



REQUEST FOR PROPOSALS

(Solicitation No. 4000)

For

Multifunctional Document Producing Devices (MFD's)

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RFP Issued on:	Proposals Due:
Monday, March 31, 2009	Monday, April 27, 2009

REQUEST FOR PROPOSALS

Multifunctional Document Producing Devices (MFD's)

The Seattle Housing Authority (SHA) is seeking proposals from qualified vendors for the leasing of 30 MFD's for a period not to exceed 48 months. All 30 locations are within the Seattle city limits. All equipment maintenance and repairs shall be the responsibility of the selected MFD provider.

Obtaining the RFP: Visit our website at www.seattlehousing.org/Business/bus00.htm to obtain a copy of the RFP. Any addenda issued for this RFP will be published at the above-referenced website and proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the RFP or addenda, you may call Alan Hoffer, Contract Administrator at (206) 615-3381.

Questions: Any questions or requests for further information must be submitted in writing no later than 1:00 p.m., Monday, April 13, 2009, to the Contract Administrator noted above by fax at (206) 615-3462, by e-mail at ahoffer@seattlehousing.org, or by mail at the address below.

Pre Proposal Conference: There will be no pre-proposal conference.

Submission Deadline: Sealed proposals (one original and four copies), must be received not later than 1:00 p.m., Monday, April 27, 2009, at SHA's address below. Proposals sent by U.S. Mail should be addressed to the P.O. Box below and must be delivered to SHA by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

Seattle Housing Authority
Purchasing Division
Attention: Alan Hoffer
120 Sixth Avenue North
P.O. Box 19028
Seattle, Washington 98109-1028

Diversity: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to submit proposals or to participate in a subcontracting capacity on SHA contracts.

Rights Reserved: SHA reserves the right to waive as an informality any irregularities in submittals, and/or to reject any and all proposals.

LIZ ALZEER
Contracting and Procurement Manager

Seattle Housing Authority

Request for Proposals (Solicitation No. 4000)

Multifunctional Document Producing Devices (MFDs)

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is seeking proposals from qualified vendors for the leasing of 30 MFDs for a period not to exceed 48 months. All 30 locations are within the Seattle city limits. All equipment maintenance and repairs shall be the responsibility of the selected MFD provider.
- 2) **Cooperative Purchasing:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with SHA may also wish to procure the services herein offered by the successful party. The successful party shall have the option of extending its offer to SHA to other agencies for the same cost, terms and conditions.

SHA does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the successful party. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. SHA accepts no responsibility for the performance of the successful party in providing services to other public agencies, nor any responsibility for the payment price to the successful party for other public-agency purchases.

- 3) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 24,000 low-income people in Seattle. SHA operates according the following Mission and Values:

Our Mission

Our mission is to enhance the Seattle community by creating and sustaining decent, safe and affordable living environments that foster stability and increase self-sufficiency for people with low-income.

Our Values

As stewards of the public trust, we pursue our mission and responsibilities in a spirit of service, teamwork, and respect. We embrace the values of excellence, collaboration, innovation, and appreciation.

SHA owns and operates approximately 5,400 conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD), nearly 1,100 additional units for seniors and people with disabilities as part of the Seattle Senior Housing Program, and almost 900 low and mixed-income units developed and acquired primarily through the use of debt financing. Approximately 8,400 of the residents are children.

SHA houses nearly 9,000 residents in housing it owns and operates and houses about 14,600 residents through its HUD-subsidized Housing Choice Voucher Program (also known as Section 8), which makes it possible for residents with low incomes to live anywhere in the city.

SHA owns and operates housing in neighborhoods throughout Seattle. These include the four large family communities of New Holly and Rainier Vista in Southeast Seattle, High Point in West Seattle, and Yesler Terrace in Central Seattle.

SHA was established by the City of Seattle under State of Washington enabling legislation in 1939. SHA is governed by a seven-member Board of Commissioners appointed by the Mayor of Seattle and confirmed by the Seattle City Council. The Executive Director is appointed by, and reports to, the Board and is responsible for staff hiring and direction.

SHA has approximately 600 employees and a total budget of \$227 million for Calendar Year 2009. In addition to the housing SHA owns, it serves as General and Managing Partner for thirteen Low Income Housing Tax Credit limited partnerships.

