



CITY OF ALHAMBRA POLICE DEPARTMENT

Request for Proposals
No. RFP2M23-14

for

UNINTERRUPTIBLE POWER SUPPLY (UPS)

City of Alhambra – Police Department
Assistant Chief Edward Elizalde
211 South First Street
Alhambra, CA 91801

PROPOSALS DUE NO LATER THAN
10:00 AM ON WEDNESDAY, JUNE 28, 2023

**REQUEST FOR PROPOSAL RFP NO. RFP2M23-14
UNINTERRUPTIBLE POWER SUPPLY (UPS)**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Alhambra will receive sealed proposals from qualified and experienced Contractor(s) to provide services for the installation and upgrade of two uninterruptible power supply units for the Police Department facility. Services are to include the installation and administration of upgrades. Proposals should be submitted to the Police Department, 211 South First Street, Alhambra, California, **on or before the hour of 10:00 AM on June 28, 2023.**

The primary intent of this request for proposal (hereinafter “RFP”) is to enter into an agreement with a contractor capable of providing and installing two uninterruptible power supply units (hereinafter “UPS”) comprised of hardware, software, maintenance, and support.

INTRODUCTION

The City of Alhambra (hereinafter “City”) is seeking proposals from qualified and experienced Contractor(s) to provide services for the installation and upgrade of two existing uninterruptible power supply units for the Police Department facility. As a result of this RFP, the City expects to receive proposals for services to include installation of hardware, software, maintenance, support and administration of upgrades. All Contractors wishing to submit proposals are required to attend a mandatory site visit of the Police Department facility located at 211 S. First Street, Alhambra, CA 91801. No proposals will be accepted from any contractor(s) not in attendance. Once the evaluation committee has reviewed and scored the RFP responses, the City will select the Contractor(s) most capable of providing the UPS in its entirety and enter into contract for the purchase and installation of the UPS, as well as training, maintenance and support of hardware and software. This RFP provides a list of required services, general information, instructions for submitting responses, and contractor(s) selection procedures.

RFP SCHEDULE AND PROCESS

The City anticipates the project schedule to be as follows:

Activity	Dates
Release of Request for Proposals (RFP)	May 24, 2023
Mandatory Site Visit	June 7, 2023 – 10:00 AM
Deadline for Questions	June 14, 2023 – 5:00 PM
Responses to questions posted on the City’s website	June 21, 2023
Proposal submittal Deadline	June 28, 2023 – 10:00 AM
Contract Award by the City Council:	July 24, 2023**

**Tentative City Council contract award date, subject to change at City’s discretion.

Questions may be asked via email to Assistant Chief Edward Elizalde at eeizalde@alhambrapd.org. All questions are due June 14, 2023, no later than 5:00 pm. A unified response will be provided on June 21, 2023, to all parties making email inquiries. All questions are to be asked via email, and phone inquiries will not receive a response.

Request for Proposal shall include all applicable State and Local sales taxes.

Request for Proposals may be withdrawn up and until the deadline date and time for final submission as noted in the Request for Proposal.

Request for Proposals shall be couriered, hand-delivered or mailed. Request for Proposals will not be accepted by facsimile transmission or other telecommunication or electronic means. Proposers assume the

risk of the method of dispatch chosen and any costs associated with delivery. Request for Proposals arriving after the deadline will be returned unopened to the senders.

A team has been selected by the Chief of Police to evaluate the proposals submitted. Proposals will be evaluated by the designated evaluation team, and a Contractor(s) will be selected based on the final evaluation scores.

Any contract awarded hereunder shall become effective or enforceable against the City of Alhambra only when a formal written contract has been duly executed by the appropriate officers of the City of Alhambra.

Each contractor shall specify whether such contractor is a corporation, a partnership, or an individual. If a corporation, designate the name of the state of incorporation; if a partnership, the contractor shall state the names and addresses of all partners.

The City of Alhambra reserves the right to accept or reject any or all bids, to waive any informality, to negotiate separately with competing Contractors and to accept the proposal deemed to be in the best interest of the City of Alhambra.

The proposals shall be submitted in a sealed envelope bearing the name and address of the contractor and clearly marked:

**SEALED PROPOSAL FOR
UNINTERRUPTIBLE POWER SUPPLY (UPS)
RFP NO. 2M23-14
DO NOT OPEN WITH REGULAR MAIL**

BY ORDER OF:
LAUREN MYLES, CMC
ALHAMBRA CITY CLERK

1. SCOPE OF SERVICES

1.1 General Provisions

The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) to furnish and replace two (2) existing uninterruptible power supply for the Police Department facility located at 211 South First Street Alhambra, CA 91801. Services are to include the installation of two UPS systems, maintenance, and administration of upgrades.

