

TORRES MARTINEZ DESERT CAHUILLA INDIANS



Request for Proposal (RFP)
NUMBER: **RFP # 10291**

FOR

Copier/Printer/Scanner/Fax Equipment & Maintenance

PROPOSAL DUE DATE
MARCH 16TH, 2020

REQUESTED BY:

TORRES MARTINEZ DESERT CAHUILLA INDIANS
TORRES MARTINEZ TRIBAL TANF
PROCUREMENT DEPARTMENT
P.O. BOX 969 (mailing address)
66-725 MARTINEZ ROAD, (physical address)
THERMAL, CA 92274

Table of Contents

1. Schedule of Events	3
1.1. <i>RFP Timeline Table</i>	3
2. General Information	3
2.1. <i>Definitions</i>	3
2.2. <i>Purpose</i>	4
2.3. <i>Tribal Background</i>	4
2.4. <i>TANF Program Background</i>	4
2.5. <i>Administration</i>	4
2.6. <i>Public Notice and Contractor Invitation</i>	4
2.7. <i>Pre-Bid Meeting</i>	5
2.8. <i>Last Date for Questions or Requests</i>	5
2.9. <i>RFP Contact Information</i>	5
2.10. <i>RFP Amendment</i>	6
3. Scope of Work	6
3.1.1 <i>General Equipment Requirements</i>	6
3.1.2 <i>Equipment Feature Requirements</i>	7
3.1.3 <i>Quantity</i>	9
3.1.4 <i>Maintenance and Service</i>	9
3.2. <i>Insurance Requirements</i>	9
3.3. <i>Commitment and Extension of Work</i>	10
3.4. <i>Materials and Deliverables</i>	10
3.5. <i>Proposal Format</i>	10
4. Confidential Information	12
4.1. <i>Obligation of Confidentiality</i>	12
4.2. <i>Definition of "Confidential Information"</i>	12
4.3. <i>Property of the Tribe</i>	12
5. Method of Payment	13
5.1. <i>Purchase Order Issuance</i>	13
5.2. <i>Payment</i>	13
5.3. <i>Delivery of Proposal</i>	13
6. Evaluation Procedures	14
6.1. <i>Evaluation Criteria</i>	14
7. Attachments	15

1. Schedule of Events

1.1 RFP Timeline Table

Event	Date
Needs Assessment	January 24 th , 2020
RFP Draft	February 06 th , 2020
RFP Finalization	February 10 th , 2020
RFP Web Posting Date	February 10 th , 2020
RFP Email Invitations	February 10 th , 2020
Pre-Bid Meeting	February 25 th – 27 th , 2020
Last Date for Question and Requests	March 10 th , 2020
Proposal Due Date	March 16th, 2020 at 12:00 PM
Proposal Evaluation Start (Evaluators Only)	March 18 th , 2020
Bid Evaluation End	March 19 th , 2020
Notice of Award	March 20 th , 2020
Contract Finalization	To Be Determined

2. General Information

2.1 Definitions

- 2.1.1 **ACF:** Administration of Children and Families, a division of DHHS.
- 2.1.2 **Bidder:** An individual, entity, partnership, firm, corporation, or agency submitting a bid in response to this RFP
- 2.1.3 **BPO:** Blanket Purchase Order, good for 1 year only.
- 2.1.4 **Contractor:** an individual, entity, partnership, firm, corporation, or agency awarded a Contract Agreement and/or Purchase Order as a result of responding to this RFP.
- 2.1.5 **CCR:** California Code of Regulations
- 2.1.6 **CFR:** Code of Federal Regulations
- 2.1.7 **DHHS:** United States Department of Health and Human Services
- 2.1.8 **RFP:** Request for Proposal
- 2.1.9 **IT Department:** Information Technology Department
- 2.1.10 **OMB:** Office of Management and Budget
- 2.1.11 **PO:** Purchase Order
- 2.1.12 **TMDCI or Tribe:** Torres Martinez Desert Cahuilla Indians, a Domestic Sovereign Entity
- 2.1.13 **TMTTANF or TMTANF:** Torres Martinez Tribal Temporary Assistance for Needy Families, a federally funded grant program managed by the Tribe.

