

City of Roseville

REQUEST FOR PROPOSAL

For

Copier Leasing

Proposals must be received no later than 3:00 p.m.
Thursday, September 10, 2009

City of Roseville
311 Vernon Street
Roseville, CA 95678

City of Roseville

Copier Leasing

Request for Proposals

1.0 INTRODUCTION

Through this Request for Proposals (RFP), the City of Roseville is soliciting proposals from vendors who are interested in providing cost-effective and quality copier leasing for City facilities.

The successful vendor shall be relied upon to supply, maintain and repair approximately 133 copiers for departments located throughout the City. This contract will be for one year with the option to extend it for up to four additional years.

Proposals in response to this RFP must be received by City of Roseville no later than 3:00 p.m. on Thursday, September 17, 2009. Proposals received after this time will not be considered.

2.0 GENERAL REQUIREMENTS

The following is an outline of the requirements for copier leasing vendor to meet the needs of the City of Roseville.

2.1 Locations

Vendor must have a service center within close enough proximity in order to provide timely response to service calls and emergencies. Please provide expected response time for routine maintenance issues.

2.2 Equipment

All equipment must meet the following minimum requirements:

- All machines must be new or unused with some form of warranty.
- Web based user interface for device configuration
- Option for network based printing which incorporates a spooling function allowing print to spool during copy/fax
- Option for Scanning:
 - o Scan via email, FTP and SMB
 - o LDAP lookup to active directory for direct email of scanned document

- o “Job build” functionality allowing multiple scanning from automatic document feeder before job submission
- o Multiple file formats including JPEG, multi-page TIF and PDF
- o Scan in color
- o Scan feeder auto-senses that include: letter, legal and tabloid for mixed scanning batch
- o Scanner auto-sizes trimming scanned area to actual page size
- o Verify scan to email can use DNS
- Printing Language:
 - o Windows printer driver certified for Terminal Services & Presentation Server Universal Print Driver version 3
 - o Basic fonts built-in
 - o Control language compatibility to PCL5, PCL5c or PCL5e
 - o City provided programming control code documentation to engage selection of: font, paper tray, output bin, duplex, staple and any other supported features
 - o Toggle condensed format from UNIX
 - o HP-UX 11 compliant model scripts
- Networking:
 - o TCP/IP protocol
 - o LPD on port 515
 - o Printing on “raw” port 9100

2.3 Service

Timely service response and fast turnaround for necessary maintenance and repair is expected. The selected vendor is expected to have dedicated customer service representatives available to handle service requests by phone, email and fax. Time out of service must be kept at a minimum.

All maintenance, with associated supplies and service, is inclusive in the lease agreement. Additionally, all parts and consumables are inclusive in the lease agreement. Availability of parts is expected with commonly required parts maintained in stock, such as drums and toner.

2.4 Reporting

The City is interested in a web based reporting system that allows users to view their current expenditures to date. In addition, the system should allow users to view over

and under utilized machines. The reporting system should also include the following details for each machine in service:

- Make and Model
- Date machine put in service
- Location of machine
- Number of copies by month
- Number of scanned pages by month
- Percentage of time in operation
- Number and dates of service calls
- Response time and duration for each service call
- Date and time duration of any incidents of time out of service
- Any machine replacements
- Itemization of any charges in excess of the agreed upon lease agreement

2.5 Lease Agreement

All lease agreements are to be held in-house with a guarantee not to be sold to a third party. Lease agreements will not include charges for underuse or overuse of machines through fees for not reaching a minimum or exceeding a maximum number of copies per month. Lease agreements will not include the following fees: removal fees, insurance coverage fees, property tax fees, toner shipping fees or lease administration fees.

3.0 RFP SCHEDULE AND PROPOSAL SUBMITTAL

3.1 Timeline

The following chart shows the schedule of key events in this RFP process. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the sections that follow:

August 27, 2009	Issuance of RFP
September 8, 2009	Submission of Written Questions
September 11, 2009	Responses to Written Questions
September 17, 2009	Proposal Submittal
September 17-21, 2009	Review of Proposals/Possible Interviews
September 21, 2009	Projected for Vendor Selection

3.2 Proposal Acknowledgement

All vendors intending to respond to this RFP are asked to provide an acknowledgement via email to selmer@roseville.ca.us by Friday, September 4, 2009 at 5pm. Although this acknowledgement is not mandatory, receipt of this form will ensure that the vendor is provided answers to all questions, submittals, and is updated on progress or any changes to this RFP process. The proposal acknowledgement form is included in this RFP as Attachment A.