B. SCOPE OF WORK

Current Status: SHA's current MFD leases have expired and are rented on a month to month basis. The reasonable life expectancy of the current MFDs is past.

The selected provider shall be responsible for the following:

1) Scope Summary:

- Making arrangements to coordinate with the current provider for the removal of the old machines to insure a smooth transition to the new machines with little disruption of service.
- Training applicable SHA staff with up to two (2) hours training time for each location where MFD is installed.
- Maintaining all provider equipment and making repairs.
- Responding within one (1) day, 24 hours for any failed system component.
- Maintaining qualified supervisors, technicians and monitoring staff at all times.
- Providing on-line reporting as required by SHA such as number of copies per month, maintenance visits etc.

2) General Requirements:

- Licensing Requirements: The provider must meet all industry, City of Seattle and State of Washington licensing requirements.
- Additions and Deletions: Upon SHA's written notice to the provider at any time during the term of the contract, the provider must add or delete locations and related equipment and services at the same rate and terms as the original proposal. Any such written notice shall take effect on the date stated in the written notice from SHA.
- Pricing: All proposed pricing will remain in effect for the duration of the 48 month lease period.
- Invoicing: The service provider will invoice quarterly. If this service or any portion thereof is cancelled for any reason, the unused portion of the payment shall be refunded to SHA within 30 days of cancellation. All invoices shall be clear and precise. Any incorrect invoices will be returned to the provider to correct and will not be due until the following month. A contact name and number must be included on all invoices.
- Training Requirements: Two (2) hour training times are to include but are not limited to, standard functional use of machine to networked users as well as training to any assigned

agency personnel to enable them to instruct others. Such training shall be provided at no additional charge to the customer.

- Washington State Patrol Background Check Vendor must have a WSP background check on all field personnel that may enter SHA properties, and reporting such to SHA.

3) **Technical Requirements:**

- Multifunctional Document Producing Device (MFD): The vendor shall propose new MFD equipment that will meet or exceed the specifications as described below.

Defined as Category 2 (21-30cpm) by the Washington General Administration Contract #03706, configured as necessary to copy/fax/print/scan in an Ethernet 10/100 Base-TX environment running Citrix Metaframe Presentation Server version 4.5 using a Windows Server 2003 operating system; device shall include automatic trayless duplex copying, adjustable magnification & enlargement, at least 2 standard paper trays with capacity of 250 sheets of 20# paper, a 50 sheet stack bypass tray and an automatic document feeder with capacity of up to 50 sheets of 20# paper, 512MB of machine memory and Super Group 3 fax capability, scanning shall include Adobe PDF and TIFF output options at a minimum of 200dpi of resolution. Anticipated monthly usage is up to 1,200 printed impressions per month. Please include a machine stand/cabinet option in your quote if required for a free standing machine.

- Repair and Maintenance: The leased MFDs, shall be maintained by the selected Vendor and any repairs or replacements of this equipment, shall be the Service Provider's responsibility for the term of the lease.
- Equipment Failure Response: The selected Service Provider must be able to respond within one (1) day (24) hours with a minimum of one (1) qualified technician for a failed MFD. Any repairs that can not be made during the service call must be made within three (3) business days or a replacement machine is to be provided at no cost to SHA.

C. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL

To facilitate evaluation, proposals should address and be organized in the order of the outline given below and include the following information. Please refer to the section of this RFP on Submission Requirements for information on Required Number of Copies. Proposals should be limited to a total of 10 pages in no smaller than 11 point font. Proposers are responsible for checking SHA's website at www.seattlehousing.org/Business/bus00.htm prior to submission of a proposal to review and download any addenda issued.

- 1). **Qualification and Experience of the Provider's Staff:** Attach to your proposal a copy of any information/documentation relating to the qualifications required for any Field Supervisor/Manager and Technical staff and for any Central Station Supervisors/Managers and Monitors. (If attaching separate documents for this, it will not be included in the - maximum number of pages in your proposal.) (Relates to Criterion 1 in Section D below.)
- 2). **Previous Experience with Similar Size Projects:** What agencies, companies, etc. that are similar in size to this leasing arrangement has your firm worked with? Give the name of the agency, company, etc., the number of MFDs leased and the dates of lease. (Relates to Criterion 2 in Section D below.)