2.2 Purpose

- 2.2.1 The Torres Martinez Desert Cahuilla Indians Tribal TANF (TMDCI) is seeking qualified companies to provide new multifunctional, color, and black and white printer/fax/copier/scan (copiers), including a maintenance/service/operating supplies agreement for its six office locations across Southern California.

2.3 Tribal Background

- 2.3.1 The Torres Martinez Desert Cahuilla Indian Reservation was established by Executive Order on May 15, 1876. The Tribe currently consists of 24,822 acres (in a checkerboard pattern), along California State Highways.

2.4 TANF Program Background

- 2.4.1 Torres Martinez TANF Program, established in May of 2001, is a social services provider for Native American Indian families throughout Los Angeles and Riverside County.
- 2.4.2 The Torres Martinez Desert Cahuilla Indians operates and administers the federal Temporary Assistance to Needy Families Program. Torres Martinez Tribal TANF Program (TMTTANF) provides assistance to Native American families with children. TMTTANF offers a 5 year program with a foundation in educational incentives and work opportunities, supported by temporary financial assistance, leading to self-sufficiency; there is a special focus on traditional values and cultural awareness. We serve the Native community with a determination to support, educate and guide our clients along the path to self-sufficiency.
- 2.4.3 The TMTTANF Program spans throughout two (2) counties, Riverside and Los Angeles County, and operates out of six (6) different sites located in: Thermal, San Jacinto, Murrieta, Palmdale, Long Beach, and Monterey Park. The TMTTANF is currently staffed by over three-hundred and fifty (350) employees throughout the region / serviced communities.

2.5 Administration

- 2.5.1 The TANF program is administered by the Torres Martinez Desert Cahuilla Indians with federal funding from Administration of Children and Family (ACF), an agency within the Department of Health and Human Services.
- 2.5.2 The TANF program is required to comply with federal regulations such as the OMB Circulars, Single Audit Act, Privacy Protection Law and Federal Acquisitions Regulations, and Code of Federal Regulations.
- 2.5.3 The TANF program also must abide by the operating tribal laws of the Torres Martinez Desert Cahuilla Indians.
- 2.5.4 Institutional – The TANF program operates multiple locations throughout Riverside and Los Angeles County with a staff size of 25 – 45 employees. The main headquarters is located in Thermal, California on the Torres Martinez Desert Cahuilla Reservation.

2.6 Public Notice and Contractor Invitation

- 2.6.1 Reference (public notice) to this RFP shall be posted on the following websites:

- 2.6.1.1 www.torresmartinez.org RFP available at this site.
- 2.6.1.2 www.latimes.com
- 2.6.1.3 www.pe.com
- 2.6.1.4 www.desertsun.com

2.7 Pre-Bid Meeting

- 2.7.1 It is highly recommended that all prospective bidders attend the Pre-Bid meeting.
- 2.7.2 The meeting will be a presentation/demo of your product(s) and management/support with a time frame of two hours, including set-up time.

The Pre-Bid Meeting will be held at:

Torres Martinez Desert Cahuilla Indians Headquarters

Address: 66-725 Martinez Rd., Thermal, CA 92274

Building: TBA

When: February 24th – 27th, 2020 between the hours of 9:00 AM and 4:00 PM

Contact: Mary Nichols – mnichols@tmdci-nsn.gov or (760) 541-5224 to schedule date and time

2.8 Last Date for Questions or Requests

- 2.8.1 The last day to submit a question or request in regards to this RFP is **MARCH 10TH, 2020** no later than **12:00 PM**. Any questions or requests asked after this date and time will not be addressed.
- 2.8.2 Bidders are required to submit all questions or request in writing.
 - 2.8.2.1 Questions shall be responded to within three working days.
- 2.8.3 Oral responses by the Tribe or its representatives are to be considered tentative. Official Tribal response, in writing, will be supplied to Bidder.
 - 2.8.3.1 All questions and responses will be made public to all bidders.
 - 2.8.3.2 The source of the question (Bidder) will be excluded.

2.9 RFP Contact Information

2.9.1 Restrictions on Communications

- 2.9.1.1 From the issue date of the RFP until a contractor is selected and the award is announced, Proposers are not allowed to communicate **for any reason** with any Torres Martinez staff or Tribal member except: 1) through the RFP Administrator named herein or the Procurement Director, 2) at the Pre-Proposal Conference, if applicable, or 3) as provide by existing work agreement(s). The Tribe reserves the right to reject the submittal of any proposal violating this provision.