3.3 Written Questions

Bidders may submit questions in writing to selmer@roseville.ca.us by Tuesday, September 8, 2009 at 5pm. Answers to questions will be provided by 5pm on Friday, September 11, 2009 via email to all vendors from whom a proposal acknowledgement has been received.

Vendors are warned that no other individuals are to be contacted in this regard. No other source of responses will be considered valid.

3.4 Proposal Submittal

For consideration, vendors must submit a comprehensive response to the RFP that meets the minimum requirements included in this RFP and the corresponding attachments. All vendors are required to respond to this RFP as outlined in Section 4.0, in order to evaluate all proposals on an equal and timely basis. Any supporting information shall be clearly identified and included in a section titled, "Documentation." The following chart provides critical submission guidelines

Proposal Deadline	Thursday, September 17, 2009 at 3:00 p.m.
Physical Submission	1 signed original and 4 copies must be mailed or hand delivered to: City Clerk's Office 311 Vernon Street Roseville, CA 95678 Attn: Copier Leasing RFP
Contact	Sam Elmer (916)521-7715 selmer@roseville.ca.us

No proposals received after 3:00 p.m. on Thursday, September 17, 2009 will be accepted. All responses received after the deadline will be returned unopened.

3.5 Right to Modify or Cancel

The City of Roseville reserves the right to cancel this procurement or reject any and all proposals in accordance with RMC 4.12.090. The City of Roseville also reserves the right to modify the proposal process and timelines as it deems necessary.

3.6 Vendor Responsibility for Proposal Costs

The vendor shall be fully responsible for all proposal development and submission costs. The City of Roseville assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of a proposal by a vendor, the evaluation of any accepted proposal or the selection of finalists.

3.7 Proposal Acceptance and Rejection

The City of Roseville reserves the right to reject any or all proposals, to reject or accept any or all the items in a proposal, and to award the contract in whole or in part as deemed to be in the best interest of the City. City of Roseville reserves the right to negotiate with any vendor if such action is deemed to be in the best interest of the City.

3.8 Contract Award

Final selection of the successful vendor is targeted for September 21, 2009, with negotiation to commence immediately thereafter for the development of a contract. This target date is subject to revision.

3.9 Period of Performance

The period of performance shall be October 7, 2009 to October 7, 2010. The City of Roseville may extend the agreement for up to four years based on the performance, need and funding availability.

4.0 PROPOSAL FORMAT

4.1 Vendor Required Information

- **Cover Letter** – The proposal must include an introductory letter attesting to the accuracy of the proposal, signed by an individual authorized to execute binding legal documents on behalf of the vendor. The letter should present the vendor's understanding of the equipment and services requested in the RFP, a summary of the approach to be taken in performing the services, highlights of the vendor's expertise and history, as well as any previous work with the City of Roseville.

- **Contact Person** – Provide a contact person for the RFP process, including name, title, mailing address, telephone number, fax number and e-mail address.
- **General Information** – List the vendor name, address, fax number, phone number, e-mail and the name and title of the authorized negotiator.
- **Company Description**, including the following:
 - o Brief Company History
 - o List the address and telephone number of every office that will be serving this account.
 - o List the name and address of any subcontractors that will be utilized on this account, state which services they will provide and whether they are certified as a MBE or WBE.
- **References** – The proposal must include a minimum of three accounts that are of a similar size and scope to the City of Roseville. The list must include each reference's name, address, contact person, length of the relationship and a description of the services provided.
- **Contract Consideration / Litigation Warranty** – The City of Roseville will negotiate a contract with the successful vendor. The vendor, by proposing, warrants that it is not currently involved in litigation or arbitration concerning the materials or vendor's performance in supplying or installing the same or similar materials, unless such fact is disclosed in the proposal. Disclosure will not automatically disqualify the vendor. The City of Roseville reserves the right to evaluate the proposal with consideration for any litigation or arbitration by the vendor.
- **Subcontractors** – If subcontractors will be used to administer the lease, installation of copiers, ongoing supply or maintenance, identify the name and address of the subcontractor, as well as the services they will provide.

