



REQUEST FOR PROPOSALS
FOR
CITYWIDE COPIER LEASE PROGRAM

PROPOSAL NUMBER: 9336
PROPOSAL SUBMISSION DEADLINE: (Prior to 3:00 p.m. August 18, 2015)
PROPOSAL CONTACT: Gary Watahira
PURCHASING DIVISION
Phone: (559) 621-7103 OR 621-1332
Fax: (559) 488-1069

CITY OF FRESNO
PROPOSAL SPECIFICATIONS
REQUEST FOR PROPOSALS
CITYWIDE COPIER LEASE PROGRAM

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I - INTRODUCTION
- Notice Inviting Proposals
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NOTICE INVITING PROPOSALS

Sealed proposals will be received at the office of the Purchasing Manager of the City of Fresno, 2600 Fresno Street, Room 2156, Fresno, California 93721, all in accordance with the Specifications for:

CITYWIDE COPIER LEASE PROGRAM

REQUEST FOR PROPOSALS NO. 9336

The City of Fresno is soliciting proposal to provide, maintain, service and support copier/multifunctional devices (MFDS) for all City Divisions as well as production quality copiers with a variety of finishing capabilities for the Central Printing Division. The ideal service provider will have proven capabilities to provide a comprehensive program for minimizing interruptions in service and convenience of administration with billing reports and cost allocation. In addition the service provider will include a proposal for network and a print management program. The service provider will also provide their document imaging solution.

The RFP forms and specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: www.fresno.gov, *For Business* (to the right of the screen), *Bid Opportunities*.

Bids will not be accepted Online or via Fax.

Bid Proposal forms, Instructions to Bidders and copies of the plans and/or specifications can also be obtained at the Office of the Purchasing Manager.

Proposals are to be submitted at the Office of the Purchasing Manager of the City of Fresno, 2600 Fresno Street, Room 2156, Fresno, CA 93721 prior to the opening at 3 p.m. on Tuesday, August 18, 2015, at which time they will be publicly opened and recorded.

All proposals must be made on the proposal forms provided by the Purchasing Manager and must be accompanied by a deposit in the amount of **Five thousand dollars (\$5,000)** in the form of a Cashier's or Certified Check, an irrevocable letter of credit, or a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be held until a Contract has been executed with the successful Proposer or all proposals have been rejected.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A proposal conference will be held at **11:00 a.m. on July 9, 2015**, at the Office of the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California. Prospective Proposers are encouraged to attend.

The City of Fresno reserves the right to reject any and all proposals.

INSTRUCTIONS TO PROPOSERS

PART I. GENERAL

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and delivered, under sealed cover plainly marked:

CITYWIDE COPIER LEASE PROGRAM

REQUEST FOR PROPOSALS NO. 9336

at the Office of the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California, 93721, on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.

2. No proposal will be considered for award unless the Proposer has complied with the following:

Proposers must submit a deposit in the amount of **Five Thousand dollars (\$5,000)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, or a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected.

A proposal without a proper deposit will automatically be rejected.

3. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$50,000 shall be subject to the approval of the City Council.

4. The City reserves the right to reject any and all proposals.

Submittal of Proposal

5. Each Proposer shall carefully examine each and every term of this Request for Proposal; and each Proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposal.

6. The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

7. Proposers will submit **an original and 5 copies of their proposal in a sealed envelope**, marked on the outside **RFP No. 9336, CITYWIDE COPIER LEASE PROGRAM** and will include the name of the Proposer and the date and time of proposal submittal deadline.

8. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.

9. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

Local Preference

10. Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a five percent (5%) preference for a local firm in evaluating proposals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest proposal price from a firm other than a local firm, if the Proposer submitting the lowest proposal price is not a local firm. The Proposer shall certify, under penalty of perjury, that the Proposer qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

"Local firm" shall mean a firm with a fixed primary or branch office within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

Proposers shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their proposal if they seek the benefit of local preference.

Public Records

11. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

Selection Process and Evaluation Criteria

12. Proposal Evaluation

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may be considered nonresponsive and dropped from the evaluation process.

The Selection Committee will include at least one representative from a Department with no direct interest in the service(s) being requested by this Request for Proposals and a representative from the Purchasing Division. A member of the City of Fresno Finance Department will be responsible to review the Proposer's Financial Statements and the Selection Committee will be provided a copy of the report generated by that review. The Committee may also include a representative from outside the City organization. It will be the responsibility of this committee to make recommendations advisory to City Manager and in accordance with the award criteria enumerated below.

The Selection Committee will evaluate the proposals on the following criteria:

- a. **Cost** as shown on the proposal form.
- b. **Ability** to meet the stated service requirements.
- c. **Past Performance and Experience** based on References and experience shown on "Statement of Qualifications and Experience."

