

# CITY OF SIGNAL HILL



## **REQUEST FOR PROPOSALS FOR THE LEASE OF PHOTOCOPIERS / MULTI-FUNCTION DEVICES AND EQUIPMENT & MAINTENANCE SERVICES**

Attention: Elise McCaleb  
2175 Cherry Avenue  
Signal Hill, CA 90755  
(562) 989-7379  
[emccaleb@cityofsignalhill.org](mailto:emccaleb@cityofsignalhill.org)

**Issued: January 15, 2020**

**CITY OF SIGNAL HILL**

**REQUEST FOR PROPOSALS  
FOR THE LEASE OF  
PHOTOCOPIERS/MULTI-FUNCTION  
DEVICES AND  
EQUIPMENT & MAINTENANCE SERVICES**

**ANNOUNCEMENT**

The City of Signal Hill ("City") invites proposals from qualified, competent, knowledgeable, and experienced companies that are capable of providing a proposal for the lease of photocopiers/ multi-function devices and maintenance services and that will administer the duties and responsibilities set forth in this Request for Proposals ("RFP") in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to enter into a Contract Services Agreement for the services and duties as set forth in this RFP. The sample Agreement is attached as **Exhibit "A"**.

The work to be accomplished includes, in general terms, all aspects of leasing and maintaining photocopier/multi-function devices and may include the provision of paper.

**PROPOSALS/OFFER SUBMITTAL:**

Proposals will be accepted until **4:00 p.m.** (Pacific Standard Time), February 12, 2020 and each proposal must be submitted in a sealed envelope plainly marked on the outside

**"BID FOR PHOTOCOPIERS/MULTI-FUNCTION DEVICES" to:**

The City of Signal Hill  
Attn: Elise McCaleb, Economic Development Manager  
2175 Cherry Avenue  
Signal Hill, CA 90755  
(562) 989-7379  
[emccaleb@cityofsignalhill.org](mailto:emccaleb@cityofsignalhill.org)

**ESTIMATED SELECTION PROCESS TIMELINE:**

<b>Estimated Selection Process Timeline</b>	<b>Estimated Date(s)</b>
<b>Requests for Proposals forwarded to Vendors</b>	January 15, 2020
<b>Deadline for Vendor Questions (2 weeks after proposal)</b>	January 29, 2020
<b>City To Issue Addendum with Answers to Vendor Questions</b>	February 5, 2020
<b>Proposals Due</b>	February 12, 2020
<b>Oral Presentation and Interviews with most Qualified Vendors</b>	Week of March 16, 2020
<b>Reference Checks</b>	Week of March 23, 2020
<b>Site Visits to see Equipment</b>	Weeks of March 23 and March 30, 2020
<b>City Council Award of Contract</b>	April 28, 2020
<b>Begin Implementation</b>	Week of May 4, 2020

**I. DESCRIPTION OF REQUIRED EQUIPMENT AND/OR SERVICES:**

- A. **Photocopier/Multi-function Device Models:** If possible, photocopiers/multi-function devices should be of the same brand in order to maintain a uniform fleet.
- B. **Maintenance Services:** Vendor shall provide maintenance services for all leased equipment. Maintenance costs should be included in monthly invoice.

- C. **Repairs:** Vendor shall guarantee the availability of replacement parts, applicable accessories and equipment within four (4) hours of such report. If reposted defect(s) remains unresolved for a period of 48 hours or more, the vendor will provide the City with a comparable loaner unit, including installation, at no charge.
- D. **Term Requested:** A proposal for a 36-month equipment lease and maintenance services is requested with potentially two (2), one (1) year extensions.
- E. **Toner:** Vendor shall provide at least one extra toner cartridge for each machine for staff to keep on hand.
- F. **Paper:** Vendor shall provide quotation for provision of paper if applicable.
- G. **Government Contracting:** If most cost effective, the City's preference is to participate in the California Master Award Schedule ("CMAS") for government pricing.