4.2 Equipment

Each proposal must include complete description, specifications and pricing for each multi-function copier available for leasing. A Specifications and Pricing Form (Attachment B) should be completed for each model of machine available for lease. Additionally an indication of available length of lease and step pricing options and terms should be provided.

4.3 Service

- Maintenance – All maintenance, with associated products and services, is considered inclusive in the lease agreement. Identify any supplies or services not included as part of the lease agreement and the associated pricing.
- Availability – Provide the days and hours of availability for service calls.
- Parts and Consumables - All parts and consumables are considered inclusive in the lease agreement. Identify any parts or consumables not included as part of the lease agreement and the associated pricing.
- Parts in Stock – Identify which common parts are maintained in stock, including drums, toner and other consumables.
- Turnaround Time – Provide maximum response time on service calls and supply deliveries. Identify any associated discount for exceeding this response time. Also, provide additional costs associated with an expedited service call and/or supply delivery.
- Time in Operation – Provide the minimum guaranteed percentage of time per month a machine will be operational and any associated discounts for failing to meet this minimum percentage.

4.4 Service Processes

Provide a written narrative, which details the approach, methodology and activities that will be taken to achieve the full intent of the contract, as well as any associated costs. At a minimum, this should include processes in the following areas:

- Creation of new leases
- Delivery and setup of new copiers
- Removal of old copiers
- Regular maintenance
- Providing ongoing supplies
- Service calls
- Mid-lease copier replacements

4.5 Additional Recommendations (Optional)

Provide alternate or additional recommendations for any of the product categories or lease terms outlined above. Recommendations will be assessed based on cost savings, quality improvements and transaction simplicity.

5.0 PROPOSAL QUALIFICATIONS AND EVALUATION CRITERIA

5.1 Qualification Requirements

Any qualified company, firm or corporation that is licensed to conduct business in the City of Roseville and that can provide services in accordance with the specifications of the RFP is qualified to submit a proposal.

5.2 Proposal Evaluation Criteria

The City of Roseville will initially review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals inconsistent with the RFP requirements will be eliminated from further consideration. Proposals that are complete and compliant will be evaluated on the following considerations:

Competitive Pricing and Product Quality	50%
Vendor Qualifications and References	25%
Customer Service and Availability	25%

5.3 Selection

A successful vendor will be the one best able to meet the needs of The City of Roseville, based on the evaluation criteria. The determination of the successful vendor will be based on the information supplied by the vendor in response to the RFP. The City of Roseville will utilize the selected vendor as the sole source for copier leasing requirements.

ATTACHMENT A: Request for Proposals Acknowledgement Form

This form is to acknowledge that the vendor hereby identified plans to submit a proposal in response to the City of Roseville Request for Proposal for Copier Leasing Services. Although not mandatory, receipt of this form will ensure that the vendor is provided answers to submitted questions by all vendors and is updated on the progress of this RFP process. This acknowledgement must be received by September 4 at 3pm. This form can be submitted by mail, fax, email or hand delivered to the following:

Sam Elmer
Central Services Dept
City of Roseville
2005 Hilltop Circle
Roseville, CA 95678
Phone: (916) 774-5710
Fax: (916) 774-5703
selmer@roseville.ca.us

Authorized Signature: _____

Contact Name : _____

Title: _____

Phone: _____ Email: _____

Company Name: _____

Company Address: _____

ATTACHMENT B: Specifications and Pricing Form

These description and pricing are for specific multi-function machines. All pricing in Table B should be for a base model only with all accessories and related pricing included in Table C. A standard specifications sheet should also be included for each machine.