RFP Administrator: Mary Nichols, Contracts Coordinator

Email: mnichols@tmdci-nsn.gov

Telephone: (760) 541-5224

Mail: TMDCI - Procurement Department
P.O. Box 1160, Thermal, CA 92274
Attn: Mary Nichols – RFP # 10291

2.10 RFP Amendment:

2.10.1 The Tribe reserves the right to allow an amendment to the contract. However, this contract may be amended only upon written agreement between TMTANF and Contractor, however, any amendment of the contract that conflicts with the agreements of the TMTANF Program shall be void ab initio.

3 Scope of Work

3.1 Multifunctional copiers and operational service through an operating lease agreement is mission critical to administrative operations. A responsive and professional copier service company will be required to ensure maintenance, operating supplies, and services are provided to meet the requirements of the organization in a timely and adequate manner. The selected contractor must be able to respond to deliveries, installation, operating supplies/replacements, scheduled maintenance and incidental services during the lease period as well as be prepared with emergency response capabilities to respond to unserviceable equipment and operating supplies included in the maintenance/service/operating supplies agreement periods.

3.1.1 General Equipment Requirements: All equipment proposed shall meet or exceed the minimum performance requirements set forth below. In addition:

3.1.1.1 All equipment shall be new and perform in accordance with the manufacturer's specification sheets. The definition of new equipment is the latest model of regular stock product and in production at the time of award, and equipment shall not be remanufactured, reconditioned, showroom demonstrators, or otherwise used. If additional equipment is needed within the office prior to the expiration of the contract, any new equipment will be provided at the existing contract price for the awarded category.

3.1.1.2 The Proposer's recommendation for equipment shall take into consideration the needs of TMDCI offices by volume range. Following the contract award, alterations in product manufacturing fabrication or delivery of substitute models will require prior written approval by TMDCI. If, at a later date, the manufacturer discontinues the equipment awarded in a category, the contractor will be allowed to substitute another model meeting or exceeding specifications in the awarded category at the same price.

3.1.1.3 The equipment shall provide printed products (copies, etc.) of acceptable quality on the various types of papers normally used for photocopying purposes in an office environment. At a minimum, all units shall produce both letter and legal size photocopies, shall be equipped with both letter and legal size paper trays, and shall be capable of photocopying both letter and legal size documents without removing or replacing trays.

3.1.1.4 All prices shall include delivery and installation of equipment, consumable supplies (excluding paper) and training. The contractor shall provide training to adequately instruct personnel in the use of equipment throughout the term of the agreement. Training shall also include orientation with the staff assisting with network setup at no charge. A manual or manuals containing operating and services instructions for the equipment shall be delivered with each unit. Necessary warnings and safety precautions should be included.

3.1.1.4.1 All pricing shall include tax and freight, and shall be submitted on the cost proposal. Separate price items added by proposers will not be considered and may result in a rejection of the bid as non-responsive.

3.1.1.4.2 All printers being replaced or decommissioned through this procurement are Multi-Function-Printers (MFP).

3.1.2 Equipment Feature Requirements:

3.1.2.1 All features must be supported in Windows 7 and up and Windows Server 2016 and up.

3.1.2.2 The proposed solution must support pull printing capabilities where users will print to a standardized or global queue and select which printer to print from by physically logging in to a copier and selecting their print job(s).

3.1.2.3 All copiers must include the following features: stapling, 2- and 3-hole punching, scanning, and duplexing. Select machines must support fax capabilities including print to fax feature.

3.1.2.4 Copiers must be able to scan to e-mail using authenticated SMTP server and network folder for all staff using the SMB network protocol at a minimum. NFS support is a plus.

3.1.2.5 Machine Access / Driver Options:

3.1.2.5.1 Access copier and printer functions using a PIN code.

3.1.2.5.2 Access copier and printer functions using network authentication based on Active Directory.

3.1.2.6 Print queue must be able to be defaulted to locked or held print mode.

3.1.2.7 After logging in to a copier, the display must show all users' locked/held print jobs; the user must then be able to print or delete jobs as needed at the copier.