The current UPS system supplies power to an emergency 911 dispatch center as well as electrical throughout the building. The UPS systems are located on the second floor of the Police Department, inside the Communications Center and Radio/Telephone Room. One unit is 10KVA and the other is 8KVA.

1. Replace and Upgrade of Existing UPS Systems

- a. Procure two (2) UPS units – 10KVA which provides backup time of 60 minutes or longer
 - i. Telecom Room – 10KVA
 - ii. 911 Dispatch Center – 10KVA
- b. Delivery of equipment at 211 South First Street Alhambra, CA 91801 and set in place on the desired location – Second floor of Police Facility
- c. Electrical installation of 2 units to existing switches
 - i. Hardware
 - ii. Electrical requirements- Review electrical input from circuits to UPS units. This should include any electrical panels, maintenance bypass, or any other equipment required by code
 - i. Telecom Room – Existing 10KVA; review all electrical wiring for unit and upgrade electrical wiring
 - ii. 911 Call Center- Upgrade electrical input wire and breaker from 8KVA to 10KVA
- d. Provide onsite startup and total system check
 - i. Unit operational with all systems connected
 - ii. Bypass switch is functional
- e. Provide City staff training on units
- f. 5 year annual maintenance on units including emergency service

All electrical labor will be provided directly by the vendor. Under the contract awarded from this RFP, the successful Contractor will be the single point of contact for all installation, maintenance, and support of all hardware and software acquired in the solicitation and will be required to have the capability to support all components of this system in an integrated manner.

1.2 Equipment Warranty

Contractor shall include a copy of each manufacturer's written warranty statement for each piece of equipment furnished and installed into the SYSTEM with their proposal. Contractor shall also provide the details of all warranties that are applicable to the services and equipment provided to the City. Contractor will provide a five-year warranty on installation and provided hardware.

1.3 Project Manager/Key Personnel

Contractor shall provide a full-time Project Manager and key personnel who will be responsible for project oversight and delivery of the SYSTEM. The Project Manager shall be the single point of contact for the City and will be responsible for the management, implementation, and on-going

troubleshooting of the SYSTEM during its installation. Project Manager shall coordinate efforts with the City designee. The Project Manager shall be available to the City at all times by telephone during the course of the project and on-site within seventy-two hours of notification if necessary and requested, to respond to City needs, questions and/or issues. Project Manager will develop in consultation with the City a detailed implementation and project plan for the SYSTEM.

Resumes for all key personnel assigned to this project shall be provided with the proposal.

1.4 Subcontractors

The Contractor shall provide a list of names, addresses, and telephone numbers for subcontractor(s) the Vendor intends to employ in the installation, training and ongoing maintenance and support of the SYSTEM with the proposal. A criminal background check will be performed for all subcontractors and their employees before they are allowed to perform any services for the City.

The City reserves the right to reject any subcontractor and/or subcontractor employee. Should a subcontractor be rejected, the Contractor will be required to provide an acceptable alternate subcontractor.

Should a subcontractor under the direction of the Contractor fail to provide the agreed-upon level of service and response, the Contractor will be required to replace the subcontract with another organization. Such an action shall be completed so as not to cause unnecessary delays to the project schedule. Any additional costs associated with securing a competent replacement subcontractor shall be the responsibility of the Contractor.

1.5 Condition of Facilities

The Contractor shall be responsible for ensuring that all City work areas remain clean and orderly at the end of each day.

1.6 Contractor Coordination Responsibilities

The Contractor shall be responsible for coordinating the design and installation of the SYSTEM with the City and the Contractor's subcontractors and suppliers involved in this project.

1.7 Delivery Schedule

Contractor shall provide an integrated project timeline and implementation plan for the SYSTEM. The project timeline and implementation plan shall include details for all phases of activity for the project, including all deliverables and major milestones. The project goals and deadlines deemed the responsibility of the City are to be identified in the project timeline. This proposed project timeline and implementation plan shall be finalized during the negotiation phase.

1.8 Project Implementation Status Reports

The Contractor shall provide weekly updates on the project timeline and implementation plan update to the City's point of contact, Assistant Chief Edward Elizalde

1.9 Training

The Contractor must provide a plan for in-depth technical training for administrators, end users and IT staff on SYSTEM components which shall include the use and management of the UPS. All required instruction manuals, on-site qualified instructor costs, travel and lodging costs, and class materials shall be furnished by the Contractor, and included in the Fee Proposal.