Table A. Base Model Description

Description		Monthly Lease Rate	Monthly Lease Rate w/Scan	Monthly Lease Rate w/Scan & Fax
1. Machine Manufacturer				
2. Machine Model				
3. Base Functions:	☐ Copy ☐ Print ☐ Fax ☐ Scan			
4. Software/Drivers required				
5. Copies Per Minute				

Table B. Pricing (based on 12-month lease)

Description	Rate
1. Maintenance cost per copy (black & white)	
2. Maintenance cost per copy (color)	
3. Set up and/or delivery charges	
4. Removal fee	
5. Cost to move machine	
6. Cost to upgrade machine memory	
7. Cost to enable secure hard drive wipe after each print	
8. Any monthly taxes, fees or other charges not included in the lease rate and/or maintenance cost	
9. Any other cost not identified in numbers 1- 9.	

Explain any costs identified in #8 or #9

Table C. Accessories

This list should include available accessories including, but is not limited to, the following: cabinets, consoles, document feeders, finishers, punchers, trimmers and stackers.

Accessory	Accessory Model	Included in Base Lease Rate	Additional Monthly Rate
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	

ATTACHMENT C: Additional Provisions

CITY OF ROSEVILLE

Copier Lease Specifications

The City of Roseville is soliciting written proposals for copier lease program in accordance with the specifications, terms and conditions set forth herein. All services described herein shall be performed in compliance with all applicable Federal, State, and City laws and ordinances, including Environmental Protection Agency regulations.

LICENSES

Contractor must have all necessary licenses and permits required by Federal, State, City, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of the agreement. Contractor shall notify the City immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the agreement. Bidders must list license information on bid page titled CONTRACTOR LICENSES included in this bid package.

QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the Contractor's facilities, products, personnel, and organization at any time or to take any other action necessary to determine the contractor's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

PRICING

Bidders are to submit quotes based on a cost per print for black and white and a cost per print for color. These shall be fixed costs per print that include all maintenance, repairs, replacement, and supplies necessary to keep printers operational. Any requested price increases for renewal terms shall be submitted by the successful bidder and approved by the City prior to the award of subsequent terms. Price increase requests must be substantiated by verifiable documentation such as the Consumer Price Index. The total price increase allowed for any renewal term shall not exceed 3% of the prior year's total contract price. During a contract year, the City of Roseville may temporarily re-negotiate pricing if it is affected by an unforeseen national / world crisis.

CONDUCT OF EMPLOYEES

Contractor's employees shall conduct themselves in a courteous and professional manner at all times. The contractor shall only furnish employees who are competent and skilled for work under this contract. Employees

are required to be factory certified. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the contract.

TERMINATION

This agreement may be terminated by either party upon 45 days prior written notice or immediately in the event that the City determines the contractor has:

- A. Failed to make progress to the extent that the successful fulfillment of this contract is in doubt.
- B. Failed to meet specifications.
- C. Defaulted, in whole or in part, at any time.
- D. Negligence.
- E. Failed to deliver the supplies or to perform the services within the time specified in this contract or any extension.

Whenever, in the opinion of the City, services are not satisfactory, the contractor shall be advised of the reasons. If the contractor fails to correct the unsatisfactory conditions within ten (10) days, the City may declare this contract terminated and contract with another service provider. City shall have no obligation to issue more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that the contractor (or representing subcontractor) shall again fail to satisfactorily perform services pursuant to this contract, the City may thereupon terminate the contract immediately. Upon termination of the contract, the City of Roseville shall only be liable for payment of the services rendered satisfactorily.

CONTRACTOR'S TENDER UPON TERMINATION

Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless City expressly directs otherwise in such notice of termination.

- A. Upon termination of this Contract, Contractor shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- B. Upon City's request, Contractor shall surrender to anyone City designates, all documents, research, objects or other tangible things needed to complete the work

PAYMENT ON EARLY TERMINATION

Upon termination pursuant to the above section, payment shall be made as follows:

If terminated under subparagraphs a. through c. of this Contract, the City shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

- A. City shall not, however, pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.

- B. If this Contract is terminated under subparagraph d. of this Contract, City obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the City.
- C. If terminated under subparagraph e of this Contract by the Contractor due to a breach by the City, then the City shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - a) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within the limits set forth under ORS 293.462, and
 - b) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event shall City be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits.