**II. CURRENT INVENTORY:**

Please see table below outlining the City's current inventory of leased photocopiers/multi-function devices necessitating a replacement including their respective department. All replacement units must meet or exceed the requirements outlined in this RFP. For current specifications of each photocopier/multi-function device, please see **Exhibit "B"**. Each photocopier is also outlined as necessitating a replacement meeting the "larger" or "smaller" production requirements. The number of copies per month or monthly duty cycle is also noted.

<b>CITY HALL</b>	<b>COPIER TYPE</b>	<b>MONTHLY DUTY CYCLE</b>
Administration / Finance (1)	Sharp MX-M7040	278,000 (Large)
Community Services (1)	Sharp MX-M4140N	150,000 (Small)
Community Development / Engineering (1)	Sharp MX-M5140N	200,000 (Large)
<b>OFF SITE</b>		
Community Center (1)	Sharp MX-M2640N	100,000 (Small)
Library (1)	Sharp MX-M2640N	100,000 (Small)
Police Department (2)	Sharp MX-M7040 (Main)	278,000 (Large)
	Sharp MX-M3640N (Auxiliary)	125,000 (Small)
Public Works Yard (1)	Sharp MX-M2640N	100,000 (Small)

**III. REQUESTED PHOTOCOPIERS:**

The City is looking to replace a minimum of four (4) “large” photocopier/multi-function devices and four (4) “small” photocopier/multi-function devices as well as a plotter. As stated previously, “large” and “small” refers to the production capacity of the printer. Additionally, the City is adding a plotter to be used by Engineering.

<b>CITY HALL</b>	<b>SIZE</b>
Administration/Finance (1 photocopier)*	Large
Community Development/Engineering (1 photocopier)*	Large
Plotter (Engineering) (1 plotter)	Plotter
<b>OFF SITE</b>	
Police Department (2 photocopiers)	Large
	Small
Public Works Yard (1 photocopier)	Small
Library/Community Services (1 photocopier)	Large
Vend for copies (Public) (1 photocopier)	Small
Community Center	Small

**\*These 2 photocopier/multi-function devices should be the same make and model**

**IV. PROPOSAL CONTENT:**

A. **PROPOSAL SUBMITTAL:** Four (4) bound copies of the proposal and (1) electronic version of the proposal shall be submitted in an 8 ½” x 11” format, fastened with an effective method. Electronic version of proposal shall be emailed to [emccaleb@cityofsignalhill.org](mailto:emccaleb@cityofsignalhill.org).

**B. PROPOSAL CONTENT:**

1. Transmittal Letter

a. Contact information, identification of firm, name, email address, and telephone number.

- b. A statement to the effect that the proposal will remain valid for 90 days from the proposal due date.
- c. Acknowledgement of receipt of addenda, if any.
- d. Signature of the person authorized to bind the terms of the proposal.

## 2. Qualifications, related experience and references

- a. This section shall establish the ability of the proposer to satisfy all aspects of the required work, as may be applicable, with current or recently completed similar services to the work required in this RFP.
- b. Background information of the firm, including the number of years in business, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
- c. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
- d. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
- e. Provide a list of three (3) references (public agencies preferred) to which your firm is currently providing, or has recently provided, services/products similar to those required in this RFP. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for your firm.
- f. In a sealed envelope marked "Financial Information", enclose your firm's financial information (last year's Income Statement and Balance Sheet) that accurately describes the financial stability of your firm (financial statements will remain confidential and will be revealed only to individuals involved in the evaluation process and award of contract).

## 3. Proposed staffing and project organization

- a. Discuss the staffing of the proposing firm who would be assigned to work on the City's project.
- b. Identify the key personnel that would be assigned to the project. Include a brief description of their qualifications and experience in performing the type of work being assigned.
- c. Designate an administrator who would serve as a day-to-day contact for the City.