- 3). **Functionality of Proposed Equipment and Software:** List the equipment and software you plan on using on this project by name, manufacturer, model, etc. and explain what makes this equipment and software the preferred system. (Relates to Criterion 3 in Section D below.)
- 4). **Monthly Lease Charge and Pricing:** Show your monthly lease charge per MFD you are proposing. This charge should be all-inclusive but not limited to initial set up and delivery, all your lease, maintenance, administrative and labor costs. The proposer shall also list a cost per copy charge for supplies including but not limited to toner, developer or any other supplies needed by the MFD. No additional charges shall be allowed. Costs for the MFD and optional stand are to be listed separately. (Relates to Criterion 4 in Section D below.)
- 5) **Additional Information Required:** In addition to the information to be included in your RFP your proposal is to include the following:
 - a) Three Customer References including customer name, address, contact, title telephone and brief description of equipment and services provided to the reference. (Relates to Criterion 2 in Section D below.)
 - b) A customer training plan and resources. Describe your ability to provide customer training at time of equipment delivery and installation and on a customer requested follow-up basis. (Relates to Criterion 2 in Section D below.)
 - c) Manufacture's product literature and associated manufacture's price list on all machines offered in response to this RFP. Proposer is to also provide a copy of Buyers Laboratory Inc. Multifunctional Specifications Guide, "Fact Sheet" pages describing the Target Model Machine if available from their last publication. (Relates to Criterion 3 in Section D below.)
 - d) Dealer Authorization: The proposer, if other than the equipment manufacturer, shall submit with its proposal a current, dated and signed authorization from the equipment manufacturer that the bidder is an authorized distributor, dealer or service representative and is authorized to sell and maintain the manufacturer's products included in the RFP. Failure to provide manufacturer's authorization may result in proposal rejection. (Relates to Criterion 1 in Section D below.)
 - e) The proposer must rate by percentage their telephone response time of calls returned within 2 hours, 3 hours, 4 hours, more than four hours. The percentages must total 100 percent or they will be adjusted as necessary during the evaluation process to total 100 percent in order to complete proposal evaluation. (Relates to Criterion 1 in Section D below.)

D. PROVIDER EVALUATION CRITERIA

Vendors' submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to SHA, it is important for proposers to clearly demonstrate their expertise in the areas described in this document, and have available adequate number of experienced personnel in all of the areas described.

Vendors are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information

provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials should be included in a separate section of the proposal. In submitting a proposal, the provider agrees that any costs or prices proposed shall be valid for a minimum of 90 days from the proposal due date.

The following criteria with a point system of relative importance will be utilized to evaluate the service provider’s qualifications, experience and equipment functionality:

Evaluation Criteria		Weighting (Max. Points)
1	Qualifications and experience of the service provider’s staff. (Relates to Section “C. 1)” above)	20
2	Previous experience with similar size projects. (Relates to Section “C. 2)” above.	20
3	Functionality of proposed equipment and software. (Relates to Section “C. 3)” above.	30
Maximum Total Points per Evaluator for Criteria 1 through 3		70

Additional Evaluation Criteria:

4. Monthly Charges: The providers’ proposed monthly charge per MFD and cost per copy charge for supplies will be given up to a maximum of 30 points to be added to the qualifications total score above. The cost per copy charge will be multiplied by the anticipated usage rate of 1,200 for evaluation purposes. This number should not be construed as a figure to base actual monthly copies made. Actual usage will vary by location. Points will be assigned using the “Ratio of Costs” process. The lowest price gets the maximum points, and the others are calculated using the following formula: (low Price / Proposed Price) x Available Points.

E. SUBMISSION REQUIREMENTS

- 1) Due Date For Questions: Technical questions regarding substantive matters related to this RFP or requests for further information must be submitted in writing consistent with the deadline and submission requirements on page 1 of this RFP.
- 2) Due Date and Place For Submission of Proposals: Proposals must be received by the Seattle Housing Authority by the deadline and at the place indicated on page 1 of this RFP.
- 3) The deadline is firm as to place, date, and time. SHA will not consider any proposal received after the deadline and will return all such proposals unopened.
- 4) All Proposals should be clearly marked when delivered or mailed to avoid any confusion about recording arrival dates and times. Proposers should take this practice into account and submit their materials early to avoid any risk of ineligibility caused by unanticipated delays or other delivery problems. *NOTE: A faxed or e-mailed Proposal is not acceptable.*
- 5) Upon receipt of each Proposal, SHA’s Purchasing Division will date-stamp it to show the exact time and date of receipt. Upon request, Purchasing will provide the proposer with an

acknowledgment of receipt. All Proposals received will become the property of the Seattle Housing Authority and will not be returned to the proposer.