EVALUATION OF PROPOSALS

The City of Roseville intends to award a contract to the lowest responsible responsive bidder whose total aggregate proposal is most compatible to the needs of the City. Relevant factors which shall be considered in evaluating the bids are: bidder qualifications, content and presentation of proposal (both written and during optional bidder interview), past experiences of the City with the bidder; references, ability to perform contract successfully in the specified time with the specified quality of workmanship, and pricing.

SCOPE OF WORK

Contractor shall be responsible for furnishing all materials, transportation, labor, and equipment necessary to facilitate complete and comprehensive maintenance of printers present at various City locations.

Contractor will immediately report to the City's representative, **all** accidents arising out of and/or in conjunction with the performance of the work, whether on or adjacent to the City facility, which has caused death, personal injury and/or property damage.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse.

Portions of the work described in this bid solicitation may require the Contractor to perform services within the City of Roseville secured facilities. The City of Roseville Police Department (including the jail) is classified as a "special security area". Contractor will be given "Cardkey access" and will be responsible for the secure handling of such card. Employees servicing this facility must be fingerprinted and pass a background screening. Neither the Contractor nor its personnel shall divulge information to unauthorized persons pertaining to the systems, equipment, operation or procedures at any City facility, secured or otherwise.

Work will be performed in an orderly manner with minimum disturbance and inconvenience to the employees. The Contractor shall confine and limit its personnel to only those areas required in performing the work. Contractor agrees to perform work as called for between the hours of 8 A.M. and 5 P.M. However, there may be some occasions where repair is requested/ performed outside of normal business hours. A list of the City's holidays is provided in this bid package and will be provided annually to the successful bidder/contractor.

Upon request, the Contractor will walk a site(s) with the City's representative for the purpose of determining compliance with the specifications or to discuss required / additional work.

Contractor shall designate an individual to serve as the primary point of contact for the agreement. Contractor or designee shall dispatch printer technician within 1 hour. Contractor shall not change the primary contact without written notice to the City. Additionally, contractor shall provide dedicated resources for the proposed printer maintenance program with qualified, trained backups in place.

Contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the service is completed. The contractor may not store chemicals or equipment on the facility site at any time.

SAFETY

The contractor shall be responsible for safe and efficient operation of equipment ensuring the safety of the workers and the public. Employees must wear personal protective gear including, but not limited to, proper clothing, footwear, gloves, and eye protection appropriate for the task at hand.

INTERFERENCE

The contractor shall conduct work in a manner that will cause minimal inconvenience to other persons in the area.

FIXTURE DAMAGE

Facilities, fixtures, equipment or structures that are damaged due to the contractor's operations must be replaced or repaired at no expense to the City.

EXTRA WORK

In the event the contractor is requested by the City and agrees to perform extra work, the following procedure shall govern such work:

- A. Work will be executed under the direction of the City on a time and materials basis, or on an agreed upon lump sum price depending upon the nature of the work. Pricing shall be in accordance with RFP pricing guidelines.
- B. Extra work will not be initiated without written / email authorization from the City's representative.
- C. All estimates will be provided at no charge.

ADDITIONS /DELETIONS

The City reserves the right to make additions, deletions, revisions, and/or in general, modify the Generator Maintenance Services Specifications. Any changes in the specifications that cause the contractor to incur/suffer additional expenses shall be reviewed, reconsidered and renegotiated.

The City reserves the right to add or delete printers according to its needs. Additional printers shall be quoted on the same cost basis as other printers. Deletions may / will be made without penalty to the City.

ACCESS

The City of Roseville shall furnish access to all parts of the job sites where the contractor is to perform work as required by this agreement. Keys and/or access key cards must be kept in confidence, and immediately reported to the City of Roseville if lost or stolen.

NEW MERCHANDISE

Unless otherwise required by the specifications, all products furnished will be new and unused.

WARRANTY

The contractor and/or manufacturer shall warrant all material or products and labor provided under the contract. Warranty periods must be included in responses to the proposal.

