

PROPOSAL FORMAT AND GENERAL SUBMISSION REQUIREMENTS

1. PROPOSAL FORMAT REQUIREMENTS:

1.0 In Writing

All proposals must be submitted in writing and proposers shall complete and return any and all applicable documents including but not limited to written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files. ARPD may deem a proposer non-responsive if the proposer fails to provide all required documentation, copies or electronic files.

1.1 Addendum(a)

ARPD reserves the right to issue addendum(a) to this RFP, which may add additional requirements which must be met in order for a proposal to be considered responsive.

1.2 Cover Letter

Each proposal must include a cover letter limited to two pages. The cover letter must include the title, address, email address, and telephone number of the person or persons who will be authorized to represent the proposer.

1.3 Best Offer

The proposal shall include the proposer's best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to ARPD that will remain open and valid for a minimum of 6 months from the proposal submission deadline.

1.4 Authorized Signatures

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with the authority to bind the proposer to a contract, is sufficient to sign all applicable documents for the purpose of this RFP.

1.5 Number of Copies Required

Proposers are required to submit one original and five (5) copies of the proposal. Original and copies should be identified as such. If any proposal contains any trade secrets or other proprietary information that the proposer claims is exempt from disclosure under the California Public Records Act (see Section 2.0 below), then one (1) redacted copy of the proposal must also be submitted in addition to the original version. Written proposals must be presented in a sealed envelope or box. Proposer must enter the title and proposer's name on the outside of the envelope or box. Sealed proposals are to be delivered to the address listed in this RFP no later than the stated proposal submission deadline.

Certain efficiencies in how proposals are prepared and submitted are requested in order to facilitate the review, storage and recycling processes for proposal materials. Economy in presentation and packaging is preferred over materials which are not easily reproduced, create unnecessary waste, or are awkward to store. Please do not submit materials in plastic binders. Each response should have the bulk of its contents prepared on standard 8½ x 11 paper. Non-essential promotional materials and over-sized materials should be avoided wherever possible except as otherwise requested within the RFP.

1.6 Information Requested and Not Furnished

The information requested and the manner of submission is essential to permit prompt evaluation of all proposals. Accordingly, ARPD reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

1.7 Alternatives

The proposer shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet ARPD's requirements will not be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

1.8 Proposal Errors

Proposer is responsible for all errors or omissions incurred by proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the proposal submission deadline, except as allowed by ARPD. ARPD reserves the right to make corrections or amendments due to errors identified in the proposal by ARPD or the proposer. This type of correction or amendment will only be allowed for typographical errors, transposition, or other obvious error. Any changes will be dated and time stamped, and attached to the proposal. All changes must be coordinated in writing with, authorized by, and made by the General Manager.

1.9 Proposal Clarification

ARPD reserves the right to request proposers at any phase of the evaluation process to clarify information provided in RFP responses including clarification of assumptions used in the RFP response. All clarifications must be coordinated in writing with, authorized by, and made by the General Manager. Clarifications must be submitted in writing by the requested deadline, otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

If ARPD determines that all proposers failed to submit requested information or adequately responded to the same RFP question or request for data, ARPD may, at its discretion, issue an RFP Addendum and provide all proposers with an opportunity to provide a response to the RFP question. Responses to RFP Addendum questions must be submitted in writing by the stated deadline, otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

1.10 Waiver of Minor Administrative Irregularities

ARPD reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

1.11 Interpretation and Clarifications of RFP Requirements

ARPD will consider prospective recommendations or suggestions regarding any requirements before the Question Deadline. All recommendations or suggestions must be in writing and submitted to the General Manager. ARPD reserves the right to modify or amend any and all requirements of the RFP.

1.12 Proposal Submission Deadline

Timely submission of proposals is the sole responsibility of the proposer. ARPD reserves the right to determine the timeliness of all submissions. The proposals, including all hard copies and redacted copies of the final proposals and proposal questionnaire must be received by the General Manager at the published location and by the published due date included with this RFP.

1.13 Late Proposals

Proposals submitted after the proposal submission deadline shall be considered late. Late proposals will not be considered.

1.14 Cost of RFP

ARPD is not responsible for any costs incurred by proposer while submitting proposals. All proposers who respond to the RFP do so solely at their own expense.

1.15 Withdrawal of Proposals

Proposer may withdraw a submitted proposal in writing at any time prior to the proposal submission deadline. A written request, signed by an authorized representative of the proposer, must be submitted to the General Manager. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the proposal submission deadline.

1.16 Selection of Vendor

The proposer with the highest rating based on the RFP criteria and that satisfies all ARPD contracting requirements will be recommended for selection. Selection is not restricted to the lowest offer or bid. Should contract negotiations not be successful with the selected proposer, ARPD may, based on its exclusive discretion, negotiate with the next most qualified proposer or cancel the RFP selection process.

1.17 Rejection of Proposals

ARPD reserves the right to reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with ARPD. The rejection of any or all proposals will not render ARPD liable for costs or damages.