- 6) Required Number of Copies: Proposers responding to this RFP shall submit one original proposal along with the required number of copies of the proposal (see page 1 of this RFP) to the address also indicated on page 1 of this RFP. The original of each of the forms indicated below must also be completed and submitted with the original proposal only. Do not send these forms with the proposal copies.
- 7) Addenda: In the event there are changes or clarifications to this RFP, SHA will issue an addendum. Addenda will be published on SHA's website at <http://www.seattlehousing.org/business/supplies/> It is the responsibility of proposers to check this website prior to submission of a proposal to review and download any addenda issued. If you are unable to download the addenda, you may call the Contract Administrator listed on page 1 of this RFP to have a copy of the addenda mailed or e-mailed to you.
- 8) Rights Reserved by SHA: SHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all Proposals. SHA will generally not disclose the status of negotiations until SHA's Executive Director has approved the award of a contract for services.

F. SELECTION PROCESS

An evaluation panel will rate all responses to this RFP that are received on or before the stated deadline, according to the criteria listed above. Based on its initial evaluation, the panel may:

- 1) Make a recommendation to SHA's Executive Director and request authority to negotiate a Contract with one or more proposers; or
- 2) (a) Request additional information from the proposer whose responses appear to have the greatest likelihood of success; and/or
(b) Invite one or more proposer whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal; and then
(c) Make a recommendation to SHA's Executive Director and request authority to negotiate a contract with one or more proposers.

SHA reserves the right to conduct reference checks, at either or at both of the following two points of the evaluation process:

- 1) After proposals are evaluated, for the proposer with the highest-scoring proposal;
- 2) In the event that interviews are held, for the proposer with the highest-scoring proposal and interview.

In the event that information obtained from the reference checks reveals concerns about the proposer's past performance and their ability to successfully perform the contract to be executed based on this RFP, SHA may, at its sole discretion, determine that the proposer is not a responsible proposer and may select the next highest-ranked proposer whose reference checks validate the ability of the proposer to successfully perform the contract to be executed based on this RFP. In conducting reference checks, SHA may include itself as a reference if the proposer has performed work for SHA, even if the proposer did not identify SHA as a reference.

Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following web site address: <http://www.seattlehousing.org/business/guidelines/general/>

G. CONTRACT NEGOTIATIONS

SHA shall negotiate with the most qualified proposer, as determined by evaluation of the responses and, if applicable, interviews. If SHA is unable to reach agreement with the highest ranked firm, it may negotiate with the second highest ranked firm, proceeding in turn to each firm, in order of rank, until a contract is executed.

SHA expects to execute a Contract lease for a not to exceed time frame of 48 months.

H. ADMINISTRATIVE INFORMATION & CONTRACT REQUIREMENTS

- 1) **Minority-owned and Women-owned Business Enterprises:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.
- 2) **Basic Eligibility:** The successful proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful proposer must not be debarred, suspended, or otherwise ineligible to contract with SHA, and must not be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Nonprocurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list.
- 3) **Payment Requirements:** Proposers should be aware that SHA will only make payments on the contract on a quarterly basis. Each MFD and corresponding charge must be listed separately on the quarterly invoice.
- 4) **Approval of Sub-Service Providers:** SHA retains the right of final approval of any sub-service providers of the selected proposer who must inform all sub-service providers of this provision.
- 5) **Documents Produced:** All reports, specifications, and other documents produced under contract to SHA must be submitted to SHA in both hard copy and a digital format that meets SHA's requirements, using Microsoft Office or in an IBM-compatible format. All documents and products created by the service provider and their sub-service providers shall become the exclusive property of SHA.
- 6) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 7) **Funding Availability:** By responding to this RFP, the proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding. The proposer also acknowledges that should funding for the equipment or services on this RFP be lost SHA reserves the right to terminate any lease or agreement with 30 days notice.