The contractor shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the material or products provided by the contractor in this bid award, irrespective of whether the contractor is an agent, broker, fabricator, or manufacturer's dealer. The contractor shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to the City and that services, parts, and labor are available and provided to meet the City's schedules and deadlines. The contractor may establish a service contract with a local agency satisfactory to the City to meet this obligation if the contractor does not ordinarily provide warranty service. All such non-contractor warranty service, parts, and labor must be clearly identified in the proposal.

MATERIALS

All tools, equipment, chemicals and vehicles are to be supplied by the contractor. All maintenance, and repairs to contractors equipment are the responsibility of the contractor and shall not be charged to the City of Roseville. All other materials needed for regular maintenance, repair, or replacement of machine shall be provided by the contractor and not charged to the City of Roseville. At all times, Contractor shall make reasonable efforts to use recycled materials in the performance work required under this contract.

CLARIFICATION OF RESPONSES

City of Roseville or its agent reserves the right to obtain clarification of any point in a firm's proposal or to obtain

additional information necessary for properly evaluating a particular proposal. Failure of a respondent to respond to such a request for additional information or clarification could result in rejection of that firm's response or responses.

COLLUSION

A respondent submitting a Proposal hereby certifies that no officer, agent, or employee of City of Roseville has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent; the Respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of City of Roseville shall be final and binding upon all parties.

LOBBYING

Commencing with the issuance of this RFP, Contractors or others acting on their behalf are cautioned not to undertake any activities or actions to promote their proposals. Respondent or others acting on their behalf shall not make direct or indirect (through others) contact with members of the City of Roseville Council, City staff, or others to promote their proposals. Violation of this requirement may, in City's discretion, be grounds for disqualifying the respondent from further consideration.

PROPOSALS ARE PUBLIC RECORDS

All information submitted by Respondents shall be public record and subject to disclosure pursuant to the City of Roseville Code, Chapter 2.37 and Oregon Revised Statutes 279A, 279B and 279C, as currently in effect, except such portions of the proposals for which respondent requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the Respondent requests exception from disclosure. Respondent shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this Request for Proposal.

PROPOSAL NOT A CONTRACT

Neither this request for proposals nor responses to it constitute a contract between the City and the respondent. City reserves the right to negotiate specific contract terms with the selected contractor, however should such negotiation fail to arrive at a mutually agreeable contract, the selected contractor shall abide by the terms and conditions generally specified in this request for proposals.

TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

COMPENSATION

Payment for all work performed under this Contract shall be made as set forth in Exhibit 1.

- A. Payments shall be made to Contractor following City's review and approval of billings submitted by Contractor. Contractor shall also submit copies of other billings for work performed under this Contract when such bills are to be paid by other parties.
- B. These other billings are subject to the maximum compensation amount of this contract.
- C. Contractor shall not submit billings for, and City shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - a) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be fully executed before Contractor performs work subject to the amendment.
 - b) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
- D. This Contract shall not be amended after the expiration date.
- E. Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
- F. All invoices submitted by Contractor shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
- G. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.

DELEGATION, SUBCONTRACTS AND ASSIGNMENT

Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of City that shall be attached to the original contract.

- A. Any delegation, subcontract, assignment, or transfer without prior written consent of City shall constitute a material breach of this contract.
- B. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the City may deem necessary.
- C. No approval by the City of any assignment or transfer of interest shall be deemed to create any obligation of the City to increase rates of payment or maximum Contract consideration.
- D. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
- E. Any subcontracts that the City may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

WORK STANDARD

- A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- B. For goods and services to be provided under this contract, Contractor agrees to:
 - a) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by City;
 - b) comply with all applicable legal requirements;
 - c) comply with all programs, directives, and instructions of City relating to safety, storage of equipment or materials;
 - d) take all precautions necessary to protect the safety of all persons at or near City or Contractor's facilities, including employees of Contractor, City and any other contractors or subcontractors and to protect the work and all other property against damage.

INSURANCE

Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

CONTRACTOR NOT AN AGENT OF CITY

- A. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of City, and City does not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of Contractor.
- B. Contractor is not an officer, employee or agent of City as those terms are used in ORS 30.265.
- C. Contractor covenants for itself and its successors in interest and assigns that it will not claim or assert that Contractor is an officer, employee or agent of the City, as those terms are used in ORS 30.265.