- d. **Conformance** to the terms and conditions of the RFP.
- e. **Financial Stability** based on information provided in the Statement of Qualifications.
- f. **Other** related information.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

13. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

14. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project.

15. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

Time to Award

16. The Proposer agrees that the City may have 120 days to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

Contract Documents

17. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2600 Fresno ST. Room 2156 – Fresno, Ca 93721 within 15 calendar days (except in the event in the event federal funding is applicable to the Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to find the proposal non-responsive and move to award to the next proposer offering the next best value to the City.

Questions, Clarifications and Concerns

18. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the Designated Buyer of the Purchasing Division (see cover page) and shall be sent by facsimile to (559) 488 1069. A Question Form for this purpose has been included as page 7.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Designated Buyer of the Purchasing Division, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or her/his designee.

Contacts with City Staff

19. Before an award is made, any contact with City staff, other than the Purchasing Manager or his/her designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE

20. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under Government, "City Clerk" - Fresno Municipal Code- Or view the Fresno Municipal Code directly at <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>

Notification of Staff Determination

21. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on a public bulletin board outside the Purchasing Division Office and the City's website www.fresno.gov, reference link "*For Business*" (right hand side of screen), "*Bid Opportunities*," and "*Anticipated Award*." The bulletin board and website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested Proposers to seek this information from either of these sources.

For those Proposers that have concerns or rebuttal of any determination of non-responsiveness or non-responsibility about the Staff Determination, they will be given an opportunity to submit, in writing, within 5 days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within 5 days. If no action is taken within such 5 days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

Debarment

22. A Bidder who has been determined by the Council to be nonresponsible may be debarred from bidding or proposing upon or being awarded any contract with the City or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Bidder may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING

23. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.



PURCHASING DIVISION
 TELEPHONE # (559) 621-1332
 FAX # (559) 488-1069

<p>BID QUESTIONS FOR: PROJECT TITLE CITYWIDE COPIER LEASE PROGRAM</p> <p>RFP No: 9336</p> <p>ATTENTION: Gary Watahira</p>	<p>(FOR CITY OF FRESNO USE ONLY)</p> <p>QUESTION No:</p> <p>DATE: _____</p> <p>REVIEWED BY:</p> <p>RESPONSIBLE FOR RESPONSE:</p> <p><input type="checkbox"/> CITY</p> <p><input type="checkbox"/> CONSULTANT</p>
<p>FROM:</p> <p>COMPANY:</p> <p>CONTACT PERSON:</p>	<p>DATE:</p> <p>PHONE No:</p> <p>FAX No:</p>
<p>QUESTION:</p>	
<p>ANSWER:</p>	
<p>RESPONSE BY:</p> <p>INCLUDED IN ADDENDUM NO.</p>	<p>DATE:</p> <p>DATE:</p>

One question per page - Duplicate this form as necessary

II - PROPOSAL AND CONTRACT DOCUMENTS

Proposer's Name _____

CHECK LIST

Proposals shall be submitted in a three-ring binder, **one original and 5 copies**. The total proposal packet must be sealed and clearly marked on the outside **RFP No. 9336 for Copier Lease Services**.

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

- 1. **COVER LETTER**, including company name, address, contact name, phone number and fax number.
- 2. **PROPOSAL DEPOSIT** in the form of:

<input type="checkbox"/> Certified Check	<input type="checkbox"/> Proposer's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond
- 3. **COST PROPOSAL** (p.10)(complete attached form)
- 4. **PROPOSER QUALIFICATIONS** (p.11)
- 5. **CITY FORMS** (pp. 15-19) (complete/return attached forms)
 STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND INSURANCE REQUIREMENTS
 CERTIFICATION FOR LOCAL PREFERENCE, if applicable
 NON-COLLUSION AFFIDAVIT
 ADDENDA AND PROPOSAL DEPOSIT
- 6. Signature page of all **ADDENDA** issued, Addendum No. (Enter numbers, if applicable).
- 7. **REFERENCES** (p.14)
- 9. **SIGNATURE PAGES** (pp.20-21), including other document to authorize individual who signs proposal.

Proposer's Name _____

**Citywide Copier Lease Program
REQUEST FOR PROPOSAL NO. 9336**

INTRODUCTION

TO THE PURCHASING MANAGER, CITY OF FRESNO

COST PROPOSAL

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

Item	Est. Annual Units	Description	Cost per Copy	Total Est. Annual Cost
1	10,900,000	Black/White		0
2	1,685,000	Color		0
3	71,500	Scans		0
Total Cost				0

INSERT TEXT OR TABLE

The Total Amount of Proposal is **Dollars and Cents.**

Add Alternate:

- 1 Wireless Printing**
 - a. Wireless Capable WPA2 Enterprise, EAP TLS, 8011.ac backwards compatible capability
- 2 Alternate Proposal:**
Customized proposal that will meet the printing and service needs of the City of Fresno using the unique features and systems your company has to offer.