- 8) **Contract Requirements:** Proposers may review SHA's standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following web site: <http://www.seattlehousing.org/business/guidelines/>. The successful proposer will be required to sign the SHA form of contract and by doing so agrees that such contract will take precedence over any other contracts or forms signed by both parties
- 9) **Equipment Installation/Removal:** The installation and/or removal of contract equipment shall be performed in a professional manner. The customer's premises shall be left in a clean condition. The Vendor may be required to repair all damage and/or provide full compensation for damage to the customer's premises that occurred during equipment installation/removal. All cables used to connect the equipment must be pre-approved by customer's IT staff in advance of order finalization and placement.

Installation and removal costs shall be included in equipment pricing, except in the specific cases where delivery and self installation is identified on the order. In those cases equipment is to be delivered to the customer's identified delivery point at no additional charge (i.e.-shipped freight prepaid FOB destination and included in contract price). However, extraordinary delivery requirements and their associated extra costs may be charged to the purchaser as a separate line item on the invoice, when pre-approved by the purchaser.

Installation of equipment to be networked must be coordinated with the customer's internal IT personnel in charge of the computer network and telephone system to which the machine may be connected.

- 10) **Newly Installed Machine Performance Problems:** SHA will evaluate the performance of newly installed equipment for a 30 day period after installation. If the machine's performance is unsatisfactory, the ordering agency will immediately contact the Vendor to pursue corrective action and resolution of the problem. Resolution of machine performance problems may result in:
- The replacement of the machine with another machine of the same brand and model, at no additional cost (including delivery and installation) to the customer, or
 - Return of the machine and cancellation of the order at no charge to the customer.

- 11) **Equipment Relocation/Transfer:** Contract users shall be afforded the option to move or transfer contract equipment from one agency location to another agency location (within the same agency) as deemed necessary with no change to lease or maintenance plans. For agency self-moves, no installation or removal charges will be billed to either location for customer's self relocated/transferred equipment. The customer will be responsible for required repairs or damage that occurred during the transfer. Contractor/dealer shall be notified of the move to insure continued maintenance service and accurate record keeping.

Alternately, SHA may elect to have their dealer move the equipment and pay a move and set-up fee. The dealer will provide a moving price prior to the move and hold the price firm. No other fees apply and the dealer is responsible for repairs required following such transfer.

Movement of equipment must be coordinated with SHA's internal IT personnel in charge of computer network and telephone system to which the machine may be connected or disconnected

12) Excessive Service and Downtime: .Equipment, including all accessories and software, supplied through this contract shall be capable of continuous operation. Therefore, Vendor shall guarantee that all contract equipment will be operational at least 95% of normal business hours. Equipment that develops a trend of requiring an excessive number of service calls shall be reported by the agency to the Vendor or by the Vendor to the agency as the situation warrants. Should the equipment, any accessories, or software become inoperable for a period of twenty-four (24) consecutive working hours, the Vendor shall, at the agency's option, provide, at no charge, a loaner or accessory of equal capability of non-performing piece of equipment while repairs are being completed.

Vendor is to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided to the customer and/or the Contract Administrator within five (5) working days of request.

13) Materials and Workmanship: Vendor shall be required to furnish all materials, equipment and services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment

14) Operating Leases: SHA may obtain Contract equipment through a Operating Lease (Where no ownership in the equipment transfers to the customer during or at the end of the lease period) at the rate established in the Contract. A maintenance service program shall be charged for separately on a cost per copy basis as provided for herein. During the term of the lease agreement, the lease may not be cancelled unless the Vendor fails to maintain the equipment in good working order as specified herein or for non-appropriation of funds. Such cancellation shall be permitted without penalty with thirty (30) day written notification to the Vendor.

The operating lease shall be for a period of Forty-eight (48) Months. The plan shall commence of the date of equipment installation.

With a minimum thirty (30) day notice prior to the end of the operating lease agreement, Vendor shall remove the equipment and return it to the Vendor's facility at no additional cost to the customer. Customer may not purchase the machine at the end of the term of the operating lease, However, customer may continue using the machine on a month- to-month rental basis until the machine is picked up and returned to the Vendor.