#### 4. Work plan / technical approach

- a. Complete Technical Requirements checklists for both large and small photocopier/multifunction devices (**Exhibit “C”**).
- b. Establish the proposer’s understanding of the City’s objectives and requirements, demonstrate the ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
- c. Describe what information, documentation or staff assistance from the City your firm would request in order to complete the work described.
- d. Provide a summary of the firm’s proposed services, with a focus on any technologies, innovations, and processes that the firm will offer to help the City meet its objectives.

#### 5. Cost and price

- a. Complete Cost Proposal (**Exhibit “D”**).
- b. This section shall disclose all charges to be assessed to the City for the required services and declare the proposer’s preferences for method and timing of payment.
- c. Quote a total price for completing all services; include all costs associated with the operating budget, including all equipment fees.
- d. Government contract pricing should be used if most cost effective.

#### 6. Appendices

- a. Furnish as appendices, supporting documentation as requested, such as staff resumes.

#### 7. Delivery

- a. The vendor shall state in its proposal the number of business days necessary for delivering and installing equipment.
- b. The vendor is expected to start immediately after the Contract Services Agreement has been signed by all parties and executed by the City, business license has been obtained, and required insurance has been provided.
- c. The vendor must detail all anticipated expenses that will be incurred by the City for the delivery and installation of equipment.

- d. The City will not be liable for expenses not detailed in RFP response.
  - e. The vendor shall invoice the City for delivery and installation upon written acceptance of the equipment by the City.
  - f. Delivery and installation cost shall include on-site training by a fully qualified representative of the vendor. The date of the equipment training shall be chosen by the City after delivery and installation. It may be necessary for vendor to conduct multiple training sessions at City Hall as well as at off site City locations.
  - g. All user manuals and operating guides shall also be provided with the equipment.
8. End of contract
- a. The vendor shall state any costs associated with de-installation and haul away of equipment at the end of the lease. The City will not be liable for any costs not specifically detailed in your RFP response.

C. **RFP ADDENDA AND CLARIFICATIONS IN WRITTEN COMMENTS:** All comments and questions from proposers must be submitted by **4:00 p.m.** on January 29, 2020 (“Addenda Due Date”), and must be submitted via email or phone to Elise McCaleb, [emccaleb@cityofsignalhill.org](mailto:emccaleb@cityofsignalhill.org) or (562) 989-7379.

Written comments or questions received via approved method within the time prescribed herein will be addressed by the City’s issuance of an addendum to this RFP.

D. **PRE-CONTRACTUAL EXPENSES:** The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. **CONFLICTS OF INTEREST:** The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm’s business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the City. For the duration of the Agreement, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. **PROPOSED CONTRACT:** The proposer selected through this RFP shall be required to enter into an Agreement for Professional Services. A sample of the Agreement is attached as Exhibit “A.”



- G. **INSURANCE AND ACKNOWLEDGEMENT:** Each proposer is required to meet the insurance requirements outlined in the Agreement for Professional Services beginning on Page 17. Please note that the signatures of the Agreement must be notarized.

**V. PROPOSAL EVALUATION AND CONTRACT AWARD:**

**A. EVALUATION PROCESS:**

Evaluation Process

The City will conduct a two-tiered evaluation process to select the ideal firm.

Initial Evaluation – Elements of the initial review include:

1. Selection of a three-person review committee consisting of City staff.
2. Committee members will review and score all complete proposals based on the following factors:
  - Cost Estimate (Weight: 50%);
  - Staff training provided (Weight: 20%);
  - Experience in installing similar systems (Weight: 15%); and
  - Experience in maintaining similar systems (Weight: 15%).

The review committee will create a short list of up to three firms to proceed to the secondary evaluation process.

Secondary Evaluation – Elements of the secondary review include:

1. The secondary evaluation will consist of interviews and reference checks completed by the review committee as well as site visits. The purpose of the site visit is to see a demonstration of the proposed equipment. The secondary review will focus on the following factors:
  - Equipment review and performance (Weight: 40%);
  - Understanding and ability to implement project (Weight: 40%); and
  - Reference Checks (Weight: 20%).