The above amount shall include any and all applicable taxes.

The quantities listed on the proposal page(s) are estimates. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposals.

(Submit with Proposal.)

Proposer's Name: _____

PROPOSER QUALIFICATION QUESTIONNAIRE

FOR REQUEST FOR PROPOSALS FOR:

**CITYWIDE COPIER LEASE PROGRAM
RFP # 9336**

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the proposal Specifications:

(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

b. Address:

Is your firm operating as a franchisee? Yes or No

If yes, list the franchiser, and number of years your business has been franchised:
2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.
3. How many years has your business been established?

How many years has your business been under your present name?

How many years under former names? (List name and number of years)
4. How many years has your business been providing services?
5. What other types of services does your business provide?

Proposer's Name _____

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parents company, its principals, and their addresses):

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes or No

If so, list the date, client, and reason for termination below:

8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field. Organization chart attached?

Yes or No

9. Does the proposer currently possess sufficient inventory to meet the initial requirements (See Estimated Quantities for each _____, pgs. _____ for this contract)?

Yes or No

If "Yes", describe the inventory and if "No", describe how you will meet the initial requirements:

10. Describe how you will meet the requirement to provide _____ . Ref. pg if applicable

11. Outline your support services including establishing direct lines of communication between City technical staff and the manufacturers(s). Ref. pg if applicable:

Proposer's Name _____

ADDITIONAL INFORMATION TO BE PROVIDED BY PROPOSER

Proposers must present evidence, satisfactory to the City, indicative of the Proposer's ability to provide the required services and the Proposer's long term financial strength. To this end, the Proposer must attach the following information to the Proposal Form:

A. MANUFACTURER'S CERTIFICATION:

If the Proposer is other than the manufacturer, Proposer shall attach:

1. Certification from the manufacturer(s) on manufacturer's letterhead stating that the Proposer is an authorized representative of the manufacturer to sell and lease the manufacturer's and that all equipment is new; and
2. Certification from the manufacturer(s) on manufacturer's letterhead stating that the Proposer is authorized to repair and maintain the manufacturer's equipment; and
3. Documentation that the Proposer's technicians are factory trained and certified; and
4. Either of the following: (1) a letter of commitment from the manufacturer which will assure the Proposer of a source of supply sufficient to satisfy the City's requirements for the contract period including the option years; or (2) other evidence that the Proposer will have an uninterrupted source of supply from which to satisfy the City's requirements for the contract period.

B. TECHNICAL LITERATURE:

The proposer shall include with the proposal detailed descriptive literature for the equipment being offered listed on page 10. Such literature must provide information on electrical wiring needs, space requirements, and all technical data required for a full evaluation. If technical literature provided is not sufficient for the City to evaluate the proposal, the City may be request additional information.

Proposer's Name _____

REFERENCES

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY NAME:

ADDRESS:

CONTACT PERSON:

E-MAIL:

PHONE NUMBER:

FAX NUMBER:

LENGTH OF CONTRACT:

NUMBER OF YEARS:

TYPE OF SERVICE PROVIDED:

2. AGENCY/COMPANY NAME:

CONTACT PERSON:

E-MAIL:

PHONE NUMBER:

FAX NUMBER:

LENGTH OF CONTRACT:

NUMBER OF YEARS:

TYPE OF SERVICE PROVIDED:

3. AGENCY/COMPANY NAME:

ADDRESS:

CONTACT PERSON:

E-MAIL:

PHONE NUMBER:

FAX NUMBER:

LENGTH OF CONTRACT:

NUMBER OF YEARS:

TYPE OF SERVICE PROVIDED:

Proposer's Name _____

STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS

FOR: CITYWIDE COPIER LEASE PROGRAM

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

- ACCEPT**
- DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

INSERT IF APPLICABLE

Signature of Authorized Person

Type or Print Name of Authorized Person

(Submit with Proposal, if applicable)

Proposer's Name _____

**CERTIFICATION FOR LOCAL PREFERENCE
FOR: CITYWIDE COPIER LEASE PROGRAM**

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109.