3.1.2.8 Locked print jobs left in a queue for an amount of time yet to be specified, must be automatically removed from the queue.

3.1.2.9 The global queue should be able to handle several print jobs from each staff member without performance issues.

3.1.2.10 Documents stored on the MFP device must be encrypted to the extent that information cannot be compromised if the hard drive is stolen.

3.1.2.11 Hard Disk Drive Data Overwrite Security must be enabled on all systems such that no trace of completed or removed print jobs will remain in memory or on the hard disk of the MFP.

3.1.2.12 A centralized management and reporting suite that will incorporate but not limited to the following needs:

- 3.1.2.12.1** Reporting of device stats including number of impressions, scans, and faxes.
- 3.1.2.12.2** Record of repair and maintenance history.
- 3.1.2.12.3** Reporting of per user interactions including impressions, scans, and faxes.
- 3.1.2.12.4** Management of users, PINS, accounts, and credentials.
- 3.1.2.12.5** Accounts should integrate and update with Microsoft Active Directory.
- 3.1.2.12.6** Web interface, preferred, to access the central management tool.
- 3.1.2.12.7** Ability to change and set driver and machine default settings independently of each other.
- 3.1.2.12.8** Should include a monitoring page where all devices with errors and issues can be viewed.
- 3.1.2.12.9** The central management suite must be able to run without performance issues on a virtual machine consisting of the following hardware:
 - 4-8 CPU Cores
 - 16-32GB RAM
 - 500GB-1TB of HDD space
 - 1GB network connection
 - Windows Server 2016 or later

3.1.2.13 Each MFP must be able to access the TMDCI address book in addition to having its own address book for emailing and faxing.

3.1.2.14 Scan Requirements:

- 100-300 dpi minimum 100-600+ preferred
- Scan to PDF, JPEG, TIFF, or PNG in color and/or monochrome
- Default must be set to PDF
- Must be able to scan to e-mail, scan to network location, and scan to connected USB drive.

3.1.2.15 Networking and Network Printing: Vendors will be responsible for working with the district technical staff to load network print drivers, configure network printing and user management to facilitate the optimum use of these copiers on the district computer network. In addition, the proposal shall include all network connectivity hardware and software. The District will NOT be responsible for the cost of any connectivity hardware or software that is inadvertently omitted from the proposal. It is assumed all copiers will be on the District Local Area Network. The vendor will ultimately be responsible to ensure that all devices are installed and fully functioning to the Tribe's satisfaction.

3.1.2.16 Equipment

- 3.1.2.16.1** Existing Equipment: Sharp MXC-402 (A4), MX-6070 (A3)

Average Meter Volume per Site (6 Sites total):
 16,500 pages monthly black and white; 16,300 pages monthly color

3.1.3 Quantity

	A4 MFP	A3 MFP	Total	Fax Modules
Murrieta	2	3	5	2
San Jacinto	6	3	9	2
Palmdale	2	2	4	2
Monterey Park	3	2	5	2
Long Beach	3	3	6	2
Thermal	16	15	31	10
			60	22

3.1.4 Maintenance and Service:

- 3.1.4.1 During the term of the lease the Contractor shall provide both remedial and preventative service for all units, the cost for such being included in the quoted monthly Maintenance Plan prices. The Contractor will provide on-call remedial service, including replacement of all unserviceable parts.
- 3.1.4.2 The Contractor shall provide preventative service based upon the manufacturer's recommended schedule, including lubrication, necessary equipment adjustments and replacement of all unserviceable parts.
- 3.1.4.3 Service response for service repair calls shall be same day, and should be performed during normal working hours, 8:00 A.M. to 5:00 P.M., Monday – Thursday, Friday 8:00 A.M. to 2:00 P.M. Fully trained and qualified technicians shall perform all maintenance service and shall be on site prepared to accomplish repairs within the required responsetime.
- 3.1.4.4 Consumable supplies: The Maintenance Plan shall be a supply- inclusive contract, in that it must include all toner, parts, labor, and preventative maintenance calls. Contractor is required to include the cost of consumable supplies (i.e.: toner) in the quoted monthly price. Paper shall be supplied by TMDCI and is NOT to be included in the Maintenance Plan contract. Contractor shall provide shipping and handling of all included consumables at no charge.

