.

15. All multifunction copier/scanner/printer/fax shall be capable of inserting tabs/or slips sheets.
16. All multifunction copier/scanner/printer/fax shall be operational as a “walk-up” digital copier with touch-sensitive LCD operator panel at least 7 inches diagonally in size.

17. All multifunction copier/scanner/printer/fax shall have PIN code and/or mailbox secured access optional for all users.

18. All multifunction copier/scanner/printer/fax shall have programmable cost center/accounting meter; vendor to specify the number of digits accommodated per accounting code; individual users’ usage shall be capable of being tracked (i.e. by computer sending print request).

19. All multifunction copier/scanner/printer/fax shall be capable of scanning to files and/or to emails. All functions of this feature will be delineated. Identify any costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature. Identify all formats available (e.g. PDF, MS Word, .jpg, .tif, etc.).

20. All multifunction copier/scanner/printer/fax shall be capable of faxing. Delineate all functions and requirements of this feature, including a description of its operation (i.e. fax board, fax driver, etc.). Identify any costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature.

21. Identify whether or not saddle stitching is an optional feature and delineate all functions of this feature. If optional, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature.

22. All multifunction copier/scanner/printer/fax shall have an energy save mode.

23. All multifunction copier/scanner/printer/fax shall have the capability of automatic exposure, where the machine determines the correct exposure setting to maximize the print quality.

24. All multifunction copier/scanner/printer/fax shall be capable of pausing/interrupting a print job and reinitiating the job at the point where it was paused.

25. All multifunction copier/scanner/printer/fax shall include embedded hardware and software security features (i.e. BIOS protection, whitelisting, run-time intrusion detection, hard drive encryption, automatic job erase, data overwrite...)

26. All multifunction copier/scanner/printer/fax shall be rated capable of at least 10,000 copies per month.

27. All multifunction copier/scanner/printer/fax shall be capable of printing and scanning at a resolution of at least 600 dpi.

28. All multifunction copier/scanner/printer/fax shall have at least 2 GB of RAM and a 160 GB hard drive.

29. All multifunction copier/scanner/printer/fax shall be fully network capable with an Ethernet and/or TCP/IP connection; users must be capable of sending print jobs from individual workstations.

30. All multifunction copier/scanner/printer/fax shall be capable of being centrally managed over the District’s network; provide an overview of the network management procedures.
Vendors may provide alternative configurations with a written explanation demonstrating that their proposal will meet the District’s requirements.

B. Required Services.

1. The District requires managed print services for the five (5) multifunction copier/scanner/printer/fax devices identified in this RFP. Incremental costs should be provided for devices added in any contract resulting from this RFP. The District intends to reduce its current footprint of printers, moving printer volume to the proposed multifunction copier/scanner/printer/fax machines. The managed print services program for the five devices must consist of at least the following components:
   a. Consumable supplies
   b. Fix/Repair and maintenance services
   c. End-user support
   d. Management of the print devices
   e. Technology refreshment of end of life network printers

2. The District requires “just-in-time” inventory management of all consumable supplies including end-user replacement components for all output devices defined within this RFP.
   a. Vendor is responsible for delivery of supplies to point of need
   b. Supply expectations:
      i. Black toner may not be off brand and must be Original Equipment Manufacturer (OEM). No substitutes accepted.
      ii. Color toner may not be off brand and must be OEM. No substitutes accepted.
      iii. Unlimited toner.
      iv. Consumable supplies must meet original equipment manufacturer’s specifications.
      v. Consumable supplies must not exceed 0.5% failure rate.
      vi. Vendor assumes all responsibility for hardware performance due to consumable supplies.
      vii. Covers all multifunction devices purchased in this RFP.
      viii. Vendor retains ownership of all consumables inventory.
      ix. Down time due to lack of consumable supplies is not acceptable.
      x. Vendor is responsible for delivery of supplies to point of need.
      xi. District is interested in online proactive device monitoring and “just in time” delivery of necessary consumable supplies
3. The District requires the vendor to be responsible for all toner, fix/repair, maintenance and/or replacement of all output devices included in contract resulting from this RFP.
   a. Hardware must meet specifications and minimum uptime requirements.
   b. Preventative Maintenance Schedules planned and completed according to manufacturers’ recommended service schedules.
   c. Exclusive utilization of OEM parts and supplies.
   d. Minimum service response expectations:
      i. Vendor shall respond to a request for maintenance within one (1) hour
      ii. Maintenance and repair calls must be performed within four (4) hours of request for service.
      iii. The maximum allowable downtime for any one piece of equipment is forty-eight (48) hours.
      iv. Vendor assumes all responsibility for hardware performance due to service parts and components.
      v. Vendor will assume responsibility for disposal of and recycling of all service parts.
      vi. Vendor will supply District with a call completion notification in electronic format.
      vii. A “loaner” machine must be placed in the building for any equipment that can’t be repaired and restored to normal operating service within four (4) business days.
      viii. Excluded from the requirements are delays resulting from acts of nature, accidents, or extreme weather conditions.