Location of Business:

(Please provide street address, no PO Box)

Primary Office

Branch Office

(Please mark as applicable)

Address:

Phone:

The undersigned Proposer hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

The above Statement is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Certification.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposer's Name _____

NON-COLLUSION AFFIDAVIT

FOR: CITYWIDE COPIER LEASE PROGRAM

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

TIME PERIOD TO AWARD/REJECT

The undersigned Proposer agrees that the City may have **120 DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

PROPOSAL DEPOSIT

Accompanying this proposal is a Proposal Deposit in the amount of **Five thousand dollars (\$5,000)** in form of:

- Certified Check
- Cashier's Check
- Certificate of Deposit
- Bidder's Bond
- Irrevocable Letter of Credit
- Annual Bidder's Bond

which is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

BUSINESS LOCATION

- The undersigned Proposer does not maintain a place of business in the City of Fresno.
- The undersigned Proposer maintains a place of business in the City of Fresno at: _____, Fresno, CA

BUSINESS LICENSE

- The undersigned Proposer has a current City of Fresno Business License and the number is _____.

If the successful bidder does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

CONTRACTOR'S LICENSE

The undersigned Bidder holds a valid Class State of California Contractor's License. The License Number is _____ and was issued on _____. Expiration Date: _____, if applicable.

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ () _____ () _____
Firm Phone Fax

(2) _____
(Corp) (Individual) (Partner) (Other)

(3) _____
Business Address

City

State

Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS

NOTE: All addresses must be complete with street number, City, State, and Zip Code.

SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Bid Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was duly
signed for and on behalf of said corporation by authority of its governing body, as evidenced by the
attached true and correct copy of the _____
Name of Corporate Document

By: _____

Name: _____

Title: Secretary

Date: _____

SAMPLE
SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and [Contractor Name], [Legal Identity] (hereinafter referred to as "Contractor") as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: [Title] (Request for Proposals No. [Number]) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION: Contractor shall indemnify, hold harmless and defend City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[Contractor Name],
[Legal Identity]

CITY OF FRESNO,
a California municipal corporation

By: _____

By: _____

Name: _____
(Type or print written signature.)

[Name], Purchasing Manager
Finance Department

Title: _____

Dated: _____

Dated: _____

ATTEST:
YVONNE SPENCE
City Clerk

By: _____

By: _____

Name: _____
(Type or print written signature.)

Deputy Date

Title: _____

APPROVED AS TO FORM:

Dated: _____

DOUGLAS T. SLOAN
City Attorney

By: _____

Deputy/Senior Deputy

III - GENERAL CONDITIONS

III. GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. **DELIVERY OF SERVICES:** If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2600 Fresno Street,, Fresno, California 93721, in a form acceptable to the City of Fresno within fifteen (15) calendar days from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a "Faithful Performance Bond" from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of **\$NA**. If applicable, this bond is to be renewed annually.

PROVISIONS APPLICABLE ONLY FOR SERVICES TO BE PERFORMED ON CITY PREMISES

7. INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve

CONTRACTOR of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR, or any party the CONTRACTOR subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY (CGL):**
 - (i) \$2,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$2,000,000 per occurrence for personal and advertising injury;
 - (iii) \$4,000,000 aggregate for products and completed operations; and,
 - (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY (CAL):**

\$1,000,000 per accident for bodily injury and property damage.

**OR (as approved by the City's Risk Manager)*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. **BUILDERS RISK** (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. **(Only required if the project includes new construction of a building, or renovation of, or addition to, an existing building.)**

5. **CONTRACTORS' POLLUTION LEGAL LIABILITY** (CPL) (and/or other applicable policies as determined by the City's Risk Manager or his/her designee, e.g. Asbestos Legal Liability) *unless waived in writing by the CITY'S Risk Manager or his/her designee* shall be written on either an occurrence form, or a claims-made form, and is required for all environmental and water remediation work and for all work transporting fuel. CPL is also required for demolition, renovation, HVAC, plumbing and electrical work (including, without limitation, lighting) on any structure built prior to the year 1990 with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence or claim; and,
- (ii) \$2,000,000 general aggregate per annual policy period.

(a) In the event this Agreement involves any lead based, mold or asbestos environmental hazard, either the CAL policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance* covering materials to be transported by APPLICANT pursuant to the Agreement.

(b) In the event this Agreement involves any lead-based environmental hazard (e.g., lead based paint), and/or asbestos environmental hazard (e.g. asbestos remediation), and/or mold environmental hazard (e.g. mold remediation) the CPL insurance policy or other appropriate policy shall be endorsed to include coverage for lead based environmental hazards and/or asbestos environmental hazards and/or mold environmental hazards and "microbial matter including mold" with the definition of "Pollution" and

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The CGL, CAL and CPL policies of insurance shall be endorsed to name CITY, its officers, officials, agents, employees and volunteers as additional insureds. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

- (iii) For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR and any subcontractor shall establish primary and noncontributory status by use of ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and noncontributory status as broad as that contained in ISO Form CG 20 01 04 13.
- (iv) The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
- (v) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

CLAIMS-MADE POLICIES - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, CONTRACTOR must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

MAINTENANCE OF COVERAGE - If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY hereunder shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, agents, employees, persons under the supervision of CONTRACTOR, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and CONTRACTOR shall ensure that CITY, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONTRACTOR and CITY prior to the commencement of any work by the subcontractor.