3.2 Insurance Requirements

- 3.2.1 The following are the insurance requirements which will be included in the contract executed based on this RFP.
 - 3.2.1.1 Proposer shall maintain workers compensation insurance, comprehensive public liability insurance of not less than \$1,000,000 for any one occurrence and comprehensive automobile insurance, errors and omissions or professional liability insurance, and any other coverage as necessary to indemnify the Tribe from the action of the Consultant or any of their sub-Contractors or associates.

3.3 Commitment and Extension of Work

- 3.3.1 TMDCI is considering lease with option to purchase in addition to a service agreement. Term of lease shall be 36 months, and the terms and conditions of the contract will remain in effect throughout the term of the lease. Lease agreements shall be effective on the date of acceptance of the equipment, upon installation, and when the equipment is certified ready for use.
- 3.3.2 Lease agreements shall terminate upon completion of the specified lease agreement term. Upon mutual agreement with the vendor, TMDCI shall have the option to continue leasing the equipment month to month provided that terms and conditions of the extension shall be the same as those of the initial lease.
- 3.3.3 TMDCI may extend any agreement awarded at its sole discretion for no more than two additional periods of one year.
 - 3.3.3.1 A new BPO will be issued for each additional year extended.
 - 3.3.3.1.1 **Extension Request** – All extension requests beyond completion date must be submitted in writing thirty (30) days prior to deadline to the RFP Administrator, Director of Procurement, and Tribal Chairperson.

3.4 *Materials and Deliverables*

- 3.4.1 All materials required to complete this RFP shall be the responsibility of the contractor.
- 3.4.2 **Delivery:** Within 30 days after receipt of purchase order.

3.5 *Proposal Format*

- 3.5.1 In order to facilitate the evaluation of proposal and allow the best comparisons each proposal must include the following information presented in the order and format shown below: (All components and information are required)
 - 3.5.1.1 **Title Page:** Please state Invitation for Bids/Request for Proposal (IFB/RFP subject and IFB/RFP number) in your proposal. Please state your name and/or the business name including address, telephone number, fax number, email address, name of contact person and name of person with authority to sign Agreements. Please place the date on your proposal. TMDCI will not be responsible for any change in this information unless notification in writing is received.
 - 3.5.1.2 **Cover Letter:** Please provide a one or two page letter stating your understanding of the work to be done and making a positive commitment to perform the work within the time period required. A principle or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.
 - 3.5.1.3 **Table of Contents:** If proposal contains more than ten (10) pages please provide a clear identification of sections and documents in the proposal listed by page number.
 - 3.5.1.4 **Profile:** Please include if applicable, number of partners, managers, supervisors, seniors, and other staff. If applicable, identify all subcontractors necessary to conduct the project. Describe the range of activities performed by you or your business/firm, including capability to fulfill the specifics of the project (i.e. Staff, equipment, workload etc.) Upon request, provide financial information which may include financial statements, audits and other information sufficient for TMDCI to determine the stability of your business.

3.5.1.5 Approach: Please provide a clear description of the approach and method to be used for implementing the statement of work.

3.5.1.5.1 Organization and Management: Please state tasks and work to be performed and identify the person or the project team that will complete the tasks and work identified. Subcontractors must be included if any will be used on the project and tasks or work to be performed by the subcontractors must be stated.

3.5.1.6 Qualifications and Experience: Include a list of personnel to be used on this project and the qualifications of each person. For yourself and key personnel please provide: resume, including education, background, accomplishment and other pertinent information. If there are no key personnel, employees, or sub-contractors then please just state information requested about yourself and your business. Please include a list of successful awards you have attained as well as a list of funding agencies you have worked with.

3.5.1.7 Specialized or specific Qualifications and Experience: State professional and company experience which is relevant to the proposed project; i.e. experience working with TMDCI or other Government agencies and especially with other American Indian Tribal Governments or Tribal Organizations.

3.5.1.8 An employer ID or SSN must be provided for purposes of vendor clearance on the Excluded Parties List System. W-9 – Form may be downloaded and printed from the IRS web site: www.irs.gov.