The City expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal. As a reminder, at the City's election and sole discretion, the City may award the contract based on any of the proposals received, or the City may elect not to award any contract at all.

**EXHIBIT "A"**

**-Agreement for Professional Services-**

**AGREEMENT FOR PROFESSIONAL SERVICES BY AND  
BETWEEN THE CITY OF SIGNAL HILL AND**

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This AGREEMENT FOR PROFESSIONAL SERVICES (herein “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Signal Hill, a California municipal corporation (“City”) and \_\_\_\_\_, a \_\_\_\_\_ **[Insert: (State) limited liability company / corporation / sole proprietorship / individual]** (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

**RECITALS**

- A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services defined and described particularly in Article 1 of this Agreement.
- B. Consultant, following submission of a proposal or bid for the performance of the Services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those Services.
- C. Pursuant to the City of Signal Hill’s Municipal Code, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Consultant for the performance of the Services defined and described more particularly in this Agreement.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those Services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “Services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and Services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## 1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal(s) or bid(s) which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

## 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all Services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## 1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

## 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

## 1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

## 1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work

done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority.” It is the Parties’ understanding that the Services performed pursuant to this Agreement shall not require the payment of prevailing wages pursuant to Section 1720 or 1770 – 1781 of the California Labor Code and/or Sections 33423 – 33426 of the California Health and Safety Code (the “Prevailing Wage Law”). To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations (“DIR”), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City makes no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

#### 1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

#### 1.9 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Consultant) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants/contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### 1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

### **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the Services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

### **2.4 Invoices.**

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the

Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**ARTICLE 3. PERFORMANCE SCHEDULE**

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but not exceeding **[three (3) years]** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform Services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [\_\_\_\_\_ or] such person as may be designated by the City Manager. It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services and the



Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### 5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of Services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been

amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(d) Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

## 5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers’ Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers’ Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance of any Services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of this Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant’s insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City’s Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured

against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other Party involved with the Services, which are the subject of this Agreement, who is brought onto or involved in these Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### 5.3 Performance Bond.

Concurrently with execution of this Agreement, Consultant shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of this Agreement and shall be null and void only if the Consultant promptly and faithfully performs all terms and conditions of this Agreement.

### 5.4 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and

expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional Services under this Agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional Services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "books and records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or Services contemplated herein or, if Consultant is providing design Services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design Services, the estimated increased or decreased cost estimate for the project being designed.

### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

### 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended or shortened if circumstances warrant, as determined by the Contract Officer. The cure period may run concurrently with the termination period as provided in Section 7.7, if the option to cure is in the alternative to termination. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article 7. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### **7.4 Waiver.**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement.

Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the



compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed

and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

#### 8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### 9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), CITY OF SIGNAL HILL, 2175 Cherry Avenue, Signal Hill, CA 90755 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### 9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### 9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date and year first-above written.

**CITY:**

CITY OF SIGNAL HILL, a municipal corporation

\_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_  
[Carmen R. Brooks], City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
David J. Aleshire, City Attorney

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
	_____	
	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	_____
	<input type="checkbox"/> LIMITED	NUMBER OF PAGES
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
	_____	
	_____	
<b>SIGNER IS REPRESENTING:</b>		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE
_____		
_____		

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A.**
  - B.**
  - C.**
  
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A.**
  - B.**
  - C.**
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**
  - A.**
  - B.**
  - C.**
  
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
  
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A.**
  - B.**
  - C.**

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall [perform the following tasks at the following rates / be compensated as follows]:**

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A.</b>	_____	_____	_____	_____
<b>B.</b>	_____	_____	_____	_____
<b>C.</b>	_____	_____	_____	_____
<b>D.</b>	_____	_____	_____	_____

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of Services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

**IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

**A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

**B.** Line items for all materials and equipment properly charged to the Services.

**C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.

**D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.



- V. The total compensation for the Services shall not exceed \$ \_\_\_\_\_ as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit "C-1".**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule developed by Consultant, subject to the written approval of the Contract Officer and the City Attorney's office.**
  