PARTNERSHIP

City is not, by virtue of this contract, a partner or joint venture with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

INDEMNITY AND HOLD HARMLESS

- A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of

Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to City by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

- B. Contractor shall have control of the defense and settlement of any claim that is subject to section 24.a; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of City of Roseville or any department or agency thereof, nor purport to act as legal representative of the City or any of its departments or agencies without first receiving from the City's legal counsel, in a form and manner determined appropriate by the City's legal counsel, authority to act as legal counsel for the City, nor shall Contractor settle any claim on behalf of the City of Roseville without the approval of the City's legal counsel.

EXHIBIT 1
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. Contractor shall perform the following work:

Contractor agrees to rent to City subject to the terms of this agreement.

All equipment must meet the following minimum requirements:

- All machines must be new and unused unless otherwise specified by City.
- Web based user interface for device configuration
- Spooling function allowing print to spool during copy/fax
- Web based user interface for device configuration
- Option for network based printing which incorporates a spooling function allowing print to spool during copy/fax

Option for Scanning:

- Scan via email, FTP and SMB
- LDAP lookup to active directory for direct email of scanned document
- "Job build" functionality allowing multiple scanning from automatic document feeder before job submission
- Multiple file formats including JPEG, multi-page TIF and PDF
- Scan in color
- Scan feeder auto-senses that include: letter, legal and tabloid for mixed scanning batch
- Scanner auto-sizes trimming scanned area to actual page size
- Verify scan to email can use DNS

Printing Language:

- Windows printer driver certified for Terminal Services & Presentation Server Universal Print Driver version 3
- Basic fonts built-in
- Control language compatibility to PCL5, PCL5c or PCL5e
- City provided programming control code documentation to engage selection of: font, paper tray, output bin, duplex, staple and any other supported features
- Toggle condensed format from UNIX
- HP-UX 11 compliant model scripts

Networking:

- TCP/IP protocol
- LPD on port 515
- Printing on "raw" port 9100

Contractor is expected to have dedicated customer service representatives available to handle service requests by phone, email and fax. Support levels will be defined as follows:

- First Level (Low) - General assistance to trouble shooting and "how to" questions.
- Second Level (Medium) – Assistance with failure of a non-essential function.
- Third Level (High) – Assistance with failure of an essential function

This support will be provided in the following manner:

- A primary and back-up customer service technician will be assigned for each machine placed in service. The primary technicians will be located in the Contractor's Bend office and the backup may be from the Salem office.
- Certified network specialists, engineers, analysts and imaging systems service technicians shall be available for installation and support training for all software solutions.
- First level analyst support shall be available between 8am and 5pm Monday through Friday and a customer service help desk, able to address first and second level support, shall be available 24 hours a day, seven days a week.
- Software Engineering and Development (SED) shall be available for second and third level support, production development and integration.
- Digital Support Desk (DSC) shall provide analyst for second level support and lab facilities to accommodate testing needs from the field. DSC shall also have access to software and hardware vendors.
- Maintaining time out of service at a minimum. All maintenance, with associated supplies and service, is inclusive in the lease agreement. Additionally, all parts and consumables are