3.5.1.9 Native American Enterprises Qualification Statement must be submitted with bid if claiming native preference.
<http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>

3.5.2 Cost Proposal

3.5.2.1 Proposal must include the itemized pricing list per line item per site as outlined in scope of work and state the total dollar amount you will not exceed for completing these services and any hourly rates, if applicable. This rate must be all-inclusive of any/all related fees, including but not limited to: travel fees, mileage, training costs, registration fees, lodging fees. Please provide as much detail as you believe will assist in the evaluation of your proposal. A detailed itemized cost statement must be submitted.

3.5.2.1.1 Proposals must also include a grand total for all materials and services as outlined in the Scope of Work. Proposals that do not include a grand total amount will be rejected.

3.5.2.2 Initial set-up fee and recurring monthly pricing for services, if applicable, should be outlined.

3.5.2.3 TMDCI will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP.

3.6 Independent Contractor

3.6.1 Contractor is an independent contractor and is not an employee, partner, or co-venture of, or in any other service relationship with, the Tribe. The manner in which Contractor's services are rendered shall be within Contractor's sole control and discretion. Contractor

is not authorized to speak for, represent, or obligate the Tribe in any manner without the prior express written authorization from the Tribal Chairperson.

- 3.6.2 Contractor shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Contractor's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Tribe on behalf of Contractor or its employees. Contractor understands that it is responsible to pay, according to law, Contractor's taxes and Contractor shall, when requested by the Tribe, properly document to the Tribe that any and all federal and state taxes have been paid.
- 3.6.3 Contractor and Contractor's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Tribe. No workers' compensation insurance shall be obtained by Tribe covering Contractor or Contractor's employees.

4 Confidential Information

4.1 Obligation of Confidentiality

- 4.1.1 In performing consulting services under this Agreement, Contractor may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Tribe. Contractor agrees that Contractor and Contractor's employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Tribe, or disclose such Confidential Information, except to the extent necessary to perform the services, without the written authorization Tribal Chairperson of the Tribe, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

4.2 Definition of "Confidential Information"

- 4.2.1 "Confidential Information" shall include information not generally known, and proprietary to the Tribe or to a third party for whom the Tribe is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Tribe, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Tribe, any confidential secret development or research work of the Tribe, or any other confidential information or proprietary aspects of the business of the Tribe. All information which Contractor acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor or by others, which Contractor has a reasonable basis to believe to be Confidential Information, or which is treated by the Tribe as being Confidential Information, shall be presumed to be Confidential Information.

4.3 Property of the Tribe

- 4.3.1 Contractor agrees that all plans, manuals and specific materials developed by the Contractor on behalf of the Tribe in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Tribe. Promptly upon the expiration or termination of this Agreement, or upon the request of the Tribe, Contractor

shall return to the Tribe all documents and tangible items, including samples, provided to Contractor or created by Contractor for use in connection with services to be rendered hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.

5 Method of Payment

5.1 Purchase Order Issuance

5.1.1 Upon award of this RFP, Contractor shall be issued a Blanket Purchase Order Number (BPO) for the purpose of billing in regards to this RFP.

5.2 Payment

5.2.1 Payment and Submission of Invoices

5.2.1.1 Payment for work performed under this Agreement will not exceed the agreed upon amount, unless additional payments are agreed upon in advance and in writing, signed by both parties.

5.2.1.2 Expenditures under agreements awarded pursuant to the RFP must be invoiced and supported by documentation.

5.2.1.3 Payments will be made to the contractor based on progress achieved. The contractor must submit each invoice in sufficient detail to document the project's progress.

5.2.1.4 No advance payments will be made to the Service Provider, who must have the capacity to meet all project expenses in advance of payments by TMDCI.

5.2.1.5 Invoices may not be accepted on more frequent intervals than once per month. Invoices requesting payment will be prepared and submitted and contain the following information: Agreement number, description of services, time spent on each task and total cost for services.