Bidders who plan to participate repeatedly in City bids are encouraged to submit annual insurance certificates at time of bid which will remain on file in the Purchasing Division.

8. **INDEMNIFICATION**: The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the gross negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

9. **PRECEDENCE OF CONTRACT DOCUMENTS**: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

11. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

12. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

14. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

15. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Contractor, its successors, or assigns, shall be null and void unless approved in writing by the City.

16. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

17. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee

withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

18. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

19. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

20. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

21. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

22. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

24. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

25. RECYCLING: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(i) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

26. **NOTICES:** Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

27. **BINDING:** Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

28. **WAIVER:** The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

29. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. **NO THIRD PARTY BENEFICIARIES:** The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

31. **EXTENT OF AGREEMENT:** Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

32. **HEADINGS:** The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

IV. SPECIAL CONDITIONS

PAYMENT: The Proposer shall invoice the City of Fresno in order to initiate the payment process. Invoices shall conspicuously display the City's purchase order number and shall be submitted to:

ATTENTION:
City of Fresno
Purchasing Division
2600 Fresno Street
Fresno, CA 93721

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.

V - SCOPE OF WORK

FOR: CITYWIDE COPIER LEASE PROGRAM

The intent of this Request for Proposal is to establish a contract for a copier program based on cost-per-copy pricing. The expectations of the Vendor include supplying the copier/multifunctional devices, scheduled routine maintenance, repairs, parts, and ALL consumables (except paper) as well as working the City's technology staff to connect all equipment provided to the network. Currently, the City has approximately 135 copy machines of various sizes and speeds. The service provider will also provide a proposal for document imaging.

The Vendor will be responsible for providing **ALL** phases of copier services including providing new copy machines, providing prompt maintenance (both preventative and remedial), providing all supplies (except paper), providing accounting and invoicing data, providing delivery and copier set-up services, providing copier volume usage reports and providing both initial and continuous operator training. The costs for the foregoing services shall be included in the unit price per copy.

Copier Installation Requirements:

The COST-PER-COPY PROGRAM service shall include delivery, installation, set up, and make ready for use with removal of all shipping debris, providing all consumable supplies (except paper), emergency repair service during normal business hours (Monday through Friday, 8:00 AM. to 5:00 PM.), periodic preventive maintenance, and unlimited operator training. The Vendor shall remove from the premises all crates, wrappings and other flammable waste materials or trash from the building. If the premises are not maintained properly, the City may have any accumulations of non-recyclable waste materials or trash removed with costs to be incurred by the Vendor as deemed appropriate. Vendor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as the tools, installation equipment, machinery and surplus materials during the progress of the work and until completion thereof. Vendor is responsible for any damage to the premises of any site as a result of the installation and shall repair and restore to the original condition any area so damaged within the time frame designated by the City.

Newly Manufactured:

For purposes of the initial installations and all subsequent installations over the duration of the term of this contract, **all equipment shall be new and assembled for the first time** from new components by the manufacturer. The City shall be the first user of the new equipment with no previous placements (ever) on rental/lease or ever placed in the Vendor's or customer location as a demonstration unit including employee home offices. **All equipment performance and reliability standards shall conform to "new" specifications.**

Parts:

All parts and components supplied by the Vendor in the process of maintenance and service of the **new** equipment for the duration of this contract shall be new Original Equipment Manufacturer.

Manufacturers Certification:

The Vendor shall comply with the following (where Vendor is other than the manufacturer of the copiers):

1. Vendor is an authorized representative of the manufacturer to sell and lease the

- manufacturer's copiers and that all equipment is new; and
2. Vendor is authorized to repair and maintain the manufacturer's copiers; and
 3. Vendor's technicians are factory trained and certified; and
 4. Vendor shall have a written commitment from the copier manufacturer(s) that assures the Vendor of a source of supply sufficient to satisfy the City's requirements for the contract period including the option years.

Minimum Copier Features:

Vendor must meet minimum copier features, however, the Vendor may exceed the minimum copier features by proposing faster, larger, or more featured machines.

Technical Maintenance Support:

The Vendor shall have sufficient management and qualified manufacturer certified trained technicians to service all copiers supplied under the agreement within the specified response time.