4. The District requires end-user help desk support for all users on all devices covered by a contract resulting from this RFP. Specifically:
   a. Provide a single point of contact for District staff
   b. Unlimited phone support on all initial service calls during normal business hours, 8:00 A.M. to ;30 P.M. PST, Monday through Friday with the exception of statutory holidays.
   c. Provide 40 hours of cumulative customer training available annually.

C. Management and Reporting Requirements.
1. The District requires the following management and reporting processes from the selected vendor for all multifunction copier/scanner/printer/fax and printers that are part of a resulting contract.
   a. Electronic monitoring of all output devices.
   b. Maintaining service records to report individual device performance.
c. Access to electronic monthly usage reports per device.

d. Monthly electronically generated status reports communicating equipment issues to the District staff representative.

e. Ability to measure and manage output at a job, user, department, or building level.

f. Ability to allocate cost by job, user, or department.

g. Ability to manage user access and workflows.

h. Additional features available that have been proven to reduce paper and print waste (i.e.: scan to print/walk up printing, etc.)

D. Pickup and Disposal of Existing Equipment.

1. The selected vendor for the Administration Copiers shall properly dispose of the following office equipment that has been declared as surplus by the Yucaipa Valley Water District ten business days after installation and initial operation of the Administration Copiers:

   a. Konica Minolta Bizhub C652DS, Serial No. 93248624/1499
   b. Konica Minolta Bizhub C652DS Serial No. 93248651/1495
   c. Minolta DI-850 copier, Model No. Di-850, Serial No. 22001691
   d. Minolta DI-520 digital copier w/SU3000, Model No. D1620, Serial No. 3526280

The copiers listed above will be available at the District office located at 12770 Second Street, Yucaipa, California 92399.

E. Special Terms & Conditions.

1. Equipment offered must be new, unused, current models.

2. A firm delivery date for the office equipment shall be included in the original proposal to the Yucaipa Valley Water District.

3. Vendors may be required to provide demonstrations of proposed machines prior to selection of award.

4. The machines shall be delivered, installed and made ready for use by the selected vendor. Purchase prices shall include these services:

   a. The vendor shall coordinate and provide delivery at no additional fee.
   b. The vendor shall provide end-user training to District staff at no additional fee.

5. Multifunction machines will perform to manufacturer’s specifications for a minimum of 95% of the time during normal District office hours averaged over a three-month time frame. Any machine that fails to meet this standard shall be replaced with an equal or better model at no cost to the District during sixty-months following the purchase of the equipment.
6. Service will be furnished to the District between 8:00 a.m. and 4:30 p.m., Monday through Friday. Only fully trained and qualified technicians shall perform the maintenance on the copiers.

7. Vendors shall include proposed method of managing service calls including:
   a. Service organization background & qualification
   b. Method for history of call on each device/logging
   c. Level of service specifications
   d. Number of trained technicians for each machine type and size of area served
   e. Average support call response time
   f. Location of local office and support dispatch office

8. The District will supply paper for the machines. Vendor shall be responsible for supplying toner, staples, drum, fusers, etc. and shall include the cost in the maintenance price. All parts and supplies must be Original Equipment Manufacturer (OEM).

9. Proposals must include prices for copy machine purchase and for maintenance (service and supply) cost per copy page for periods for sixty (60) months following the delivery of the purchased equipment. Monthly costs will be based on machine usage and will be billed in arrears; no minimum number of copies will be specified. Vendor shall bear all costs for labor and parts required to maintain the copy machine in good working order and make all necessary adjustments, replacements, and repairs caused by normal wear and tear.

10. The maintenance price will be fixed for the contract term with no price increase for a period of sixty (60) months.

11. Proposed prices will include all federal, state, and local taxes as applicable.

All proposals must contain descriptive literature on the proposed multifunction device(s). At least one technical sheet must be provided for each machine model, accessory or option. Manufacturer specifications must specify certified monthly volumes for each machine. Other descriptive literature or reports, including award certificates from an independent testing agency, will be accepted in addition to required literature.