1.18 RFP Withdrawal, Cancellation, Other Options

ARPD reserves the right to withdraw or cancel the RFP at any time, if it deems such action necessary. If such action is taken, ARPD may re-issue the RFP. ARPD also reserves the right to contract with more than one respondent to this RFP. Furthermore, ARPD may exercise its right to not select any proposer from this RFP, if it determines that there was no responsive proposer.

If an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, ARPD may, at its sole discretion, reissue the RFP or award a sole-source contract. The award of the contract is subject to the successful negotiation of the terms and conditions of an agreement.

ARPD reserves the right to verify all information in the proposal. If the information cannot be verified, ARPD reserves the right to reduce the rating of the proposer. ARPD reserves the right to require a pre-award interview.

1.19 Contract Evaluation Program

When the term of the contract pursuant to this RFP has concluded, ARPD will conduct an evaluation of the contractor's performance. ARPD will use its final evaluation and any response from the contractor to evaluate proposals when awarding future service contracts.

1.20 Confidentiality

All documents, records and information provided by ARPD to the contractor, or accessed or reviewed by the contractor, during performance of the services will remain the property of ARPD. All documents, records, and information provided by ARPD to the contractor, or accessed or reviewed by the contractor and any of its employees during performance of services, are confidential (hereinafter collectively referred to as "Confidential Information"). The contractor agrees not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing, to any other person or entity. The contractor agrees that all Confidential Information used or reviewed in connection with the contractor's work for ARPD will be used only for the purpose of carrying out services under the contract and not for any other purpose. The contractor will be responsible for protecting the confidentiality and maintaining the security of ARPD documents and records in its possession.

The contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the contractor's work for ARPD from ARPD facilities without prior approval from the General Manager. At no cost to ARPD the contractor will, at the conclusion of services, or at the request of ARPD, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the contractor during the course of work under the contract. The contractor will not make or retain copies of any such information, materials or documents.

Any breach of security that occurs through contractor's website, offices or network shall require contractor to notify ARPD of such breach. Contractor shall also be responsible for all costs associated with such notification.

2. GENERAL TERMS & CONDITIONS:

2.0 Property of ARPD/Proprietary Material

All proposals submitted in response to this RFP will become the property of ARPD and subject to the California Public Records Act (California Government Code Section 6250 et seq). Proposers must identify all trade secrets or other proprietary information that the proposers claim are exempt from the Public Records Act. In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: "The proposer will indemnify ARPD and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose trade secrets or other proprietary information to any person making a request therefore."

Failure to include such a statement will constitute a waiver of a proposer's right to exemption from this disclosure.

2.1 Pre-Award Negotiations

Prior to award of the contract, the successful proposer(s) may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, prices/premiums, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.

2.2 Execution of Contract

Unless otherwise stated, proposals submitted will be irrevocable for a period of 6 months following the proposal due date. A contract will be developed following action by the Board of Directors.

Any contract made pursuant to this RFP must be accepted in writing by the proposer. If for any reason proposer should fail to accept the contract in writing, then the proposer may be deemed non-responsive and ARPD may commence contract negotiations with another proposer.

2.3 Amendments/Modifications/Change Orders

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of the resultant agreement must be made by written amendment/change order approved by ARPD and the contractor. If contractor performs any modification without a written amendment/change order, ARPD will neither pay for nor be obligated to accept said modification.

2.4 Prime Contractor

The proposer awarded the contract must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting and a listing of subcontractors. ARPD reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the proposer to function as the prime contractor on the awarded contract. The prime contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

6.5 Subcontractors/Joint Ventures

Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of ARPD. With approval of ARPD, the contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement.

The provisions of the resultant agreement will apply to all subcontractors in the same manner as to the contractor. In particular, ARPD will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resultant agreement. Upon written request, the contractor will supply ARPD with all subcontractor agreements at no cost.

6.6 Replacement of Contractor's Staff

ARPD reserves the right to have the contractor replace any contract personnel with equally or better qualified staff upon providing written notice to contractor. In addition, the ARPD reserves the right to approve in advance any changes in project personnel or levels of commitment by the contractor to the project.

6.7 Contractor's Address

The address given in the proposal response will be considered the legal address of the contractor and will be changed only by written notice to ARPD. The contractor will supply an address to which certified mail can be delivered. The delivery of any communication to the contractor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the contractor at such address, will constitute a legal service thereof. Also, telephone numbers, fax numbers and e-mail addresses (if applicable) must be provided.

6.8 Term & Option to Renew

The term of any contract(s) established pursuant to this RFP shall be for the period identified in the RFP Introduction. ARPD reserves the right in its sole discretion to seek an extension of the term of the contract.

6.9 Governing Law

All matters relating to the formation, validity, construction, interpretation, performance and enforcement of the RFP and the resultant agreement/contract, must comply with all applicable laws of the United States of America, the State of California and the policies of ARPD.

6.10 Periodic Independent Audit

ARPD reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the contractor and its subcontractors are conducting ARPD business within generally accepted industry standard practices. Each contractor will be required to cooperate fully with any external audit.