Replacement and Back-Up Equipment:

Replacement copier(s) are defined as copier(s) that will be installed to replace a malfunctioning copier and will remain on site for the term of the contract. All replacement copiers must be new **or greater than or equal to the original copier**. Backup copiers (loaners) are defined as copier(s) that will be installed on a temporary basis while the malfunctioning copier(s) is repaired or until a replacement copier(s) is installed. **Back-up equipment will be required after a copier has been down for sixteen (16) consecutive business hours from the time of the service call.** Back-up equipment will be replaced within 30 days with the original machine or a new replacement. Failure to meet either of the preceding time lines will result in a penalty of \$500.00 per day for each day the time line is delinquent.

Parts/Supply Availability:

The Vendor shall have in place an inventory and delivery system of parts and consumable supplies in quantities sufficient to serve the requirements of this contract. It shall be the responsibility of the Vendor to maintain stock levels of all consumable supplies at the individual copier sites. If adequate stock is not available at a site, the Vendor must deliver the necessary items within four (4) hours on-site after receipt of a verbal request service call. Failure to deliver the necessary items within the preceding timelines will result in a penalty of \$500.00 per day for each day the items are delinquent. It is the responsibility of the Vendor to track the inventory and usage of supplies to insure adequate availability.

Service repairs:

It will be the responsibility of the Vendor to provide service within four (4) hours on-site after a call is placed, during normal business hours of 8:00 AM. to 5:00 PM. Monday through Friday. Failure to meet the preceding timeline will result in a penalty of \$500.00 per day for each day the service is delinquent Preventive maintenance will be based upon the specific needs of the copier as determined by the Vendor. All maintenance parts and labor cost shall be included in the cost-per-copy price. The Vendor will be required to provide service records on all machines covered under this contract to the City's authorized representative.

Other Requirements:

Vendor shall designate a specific contact representative who will be authorized to make decisions on behalf of the Vendor to ensure that the contract implementation and day-to-day operation is as specified, and who will serve as a point of contact for the City authorized representative. The Vendor shall provide for each machine, at no additional cost, an OPERATOR TRAINING PROGRAM for a primary operator, a back-up key operator and an operations demonstration for casual users to be scheduled at mutually agreed times after the initial installation and quarterly thereafter if requested.

A stand, table or similar equipment MUST be provided for all non-floor models at no additional cost to the City.

Delivery Time:

Initial copiers (reference quantities and models in inventory p.45) Shall all be delivered, installed, and operational within sixty (60) calendar days after the date of the Notice to Proceed. The Vendor shall provide the City with a phase-in schedule that outlines projected quantities of copiers to be installed and made operational at all City facilities, fifteen (15) calendar days after award of contract.

Subsequent copiers shall be delivered within 10 working days of the date of notifications to the Vendor.

Vendor Reports:

The Vendor shall be required to provide the following reports:

a. Semi-Annual Reports: The Vendor shall maintain an inventory record that identifies all equipment delivered under this contract. The inventory record will be provided to the City's authorized representative on a semi-Annual basis:

- (1) Make and model, department, location, and serial number of all installed equipment;
- (2) Vendor's record of performed maintenance and repair;
- (3) Monthly volume by machine or copies produced;
- (4) Total billing for all copying services provided during this period provided in a clear and concise report.

The Vendor shall also provide a semi-annual usage report to the City's authorized representative for each location by machine. At this time, the Vendor shall review the copier volume classes and make recommendations based on the over usage/under usage of the machines.

Meter Card Requirements:

The Vendor will be responsible to provide the City's authorized representative the total monthly copy counts. These counts must include: location of the unit, serial number and model. Two copy count reports must be provided one which provides total meter readings for each unit with per user counts and the second user I.D. totals for each individual operator. The Vendor is free to install any automated device that may assist in this process, provided it is at no additional cost to the City. The meter report will be sent to the City authorized representative for each site by the 5th day of each month for the previous month's service. Failure to submit the meter reports in the required time frame will result in a penalty of \$500.00 per day for each day the reports are delinquent. Meter readings will constitute the total copy volume for a single calendar month. There will be no assistance/action by the City to accomplish this requirement.

At any time during the contract period, should the Vendor introduce new or improved models of copiers as replacements for models initially provided under this contract, he shall submit in writing to the City authorized representative, the proposed substitution for approval. Any proposed model offered must be of equal or greater capability as the model to be replaced.

Information Technology Requirements:

All digital equipment must have the capability of upgrading to network connectivity and be Post Script II and III compliant.

All equipment/software must be compatible with networking protocol TCP/IP and be capable of operating from Microsoft Windows 7 Enterprise OS, 8.X Enterprise OS, Wireless printing protocol WPA2 Enterprise, EAP TLS, 8011.ac backwards compatible capability.

All equipment offered must have 10/100MB Ethernet connection.

Ship with PCL drivers default and Postscript Drivers

Environment:

The City computing environment contains a 1 GB Fiber backbone. The City also supports a wide range of environments including IP, Windows 7, and Windows 8.x, current tablets (Android and IOS).