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
  - A.**
  
  - B.**
  
  - C.**
  
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

## Exhibit "B"

### **Sharp MX-M7040**

- Monthly duty cycle 278,000 (max)
- Recommended monthly Volume 26,500 impressions (max)
- Full Color Copier - Multi Function
- Configuration/Scanner - Console, digital
- Toner - Dry, dual component
- First copy time - 5.3 seconds color, 3.7 seconds black
- Multiple copy speed: 70 ppm color, 70 ppm black
- Warm up time: 55 seconds
- Std. Paper source - Four drawer
- Std. paper Capacity - 1200/800/500/500 sheets
- Paper weights - 14 lb bond to 100 lb index
- Bypass/Paper weights - 150 sheet/14lb bond to 100 lb cover
- Max paper sources - 6
- Output size (min/max) - 4 x 6 /12 x 18
- Copy resolution - 600 x 600 dpi or better
- System Memory - 2 GB ram, 250 GB HD
- Duplex
- Poster mode
- Photo mode
- Zoom Range 25 to 400
- Doc feeder speed/capacity- 90 ppm color/black
- Staple, collate, hole punch capability, multi side copying
- Scan speed - CCD/90 ipm color/black
- Scan Resolution - 600x600 dpi or better
- Printer speed - 60 ppm color/ 75 ppm black
- Network user authentication
- IP address filtering
- HOD encryption
- HDD overwrite
- Secure Print
- Encrypted PDF mode
- SSL
- Transport Layer Security
- Multifunction modes of copier, internet fax, standard fax, network printer, printer, and scanner
- Supporting of operating systems - Windows 7, Windows 8.1, Vista, Server 2003, Server 2008

## **Sharp MX-M5140N**

- Monthly duty cycle 200,000 (max)
- Full Color Copier - Multi Function
- Configuration/Scanner - Desktop, digital
- Toner- Dry, dual component
- First copy time - 5.7 seconds color, 4.1 seconds black
- Multiple copy speed: 51 ppm color, 51 ppm black
- Warm up time - less than 30 seconds
- Std. Paper source - Dual drawer
- Std. paper Capacity – 500-1500 sheets
- Paper weights - 14 lb bond to 140 lb index
- Bypass/Paper weights - 100 sheets/16lb bond to 100 lb cover
- Max paper sources - 5
- Max original size - 11 x 17 .
- Output size (min/max)-4 x 6 /12 x 18
- Copy resolution - 600 x 600 dpi or better
- System Memory - 2 GB ram, 250 GB HD
- Duplex
- Doc feeder speed/capacity - 80 ppm color/black
- Staple, collate, hole punch capability, multi side copying
- Scan speed - CCD/80 ipm color/black
- Scan Resolution - 600x600 dpi or better
- Poster mode
- Photo mode
- Zoom Range 25 to 400
- Printer speed- 55 ppm color/black
- Network user authentication
- IP address filtering
- HOD encryption
- HOD overwrite
- Secure Print
- Encrypted secure print
- Encrypted PDF mode
- SSL
- Transport Layer Security
- Multifunction modes of copier, internet fax, standard fax, network printer, printer, and scanner
- Supporting of operating systems - Windows 7, Windows 8.1, Vista, Server 2003, Server 2008