### Evaluation Criteria

The following criteria will be weighted and used by the Selection Committee in evaluating the proposals:

1. Degree of Respondent’s ability to comply with the Requirements in this RFP.
2. Ability to provide the required equipment and services and fulfill the specifications.
3. Advantages of a particular product relative to its weaknesses.
4. Frequency of upgrades to the product.
5. Time of delivery, performance, and completion.
6. Implementation plan.
7. Qualification and experience of the Respondent.
8. Respondent’s technical support structure.
9. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations.
10. Other factors determined to be relevant by the District.

**Responsiveness of Proposals**

A. Responsiveness. The District shall only consider those Proposals that conform to the requirements of the District’s Request and that are submitted in the Proposal Format set forth below. A Proposal will be considered as conforming and responsive if it substantially addresses and promises to meet the requirements contained in this Request or any future reasonable requests made over the course of the selection process. The District may waive any non-conformance that is immaterial AND does not prejudice other Respondents.

B. Non-responsiveness. District will reject any Proposals that materially deviate from the request OR that due to any deviation from the Request prejudice other Respondents whose Proposals substantially conform to the Request.

C. Respondent Responsibility. The responsibility of Respondents shall be determined on the evaluation of the Respondent and the management team, separate and distinct from the proposal that is submitted. Respondent is responsible for all costs associated with responding to this RFP.

D. Accuracy of Respondent’s Proposal. The accuracy of the Respondent’s Proposal shall be evaluated on the basis of the plan provided as part of the Proposal after adjustments that the Selection Committee believes, in its business judgment, should be made to reflect economic or other conditions. Adjustments to the Respondent’s plan shall be made based on the basis of qualitative criteria developed by the Selection Committee and objective financial criteria to determine whether Proposals are financially feasible.

E. Independent Contractor Status. By responding to this Request for Proposal, the Vendor hereby waives any and all claims for any compensation or benefits afforded to the District’s employees and shall only provide services as an independent contractor.

**Selection Process**

A. Initial Selection Process. Respondents whose proposals are acceptable in form and substance will be selected to be included on a short list of potential awardees if, in the Selection Committee’s business judgment, they meet the minimum qualifications.

B. Interviews. The District reserves the right to conduct interviews of Respondents included on the short list of potential awardees. The District will contact the designated Respondent's representative to schedule an interview date and time. Expenses Respondents incur to prepare for and attend the interview will be the responsibility of the Respondent.

C. Negotiations of Contractual Terms. After the Selection Committee makes its final determination, the awardee and the District will negotiate and execute a final agreement.
prior to the commencement of the work under the Contract. Failure by any Respondent to timely respond or come to terms with the District will be cause for a rejection of the Proposal.

D. Approval by the Board of Directors. The District staff will make a recommendation to the Board of Directors for the vendor (or vendors) that best meet the needs of the Yucaipa Valley Water District based on the written proposals, interviews, and negotiations at the discretion of the Selection Committee.

E. Timeline of Selection, Negotiation and Awards.

<table>
<thead>
<tr>
<th>Event</th>
<th>To Be Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued and Advertised on District Website</td>
<td>July 18, 2016</td>
</tr>
<tr>
<td>Inquiry Submission Deadline</td>
<td>July 27, 2016</td>
</tr>
<tr>
<td>Proposals Opened</td>
<td>August 3, 2016</td>
</tr>
<tr>
<td>Interviews (if conducted)</td>
<td>August 9, 2016</td>
</tr>
<tr>
<td>Board of Director Approval</td>
<td>August 17, 2016</td>
</tr>
<tr>
<td>Successful Proposer Notified</td>
<td>August 18, 2016</td>
</tr>
</tbody>
</table>

Respondent Questions

The District shall answer any questions that Respondents may have prior to the Inquiry Submission Deadline. All questions shall be posted on the District's website at www.yvwd.dst.ca.us. Questions should be submitted in writing to the contact person identified on page 2 of this Request for Proposal.

It is each Respondent's responsibility to read the entire RFP, and to be fully acquainted with the scope of work outlined herein. The failure of the Respondent to do the foregoing does not relieve the Respondent from any obligation with respect to the proposal submitted. If any Respondent is in doubt as to the true meaning of any part of the specifications, the Respondent should submit a written request for an interpretation.

Proposal Format

Written proposals shall be submitted on standard 8.5 x 11 inch paper with font size no smaller than twelve (12) point. Proposals shall consist of one (1) signed original, three (3) copies, and one electronic copy on a USB drive submitted in a sealed envelope plainly marked:

PROPOSAL FOR MULTIFUNCTION COPIER/SCANNER/PRINTER/FAX AND PRINT SERVICES- DO NOT OPEN WITH REGULAR MAIL.