1.10 Cost

Contractor shall identify all costs for SYSTEM hardware, software, installation, project management, training, maintenance, etc. Maintenance cost shall be provided for a term of five (5) years from the date of SYSTEM acceptance.

1.11 General Requirements

The successful Contractor will be required to provide the following:

- Full documentation and inventory of hardware models, software, and Contractor ware versions
- Installation map of hardware and relationships (network topology)
- Post-install as-built plan
- Installed site code base (where applicable)
- Professional Services in order to migrate current system and processes to new solution
- A five-year maintenance service contract with a defined SLA including response times
- A five-year warranty on installation and provided hardware

2. PROPOSAL REQUIREMENTS

Although the City requires no specific format, this section is intended to provide guidelines to the Contractor regarding features that the City will look for and expect to be included in the proposal.

2.1 Content & Format

The City requests that proposals submitted be in 12-point font, organized and presented in a neat and logical format and are relevant to these services. Contractor's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received.

The proposal should include the following:

1. Transmittal/offer letter
2. Page numbering
3. Index/Table of Contents
4. Approach
5. Team Organization including an organization diagram and time commitment of key staff
6. Statement of Qualifications including descriptions of similar projects by key staff to be assigned during the term of the contract
7. Brief resumes of key staff
8. Fee Proposal

2.2 Approach

A description of the contractor's approach and work program to meet the city's objectives shall be included. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items.

2.3 Team Organization

The purpose of this section is to describe the organization of the project team including subcontractors and key staff. A project manager and an alternate project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the City. An

organization diagram shall be submitted, showing all key team members and illustrating the relationship between the City, the project manager, key staff, and subcontractors. There also should be a brief description of the role and responsibilities of all key staff and subcontractors identified in the team organization.

2.4 Statement of Qualifications

The information provided in this section should describe the qualifications of the contractor and key staff in performing projects within the past five (5) years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project were responsible for performing. Information shall include:

1. Names of key staff that participated in named projects and their specific responsibilities.
2. The client's name, contact person, addresses, and telephone numbers.
3. A brief description of the type and extent of services provided.
4. Completion dates (estimated, if not yet completed).
5. Total costs of the projects.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

2.5 Fee Proposal

Compensation for services provided shall be based upon the Contractor's detailed Fee Proposal to furnish the services and equipment detailed in their proposal.

The Fee Proposal shall identify all costs by phases, associated with the comprehensive SYSTEM, including hardware, software, installation, project management, training, support, and maintenance. Maintenance cost shall be provided for a term of five (5) years, priced annually, from date of SYSTEM acceptance.

Reimbursable expenses shall not be allowed unless negotiated prior to a contract.

Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of contract.

2.6 Statement of Offer & Signature

The Proposal shall contain a statement that the proposals are a firm offer for a 90-day period and signed by an individual authorized to act on behalf of the Contractor.

3. TERMS AND CONDITIONS

3.1 Insurance Requirements

1. Types of Required Coverages

The successful Contractor shall procure and maintain in full force and effect during the term of the contract, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, the Contractor agrees to amend, supplement, or endorse the policies to do so.

- a. **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, with minimum limits of at least \$5,000,000 each occurrence, and if written with aggregate, the aggregate shall be double each occurrence limit.
- b. **Products-Completed Operations:** Contractor shall procure and submit to City evidence of insurance for a period of at least three (3) years from the time that all work under this Contract is completed.
- c. **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Codel 1) with minimum limits of \$1,000,000 each accident.
- d. **Professional Liability:** Professional Liability insurance with minimum limits of \$3,000,000 each claim. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- e. **Workers’ Compensation:** Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

2. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- a. The insurance coverages required by Section 1.a. Commercial General Liability; and 1.c. Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:
 - (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract.
Additional Insured Endorsements shall not:
 - 1. Exclude “Contractual Liability”
 - 2. Restrict coverage to the “Sole” liability of the contractor
 - 3. Exclude “Third-Party-Over Actions”
 - 4. Contain any other exclusion contrary to the Contract
 - (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.
 - (3) The policy or policies of insurance required by Section 1.e. Workers’ Compensation shall be endorsed, as follows:
 - 1. **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

3. Notice of Cancellation

Required insurance policies shall not be cancelled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

4. Evidence of Insurance

The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is canceled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5. Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6. Contractual Liability

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

4. Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during the suspension.

5. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

6. Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an

extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of “tail” coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

7. Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor’s policies.

3.2 Standard Form of Agreement

The contractor will enter into an agreement with the City based upon the contents of the RFP and the contractor's proposal.