Memory Wiped Clean Before Copier Leave Premises

Wipe HDD Certifications - guarantee data wipes, must be completed before copier is removed.

Laserfiche Compatible

Must be compatible with the Laserfiche document imaging program.

Software Technical Support:

The Vendor shall establish support services including direct lines of communication between City technical staff and the manufacturers(s) of the equipment offered.

The Vendor agrees that Network Services includes all actions to diagnose, restore to manufacturers and City's specifications and correct product and software malfunctions to their original capability.

The Vendors shall be responsible for backing-up and restoring information stored on electronic media when the repair or replacement could affect any data stored on the equipment. As stated, above all hard drives will be cleared on all copiers removed from service before leaving the premises.

The Vendor shall keep complete records available to the City, documenting all programming changes, software installations or upgrades and trouble fixes including those done remotely to insure connectivity.

To reduce integration and administration costs, the copiers are to be centrally managed from a server with the users account pulled from LDAP or eDirectory.

Printer drivers for the copiers will be able to be pushed out via NDPS and/or iPrint and will not burden the user by having them enter a special code per print job.

The copiers will integrate with the City of Fresno's current rightfax system.

Responsibilities and Duties of the Vendor:

Vendor shall be responsible for the administration and management of user I.D.s for all machines throughout the life of the contract.

Vendor shall ensure that no equipment or supplies will be delivered to the site(s) prior to the date(s) agreed upon in the phase-in schedule by the City's authorized representative. Vendor shall be responsible for all material(s) shipped prior to and during installation until the City gives acceptance in writing. All risk of loss or expense associated with storing material(s) prior to the date of acceptance by the City is the responsibility of the Vendor.

It will be the responsibility of the Vendor to have qualified trained sales/service staff personnel to provide software and technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc. Vendor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Vendor's staff. Such assistance shall be available at no cost and within twenty-four (24) hours of notification by the City. Failure to provide such assistance within the required time frame will result in a penalty of \$500.00 per day for each day the assistance is delinquent

It will be the responsibility of the Vendor to notify the City when a copier is discontinued by the manufacturer and becomes unavailable. Any discontinued model that is in use and operational, will not be replaced until it is no longer serviceable. At that time, the City's authorized representative must approve the replacement model being offered by the Vendor. Such approval is contingent upon compliance with the following conditions:

- a. The replacement copier is of equal or greater technology and offers the same or better features than the discontinued model.
- b. The replacement copier has the same or less cost-per-copy prices than the discontinued copier.

Problem Machine Replacement:

Machines having demonstrated a history of "excessive down time" shall be replaced by the Vendor with a new machine of equal or better features, unless the user department declines. Down-time is calculated from the time the department places the call, and ends when the machine is up and running.

Service calls that are operator induced will not be counted. To qualify for replacement, the following steps must occur:

- a. The user department must document the service log as to number of times per month the machine has required service, number of hours the machine is down, nature of problems, and re-occurrences of same problems.
- b. The user department must contact the City's authorized representative discuss their concerns regarding the overage of calls. The vendor's contact person will research the matter and follow-up with a return phone call and a plan of action.
- c. The vendor's and the City's authorized representative shall be dispatched on-site to ascertain the malfunctions and make a determination as to what course of action will be taken:

- 1) Repair the machine.
- 2) A determination made for complete reconditioning.
- 3) A determination made for replacement.

d. If it is determined reconditioning is the best solution, a back-up machine will be sent and the user department's machine brought into the shop for a comprehensive reconditioning.

The City understands that during the "break-in" period of a new machine service calls are eminent. However, calls exceeding the standards identified shall cause the machine to be replaced with a new unit of equal size and features without question.

Cost Proposal

Pricing is to be "no minimum" cost-per-copy program the total pooled output of the entire City without regard to the total number or types of copiers provided. For example, if the City were to call for six copy machines and the baseline page output is 20,000 pages per month; we would have a total pooled output of 120,000 pages per month. In this environment we could have one copier output 5,000 pages and another copier output 35,000 pages without the second copier charged at the higher cost-per-copy rate as long as the overall output remained under the pooled 120,000 pages.

Prices quoted should be on a per copy basis to the fourth decimal point, for example "\$0.0195 per copy." "Per Copy" shall include per "flash", i.e. copies made to fax or e-mail where a paper copy is not produced.

Copy cost must include the cost of lease of the equipment, services and maintenance (parts and labor), all chemical supplies (toner and developer), and the necessary training of personnel. Delivery, installation and removal charges must also be included in the prices quoted. Vendor shall provide and pay for all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly, plus inspection before and after installation of all items specified herein.