Proposals shall consist of the following:

A. A Letter of Transmittal that includes:
   1. The name of the company;
   2. The name of the individual authorized to negotiate with the District;
   3. Current company address;
4. Current contact information including:
   a. Name and title;
   b. Telephone number;
   c. Facsimile number; and
   d. Email address,

5. The signature of an authorized representative of the Respondent.

B. A Table of Contents, indicating the page where each section begins.

C. An Executive Summary, which should include a succinct description of the major features of the proposal. The Executive Summary should not exceed two (2) pages in length.

D. Ownership Information, which shall identify how the company is owned; the year the company was established; the former name(s) of the company, if applicable; and the state in which the company is incorporated.

E. A written plan that clearly identifies the equipment and services proposed and a detailed description of how the Respondent proposes to implement the plan. The plan is not to exceed ten (10) pages in length, excluding any exhibits or appendices the Respondent may choose to submit. The plan should address the specifications contained in this document at a detailed level – meaning all requirements set forth in this RFP must have an INDIVIDUAL response in the RFP indicating the requirement is (1) met, (2) not met, or (3) met with conditions – including commentary on the specific conditions to meet the requirement.

F. A written listing of costs for the multifunction machines in the proposal and additional charges for features not considered standard. The listing should also include details related to costs for consumable supplies, fix/repair and maintenance services, end-user support, and management of the print devices and reporting.

G. A minimum of five (5) references that the District staff can contact for information about Respondent’s performance within the past twenty-four (24) months.

H. Additional information to fully develop the Respondent’s qualifications (not to exceed five (5) pages.

I. Optional: The District uses Laserfiche document management software for document storage and work flow processes. Respondent is encouraged to provide information on any integration with Laserfiche, if available. NOTE: This is optional and will NOT qualify or disqualify any Respondent from an award of a contract for copier/scanner/printer/fax lease and managed print services.

**Additional Terms**

A. **Costs.** Costs incurred developing proposals are to be entirely borne by the Respondents and will not be reimbursed under any circumstances. All supporting documentation and manuals submitted with this proposal will become the property of the Yucaipa Valley Water District. All proposals and associated documents are public record.

B. **Pricing.** District may elect to accept all or part of the proposal including individually costed items. Respondent is expected to honor the proposal in whole or in part.

C. **Insurance.**
1. The successful Respondent shall comply with workers' compensation insurance coverage laws and regulations and shall carry and keep in force during the performance of this agreement, workers' compensation insurance for its employees. The successful Respondent shall provide proof of workers' compensation insurance to the District each year of the contract.

2. The Successful Respondent shall carry and keep in full force during the performance of this agreement comprehensive general liability insurance, including liability insurance and property damage insurance, in the minimum amount one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) annual aggregate, with the “Yucaipa Valley Water District and its employees” named as an additional insured. Said Certificate shall include a Notice of Cancellation clause with notification being sent thirty (30) days before cancellation to: Controller, Yucaipa Valley Water District, 12770 Second Street, Yucaipa, California 92399. Cancellation of insurance will constitute a default that, if not remedied within the thirty (30) day notification period, shall be cause for termination of the Agreement by the Yucaipa Valley Water District. The successful Respondent shall furnish to the District a Certificate of Insurance certifying the type and minimum amounts of insurance. Successful Respondent agrees to maintain liability insurance at all times during the contract period.

3. The successful Respondent shall require that its subcontractors purchase and maintain insurance in the amounts as required for the primary contractor as outlined above. The successful Respondent shall require each subcontractor to name "Yucaipa Valley Water District and its employees" as additional insured.

D. Indemnification from General Liability. The successful Respondent agrees to protect, defend, indemnify and hold harmless Yucaipa Valley Water District and its elected officials, officers, employees and agents from and against any and all claims, suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of successful Respondent and its employees, its officers, agents. The successful Respondent agrees to indemnify Yucaipa Valley Water District and its elected officials, officers, employees and agents against any judgment (including attorneys' fees), award, or amount paid in settlement, applicable court costs and witness fees arising from such claim, suit, demand or action. In the event that successful Respondent fails to defend Yucaipa Valley Water District and its elected officials, officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and successful Respondent shall pay all costs for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligation of the parties under this paragraph shall survive the expiration or termination of this Agreement for any reason.

Public Information Notice

To the extent permitted by State Statute, all proposals submitted to the District will be kept in confidence by the Selection Committee and shall be used solely for the purpose of evaluating the proposal for a possible award. The District retains the right to provide copies provided by Respondents to its staff, legal, technical and financial advisors and representatives. Respondent should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want District staff to receive.
Please note that all information submitted for review may be made available upon request by the public.