3.3 Disclaimer

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified contractor, or to cancel this RFP in part or user-definable entirety. The City may require the selected contractor to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

3.4 Assigned Representatives

The City will assign a responsible representative to administer the contract and to assist the contractor in obtaining information. The contractor also shall assign a responsible representative (project manager) and an alternate, who shall be identified in the proposal. The contractor’s representative will remain in responsible charge of the contractor’s duties from the notice-to-proceed through project completion. If the contractor’s primary representative should be unable to continue with the project, then the alternate representative identified in the proposal shall become the project manager. The City’s representative shall first approve any substitution of representatives or subcontractors identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and subcontractor substitution or removal and may consider such changes not approved to be a breach of contract.

3.5 City Business License

A city business license will be required of the contractor and any subcontractors for services performed in connection with any agreement entered into through this RFP process.

4. EVALUATION & SELECTION PROCESS

The City's selection of qualified Contractor(s) will be based on the following:

- Quality and completeness of submitted proposal (**15 points**);
- Understanding of project objectives and SYSTEM requirements (**15 points**);
- Project approach, timeline and implementation plan (**15 points**);
- Fee Proposal/Proposed Cost (**15 points**);
- Support and services (**20 points**);

- Qualifications and experience with similar types of efforts (**10 points**); and
- Professional references (**10 points**).

Contractors will be notified of any additional required information and/or demonstrations and product testing after the written proposals have been evaluated.

Additional information related to the contractor selection process will be made available in the future once the City has executed this contract. Please refrain from making any verbal inquiries or requests for a formal debriefing related to the subject RFP until the City of Alhambra completes the ongoing contract process.

5. ADMINISTRATION SPECIFICATIONS

5.1 The City of Alhambra's Rights to Proposals

All proposals, upon submission to the City of Alhambra shall become its property for use as deemed appropriate. By submitting a proposal, the Contractor covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The City of Alhambra reserves the right to take one or more of the following actions as determined in the best interest of the organization:

1. to accept or reject in whole or in part any or all proposals;
2. to cancel this RFP in whole or in part without prior notice. Thereafter, City may issue a solicitation for new proposals;
3. The City makes no guarantee as to the usage of the services by City;
4. to waive, at its discretion, any minor errors, informalities or irregularities, which the City deems correctable or otherwise not warranting rejection of the RFP;
5. to correct any arithmetic errors in any or all proposals submitted;
6. to negotiate with any Contractor(s) as necessary to serve the best interest of the City and to negotiate the final contract(s) with the most responsive, responsible Contractor;
7. to investigate the qualifications of any Contractor under consideration;
8. to disqualify a proposal upon evidence of collusion with the intent to defraud or other illegal practices on the part of the Contractor;
9. to require confirmation of information furnished by the Contractor;
10. to award one contract for the total SYSTEM, or make multiple awards for separate SYSTEM components if it is deemed to be in the best interest of the City.
11. to utilize any or all the ideas from proposals submitted;
12. to change the proposal's due date upon appropriate notification;
13. to adopt any or all of a contractor's proposal; and
14. to negotiate modifications to the scope and fee with selected Contractor(s) prior to contract award.

5.2 Interviews/On-Site Demonstrations/Equipment Testing

City reserves the right to conduct interviews, and/or to require on-site demonstrations and/or product testing with some or all of the Contractors at any point during the evaluation process. However, the City may determine that interviews/on-site demonstrations/equipment testing are not necessary. In the event interviews/on-site demonstrations/equipment testing are conducted, information provided during the interview/on-site demonstrations/ equipment testing shall be taken into consideration when evaluating the stated criteria. The city shall not reimburse the Contractor for the costs associated with the interview/on-site demonstrations/equipment testing process. Equipment testing will be held at a time and place specified by the City. The Contractor's key project team members will be invited to attend the interview and/or on-site demonstrations and/or equipment testing. The Contractor should be prepared to discuss at the interview, their specific

experience providing services and equipment similar to those described in this RFP, project approach, estimated work effort, available resources, and other pertinent things distinguishing the Contractor from others.

5.3 Proposal Instructions

Deadline for submitting proposals is 10:00 a.m., Wednesday, June 28th, 2023. Mail or deliver to:

City of Alhambra, Police Department
Attn: Assistant Chief Edward Elizalde
211 South First Street
Alhambra, CA 91801

Please submit one (1) original and four (4) color copies of the proposal and in addition to the hard copies, an electronic copy on a flashdrive shall be included with the proposal submitted. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City. Proposal rate structure shall be submitted and clearly marked.

All submissions must be sealed in an envelope/package marked on the outside with "**SEALED PROPOSAL FOR UNINTERRUPTIBLE POWER SUPPLY (UPS) RFP NO. 2M23-14 DO NOT OPEN WITH REGULAR MAIL**". Proposals received after the deadline will be returned, unopened, to the Contractor.