- inclusive in the lease agreement. Availability of parts is expected with commonly required parts maintained in stock, such as drums and toner.
- All lease agreements are to be held in-house with a guarantee not to be sold or assigned to a third party without the City's prior written consent. The financing of equipment will include a base monthly lease charge and a cost-per-copy maintenance charge. Lease agreements will not include charges for underuse or overuse of machines through fees for not reaching a minimum or exceeding a maximum number of copies per month. Lease agreements will not include the following fees: removal fees, insurance coverage fees, property tax fees, toner shipping fees or lease administration fees.
 - The cost-per-copy maintenance charge shall include unlimited service calls, all parts and labor, and all supplies necessary to keep equipment running, except paper, transparencies and labels.
 - Contractor shall respond to all service requests within four hours via telephone to the City employee initiating the call. On-site technical support, if required, shall arrive at location within four hours of initial service call Monday through Friday. There shall be no additional charges associated with expedited calls.
 - Contractor, if unable to return a nonfunctioning unit to operational condition, will provide loaner equipment with comparable features and capacity. This equipment shall remain on-site at no charge until the original unit is returned to operational condition.
 - At any time during the lease period City may elect to replace an existing copier for another model.
 - All operating supplies, excluding paper, labels and transparencies, shall be maintained by Contractor. There shall be no charge for the delivery of supplies to City locations. City shall have three options available for ordering supplies from Contractor:
 - o Toll-free telephone number to a dedicated supply representative available 24 hours per day, Monday through Friday
 - o Fax or email ordering
 - o Web-based ordering
 - All leased machines shall successfully complete quality control testing by Contractor before delivery.
 - Contractor shall provide training to City employees upon scheduled request. Training shall be provided at no charge.
 - Contractor shall remove machine at termination of lease at no charge for all machines placed by Contractor.
- 2. City Services.** City shall provide Contractor, at City's expense, with material and services described as follows:
- a. City agrees to rent copying machines from Contractor.
 - b. City shall inspect all products upon receipt to ensure they are in good working order.
- 3. Consideration.**
- a. City shall pay Contractor on a fee-for-service basis
- 5. Schedule of Performance or Delivery.**
- a. City's obligation to pay depends upon Contractor's delivery or performance in accordance with the schedule listed in Exhibit 1, Paragraph 1.
 - b. City will only pay for completed work that conforms to the terms of the Contract.

Exhibit 2

Insurance Requirements

Proof of insurance must be provided on an original *CERTIFICATE OF INSURANCE*. This document must be signed. A stamped signature will suffice.

Types and Limits of Insurance Required of Agreements with the City:	General Liability – 1M per occurrence/2M aggregate (coverage must be as broad as the standard ISO form) Automobile – 300/500/100 Workers Compensation – Statutory
**Additional Insured **	<u>Required</u> on <u>General Liability</u> Insurance. The “City of Roseville, its officers, agents, volunteers and employees” must be specifically named as an additional insured on the policy for. <i>A separate endorsement (CG2010 preferred, but blanket may be acceptable) must accompany the Certificate of Insurance. A statement on the Certificate will not suffice.</i>
Certificate Holder:	The Certificate Holder on the <i>Certificate of Insurance</i> is “The City of Roseville, attn Risk Management, 311 Vernon., Roseville CA 95678”.
Primary Insurance:	The General Liability policy must be primary insurance as to the City of Roseville. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Roseville or its insurers.
Description of Operations:	This box should contain information on the project being insured.
Cancellation Notice:	The City requires a 30-day cancellation notice. Ten (10) day for non-payment is acceptable.
Approval Process:	Proof of insurance for all insurance coverage required by the Agreement must be approved and on file with the City <u>before</u> the Agreement can be executed.
Questions:	If you have questions regarding insurance requirements you may call the Risk Management Division at (916) 774-5202. FAX: 774-5461

Current Copy Machines and Estimated Volumes

Copier Model	Quantity	Black Copies	Color Copies	Total Copies
Savin 3515	17	9,252		9,252
Savin 4015	1	11,308		11,308
Savin 4018D	18	289,336		289,336
Savin 4022	10	211,380		211,380
Savin 4027	6	110,240		110,240
Savin 4035	6	302,922		302,922
Savin 4035E	9	272,530		272,530
Savin 4045	4	249,234		249,234
Savin 4045E	4	151,480		151,480
Savin 2560	9	824,034		824,034
Savin 3828 C	2	144,184	87,800	231,984
Savin 2522	1	7,602		7,602
Savin 2513	2	4,986		4,986
Savin 2235	1	15,486		15,486
Savin 3210 C	5	91,572	30,368	121,940
Savin 6045 C	2	157,886	120,160	278,046
Savin 2408 C	1	2,428	7,704	10,132
Xerox X728W C	5	25,874	13,632	39,506
Xerox X745W C	2	71,974	60,788	132,762
Xerox X755Y C	1	106,722	145,048	251,770
Xerox X555Q	1	45,066		45,066
Xerox X735 C	1	18,630	3,904	22,534
Savin 3528 C	2	41,680	17,162	81,376
Totals	110	3,145,806	486,566	3,632,372