Should the customer be asked to sign an operating lease agreement, any conflict between the provisions of the Vendor's lease agreement and the terms and conditions of this RFP and resulting Contract shall be resolved in favor of what is most beneficial to the customer.

15) Insurance: The following are the insurance requirements that will be included in the contract executed based on this RFP:

A. General Requirements:

1. Prior to undertaking any work under this Contract, the service provider shall procure and maintain continuously for the duration of this Contract, at no expense to SHA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the service provider, its agents, representatives, employees and/or subcontractors.
2. The service provider's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the service provider's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the service provider's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the service provider to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

B. Required Insurance Coverage: The following are the types and amounts of insurance coverage that must be maintained by the service provider during the term of this Contract. The service provider must provide acceptable evidence of such coverage prior to beginning work under this Contract.

1. Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

- \$1,000,000 each occurrence, and
- \$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the service provider's contact with minor children, the service provider shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by SHA's Risk Manager.

2. Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

- \$1,000,000 each accident

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

- \$1,000,000 combined single limit coverage

4. **Workers Compensation.** A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the service provider shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the service provider is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the service provider shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

C. Additional Insured Endorsement: The Seattle Housing Authority must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the service provider. A policy endorsement (form CG2010B or equivalent) must be provided to SHA as evidence of additional insured coverage.

D. Proof of Insurance and Insurance Expiration:

1. The service provider shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. The service provider shall include all subcontractors at any tier as insureds (except for Professional Liability insurance), and ensure that the service provider's coverage of subcontractors under the service provider's policies is not excluded by any policy provision or endorsement. Alternatively, the service provider shall:
 - a.) Obtain from each subcontractor not insured under the service provider's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b.) Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
3. The service provider's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The service provider shall not permit any required insurance coverage to expire during the term of this Contract.
4. SHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

E. Carrier Review and Approval Authority: Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by SHA. All insurance shall be carried with companies that are financially responsible. Generally, except for Professional Liability Insurance coverage, all carriers of insurance or reinsurers must have and maintain a rating of "A VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of "A VII" or better may not be used without written approval of SHA's Risk Manager. All carriers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have and maintain a rating of "B+VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or

reinsurers for Professional Liability Insurance who do not have a rating of "B+VII" or better may not be used without written approval of SHA's Risk Manager.

16) Tax Exempt Status:

Seattle Housing Authority, a public corporation of the State of Washington created in 1939 under the provisions of chapter 35.82 RCW, is exempt from all taxes and special assessments of the city, county, the State of Washington, or any other political subdivisions of the State in accordance with the provisions of State law, RCW 35.82.210.

The agency's sales tax exemption is further authorized in the Washington State Administrative Code (WAC), Title 458, for the State Department of Revenue. WAC Section 458-20-189 Paragraph (6) on Retail Sales Tax Exemptions states that retail sales tax does not apply to:

"Sales to city or county housing authorities which were created under the provisions of the Washington housing authorities law, chapter 35.82 RCW. However, prime contractors and subcontractors for city or county housing authorities should refer to WAC 458-20-17001 (Government contracting – Construction, installations, or improvements to government real property) to determine their tax liability."

17) SHA's Holiday Schedule:

- New Year's Day (January 1st, or observed on the closest weekday)
- Martin Luther King Jr.'s Birthday (Observed third Monday in January)
- Presidents' Day (Observed third Monday in February)
- Memorial Day (Observed last Monday in May)
- Independence Day (July 4th, or closest weekday)
- Labor Day (Observed first Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Day Following Thanksgiving Day (Fourth Friday in November)
- Christmas Day (December 25th, or observed on closest weekday)

**Price Proposal Form
Solicitation #4000**

Proposing Company Name: _____

Address: _____

Phone: _____

Email: _____

MFD Pricing

Manufacturer: _____

Model: _____

Monthly Lease Cost Per Machine: _____

Cost per copy _____

Cabinet Pricing

Cabinet Model Number: _____

Monthly Lease Cost Per Cabinet: _____

Proposer accepts all terms and conditions included in and reference to in the RFP. Vendor also acknowledges compliance and acceptance of all addenda published for this RFP

Name: _____

Title: _____

Signature: _____

Date: _____

If proposer chooses to submit information for more than one MFD the proposer must submit a new Price Proposal Form for each machine proposed.