5.4 Addendum and Supplements to the RFP

If it becomes necessary to revise any part of this RFP, an addendum or revision will be transmitted to all prospective contractors by email and will be posted on the City's website. Questions concerning the RFP document must be submitted in writing to City of Alhambra, Attn: Assistant Chief Edward Elizalde, 211 South First Street, Alhambra, CA 91801, or email at elizalde@alhambrapd.org. Questions will be received through June 14, 2023, at 5:00 p.m. Responses to all questions will be distributed in writing via email to all known contractors and will be posted on the City of Alhambra's website (www.cityofalhambra.org) as an addendum on June 21, 2023. Contractors are cautioned that any statements made by the contact person that materially change any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to this RFP.

5.5 Award of Contract

The City reserves the right to reject any and all Proposals. A formal contract award is anticipated for the best overall contractor as determined by the Evaluation Committee and approved by City Council as a result of this RFP. The City reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the funding request, or gives one party advantage or benefit not enjoyed by the other parties, or adversely impacts the interest of the City. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

5.6 False or Misleading Statements

Any submittals containing, in the opinion of the City, false or misleading statements will be rejected.

5.7 Prospective Contractor Costs

Costs for developing submittals are entirely the responsibility of the contractor and shall not be chargeable in any manner to the City.

5.8 Evaluation Process

The City will form an Evaluation Committee to review all submittals received by the deadline. Any submittal failing to meet any of the qualifications documented in this RFP may be rejected. The purpose of the Evaluation Committee is to recommend which contractor is best able to provide, install, maintain and support the SYSTEM, to the City's requirements, and within the City's budget. Submission in response to this RFP indicates your acceptance of the City's evaluation criteria.

5.9 Clarification of Proposals

The City reserves the right to obtain clarification on any item in any contractor's submittal or to obtain additional related information necessary to properly evaluate the submittal. Failure of a contractor to respond to a request for more information may result in the proposal being rejected.

5.10 Confidential Information

All responses to this RFP become the property of City and will be kept confidential until such time as a recommendation for award of contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act (Cal. Government Code Section 6250, et seq.). If a contractor believes that any portion of its proposal is exempt from public disclosure, such portion may be marked "confidential." The City will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data, and information. Proposals marked "confidential" in their entirety will not be honored, and City will not deny public disclosure of all or any portion of proposals so marked. By submitting information with portions marked "confidential", the Contractor represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse the City for, and to indemnify, defend and hold harmless City, its officials, officers, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, (collectively, "Claims") arising from or relating to OCFA's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, City may request that the Contractor directly defend any action for disclosure of any information marked confidential.

5.11 City Use of RFP Ideas

The City reserves the right to use any and all service and product ideas presented from prospective contractors. Selection or rejection of a contractor does not affect this right.

5.12 Copyrights and Patents

The contractor shall hold the City of Alhambra and its officers, agents, servants, and employees harmless from liability of any nature or kind because of any copyrighted information, secret or proprietary process, patented or unpatented invention, disclosed or used in response to this RFP, and agrees to defend, at its own expense, any and all actions brought against the City of Alhambra

or its officers, agents, servants, or employees or the Contractor alleging or arising from unauthorized use of such information, process or invention.

5.13 Reliance on Information

CONTRACTORS MAY RELY ONLY UPON WRITTEN INFORMATION AND/OR INSTRUCTIONS FROM THE CITY GIVEN HEREIN OR SUBSEQUENT TO THE ISSUANCE OF THIS RFP. CONTRACTOR MAY NOT RELY ON ANY ORAL INFORMATION AND/OR INSTRUCTIONS GIVEN WITH REGARD TO THIS RFP.

Any City response to a question or request for clarification by a contractor will be made in the form of an addendum to the RFP, which will be sent via email to all parties to whom the RFP has been issued not later than five (5) business days prior to the due date for receipt of the Proposal and will become part of the RFP.

5.14 Replacement of Incompatible Staff

The City reserves the right to request and receive a replacement for any contractor staff member whom the City, in its sole and absolute discretion, determines is not working effectively with the City's staff assigned to this project, or who is inadequately qualified to perform the services to be provided, or who is unsuitable to be performing services in secure areas.

5.15 Security Check

All contractor personnel and subcontractors are required to pass an extensive security background check before they will be allowed to perform any services for the City. The contractor or individual employees of the contractor may be excluded from providing services based on the results of the background checks, in the sole and absolute discretion of the City. All proposals should acknowledge this fact, and project timelines should reflect this fact.