5.2.1.6 Invoices are to be reviewed and approved by the I.T. Director.

5.2.1.7 Contractor shall be paid within 30 days (Net 30) of Tribe's receipt of invoice.

5.2.2 Remit to Address:

TMDCI – Finance Department
P.O. Box 1069, Thermal, CA 92274
Attn: Accounts Payables (CA # / PO #)

5.2.3 Invoice Format:

5.2.3.1 Project name: Copier/Printer/Scanner/Fax Equipment & Maintenance

5.2.3.2 Purchase Order number: [To be issued upon award of RFP # 10291]

5.2.3.3 RFP and Contract number must be on invoice.

5.3 Delivery of Proposal

5.3.1 Proposals are to be sent to:

5.3.1.1 By Mail or Hand Delivery – Seven copies of the Proposal may be mailed or hand delivered to the Procurement Department:

US Mail: Mary Nichols, Contract Coordinator
 TMDCI – Procurement Department
P.O. Box 1160
Thermal, CA 92274
RFP 10291 – Copier/Printer/Scanner/Fax Equipment, & Maintenance

Express Mail/ Hand Delivery: Mary Nichols, Contract Coordinator
 TMDCI – Procurement Department
66-725 Martinez Road
Thermal, CA 92274
RFP 10291 – Copier/Printer/Scanner/Fax Equipment, & Maintenance

Any submission received after the due date and time will not be evaluated.

6 Evaluation Procedures

6.1 Evaluation Criteria

6.1.1 Evaluation Team – The evaluation team shall be composed of representatives from the I.T. Department, TMTANF Executive Department, Finance Department, and Procurement Department. The evaluation team shall be charged to review the proposals and select a vendor for this RFP.

6.1.1.1 Evaluations will be based on overall services, qualifications and cost presented in the proposal.

6.1.1.2 An interview/presentation may be conducted with a person or business submitting a proposal selected as finalist to offer an opportunity for the person or business submitting a proposal to present the proposal and explain or clarify aspects of the proposal. Unless otherwise agreed, the interview/presentation will be scheduled at the TMDCI Headquarters in Thermal, California.

6.1.2 Award

6.1.2.1 Award will be made to the responsible and responsive bidder(s) whose bid meets the requirements of the RFP and offers the best value to TMTANF. An award will be made on a competitive basis based on a 200 point distribution system.

The 200 Point Award System for this RFP:

Grading Criteria	Points	%
Cost/Price	100	50%
Maintenance & Service	30	15%
Administrative / End User Ease of Use	20	10%
Supply Costs	10	5%
Total Cost of Ownership	10	5%
Cost per printed color page	10	5%

Cost per printed b/w page	10	5%
Indian Preference (see 6.1.3.3)	10	5%
Total	200	100%

6.1.3 Indian Preference and Employment Training

6.1.3.1 This RFP is open to all qualified Applicants

6.1.3.2 Indian Preference – that contractor is a Tribal organization or an Indian-owned Economic Enterprise with not less than fifty-one percent (51%) Native American ownership.

6.1.3.3 Bids no more than five (5) % higher than the lowest bid or 10 additional points for preference or for statement regarding training and employment of Indians.

6.1.4 TM-TANF encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposals or to participate as partners.

6.1.5 Discussions and Best and Final Offer

6.1.5.1 Acceptance of Proposal – The Tribe may, at its sole discretion, either accept an Applicant’s initial proposal by award of an Agreement for a Contract or enter into discussion with any Applicant(s) whose proposals are deemed to be reasonable and capable of being considered for award. After discussions are concluded, an Applicant may be allowed to submit a “Best and Final Offer” for consideration.

6.1.5.2 If a bid is received from at least one qualified and registered Indian-owned organization or Indian-owned economic enterprise, in which the Native American ownership is at least fifty-one percent (51%), and it is within five (5) % of the bid of the lowest qualified bidder, the Contract will be awarded to the qualified registered Indian-owned organization or the qualified registered Indian-owned economic enterprise. The Agreement or Contract will be awarded to the best-qualified bidder whose proposal does not exceed the amount of funds estimated by TMTTANF to be available for the project. TMTTANF reserves the right to reject any and all bids. The decision of TMTTANF shall be final and not subject to appeal.

6.1.6 Negotiations

6.1.6.1 Disclaimer – Provisions not addressed by this RFP will be negotiated with the Contractor once an award has been made.

7. Attachments

7.1.1 Remarks on Attachments – The attachments are hereby made a part of this RFP:

7.1.1.1 Attachment - Native American Enterprises Qualification Statement must be submitted with bid if claiming native preference:

7.1.1.1.1 <http://www.torresmartinez.org/Departments/Procurement/RFPListing/tabid/107/Default.aspx>