The City requires various levels of volume categories to cover its copier requirements. Volumes are based on historical information. A cost per copy should be submitted for each individual copy made. The monthly volumes are specified for each category of copier.

This is a FIRM-FIXED PRICE CONTRACT. All prices shall be F.O.B. Destination and shall include all materials/services specified herein in addition to any charges that may be imposed in fulfilling the terms of this contract.

Projected Requirements/Estimated Quantities:

The quantities (volumes of copies) specified in this solicitation are estimates only, and are given for the information of Vendors and for the purpose of the City's RFP evaluation. They do not indicate the actual number of copies, which will be ordered, since such volume will depend upon requirements, which may develop during this contract period. To the best knowledge of the City, this is the historical usage of copies. The City makes no guarantee as to copy usage on a City-wide basis or for individual units.

The Vendor shall make every effort to ensure that the placement of copiers by volume classification are directly related to the estimated average monthly volume of copies produced at a given copier site. For the first six (6) months during the transition period there will be no changes to the copier placement unless requested by the City. After the transition period, if there is over use/under use for three (3) consecutive months at any location, then the Vendor may recommend in writing, with

supporting documentation of the usage history, to replace with a correct volume machine. The final decision, however, as to the volume classification of machine that is appropriate for any site shall be solely that of the City using department and the assigned City authorized representative.

Examples of Model Specifications

A minimum of 3 levels of copiers based on the needs of the departments will be required. Additional models as suggested by the vendor to better suit the departments can be suggested.

Specifications for Digital Copier (A)

Copy Range 10,000 per month

Manufacturer rated 15,000 per month

Production speed of 20-30 copies per minute

Auto document feed capability of 10 sheets of 20# paper

Must be able to run 11x17

Offset stacker with single position stapler

Duplex capability 2:1/2:2/1:2

Enlarge to 200%

Reduce to 50%

Multi-function capabilities:

- Network Printer (Required)
- Scan (Required)
- Fax to Email (Optional) |
- Scan to Email and to File (Optional)

Manufacturer Certified Facility

CITYWIDE COPIER LEASE PROGRAM
Specifications for Digital Color Copier (B)

Copy Range 25,000 per month

Manufacturer rated 50,000 per month

Production speed of 31-40 copies per minute

Auto document feed capable of 50 sheets of 20# paper

Copier must handle paper weight of 20# to cover weight of 65#

Three-hole punch feature

Duplex capabilities of 2:1/2:2/1:2

In-line stapling minimum 25 sheets 20# paper

Must be able to run 11 x 17

Reduce to 25%

Enlarge to 400%

Multi-function capabilities:

- Network Printer (Required)
- Scan (Required)
- Fax to Email (Optional) I
- Scan to Email and to File (Optional)

Manufacturer Certified Facility

CITYWIDE COPIER LEASE PROGRAM
Specifications for Digital Color Copier (C)

Copy range 35,000 per month

Manufacturer rated 75,000 per month

Production speed of 41-50 copies per minute

Auto document feed capability of 100 sheets of 20# paper

Duplex capabilities of 2:1/2:2/1:2

Copier must handle paper weight of 20# to index weight of 110#

Large Capacity Tray (Optional)

In-line stapling minimum of 50 sheets

Three-hole punch feature

Must be able to run 11 x 17

Reduce to 25%

Enlarge to 400%

Multi-function capabilities:

- Network Printer (Required)
- Scan (Required)
- Fax to Email (Optional) |
- Scan to Email and to File (Optional)

Manufacturer Certified Facility

Current Inventory of Models

Model	Mach ID
CLP-775ND Total	1
CLX-6260FW Total	1
IR 1023IF Total	11
IR 1023N Total	1
IR 1025IF Total	4
IR 2870 Total	1
IR 3025 Total	5
IR 3030 Total	1
IR 3035 Total	12
IR 3045 Total	2
IR 3225 Total	6
IR 3230 Total	1
IR 3235I Total	2
IR 5050 Total	1
IR 5070 Total	11
IR C2880 Total	1
IR C2880I Total	4
IR C2880I V2 Total	8
IR C3380I Total	3
IR C3380I V2 Total	9
IR C3480I Total	2
IR C4080 Total	1
IR C4080 V2V3 Total	2
IR C4080I Total	4
IR C5035B Total	2
IR C5045B Total	2
IR C5051B Total	2
IR C5058 Total	3
IR C5180 Total	1
IR C5185 Total	3
IR C5185I Total	1
IR C5240 Total	13
IR C5870U Total	7
IR C7065B Total	1
ML-5512ND Total	1
MTB FS4020DN Total	2
MTB FS4100DN Total	1
MTB FS4200DN Total	1
SCX-5935NX Total	1
Total	135