## **Sharp MX-M3640N**

- Monthly duty cycle 125,000 (max)
- Full Color Copier - Multi Function
- Configuration/Scanner - Desktop, digital
- Toner - Dry, dual component
- First copy time - 7 seconds color, 6 seconds black
- Multiple copy (L TR/LGL/LDGR) 36 cpm (color) 36 cpm (black)
- Warm up time - less than 30 seconds
- Std. Paper source - Dual drawer
- Std. paper Capacity - 500/1500 sheets
- Paper weights - 14 lb bond to 140 lb index
- Bypass/Paper weights - 100 sheets/16lb bond to 100 lb cover
- Max paper sources- 5
- Max original size - 11x17
- Output size (minimax) - 4 x 6 /12 x 18
- Copy resolution - 600 x 600 dpi or better
- System Memory - 2 GB ram, 250 GB HD
- Duplex
- Doc feeder speed/capacity - 36 ppm color/black
- Staple, collate, hole punch capability, multi side copying
- Scan speed - CCD/80 ipm color/black
- Scan Resolution - 600x600 dpi or better
- Poster mode
- Photo mode
- Zoom Range 25 to 400
- Printer speed- 36 ppm color/black
- Network user authentication
- IP address filtering
- HOD encryption
- HDD overwrite
- Secure Print
- Encrypted secure print
- Encrypted PDF mode
- SSL
- Transport Layer Security
- Multifunction modes of copier, internet fax, standard fax, network printer, and scanner
- Supporting of operating systems - Windows 7, Windows 8. I, Vista, Server 2003, Server 2008

## **Sharp MX-M2640N**

- Monthly duty cycle 100,000 (max)
- Full Color Copier - Multi Function
- Configuration/Scanner - Desktop, digital
- Toner - Dry, dual component
- First copy time - 8.1 seconds color, 5.9 seconds black
- Multiple copy (LTR/LGULDGR) 26 ppm color and black
- Warm up time - less than 30 seconds
- Std. Paper source - Dual drawer
- Std. paper Capacity - 500/1500 sheets
- Paper weights- 14 lb bond to 140 lb index
- Bypass/Paper weights - 100 sheet/16lb bond to 100 lb cover
- Max paper sources - 5
- Max original size - 11x17
- Output size (minimax) - 4 x 6 /12 x 18
- Copy resolution - 600 x 600 dpi or better
- System Memory - 2 GB ram, 250 GB HD
- Duplex
- Doc feeder speed/capacity- 36 ppm color/black
- Staple, collate, hole punch capability, multi side copying
- Scan speed - CCD/80 ipm color/black
- Scan Resolution - 600x600 dpi or better
- Poster mode
- Photo mode
- Zoom Range 25 to 400
- Printer speed - 28ppm color/black
- Network user authentication
- IP address filtering
- HOD encryption
- HOD overwrite
- Secure Print
- Encrypted secure print
- Encrypted PDF mode
- SSL
- Transport Layer Security

## **Sharp MX-M4140N**

- Monthly duty cycle 150,000 (max)
- Full Color Copier - Multi Function
- Configuration/Scanner - Desktop, digital
- Toner- Dry, dual component
- First copy time - 6.7 seconds color, 4.7 seconds black
- Multiple copy (LTR/LGULDGR) 41 ppm color and black
- Warm up time - less than 30 seconds
- Std. Paper source - Dual drawer
- Std. paper Capacity - 500/500 sheets
- Paper weights - 14 lb bond to 140 lb index
- Bypass/Paper weights - 100 sheet/161lb bond to 100 lb cover
- Max paper sources - 5
- Max original size - 11x17
- Output size (minimax) - 4 x 6 / 12 x 18
- Copy resolution - 600 x 600 dpi or better
- System Memory - 2 GB ram, 250 GB HD
- Duplex
- Doc feeder speed/capacity- 36 ppm color/black
- Staple, collate, hole punch capability, multi side copying
- Scan speed - CCD/80 ppm color/black
- Scan Resolution - 600x600 dpi or better
- Poster mode
- Photo mode
- Zoom Range 25 to 400
- Printer speed - 45ppm color/black
- Network user authentication
- IP address filtering
- HOD encryption
- HOD overwrite
- Secure Print
- Encrypted secure print
- Encrypted PDF mode
- SSL
- Transport Layer Security
- Multifunction modes of copier, internet fax, standard fax, network printer, printer, and scanner
- Supporting of operating systems - Windows 7, Windows 8.1, Vista, Server 2003, Server 2008

## EXHIBIT “C”

### Technical Requirements for all Large Photocopiers/Multi-function Devices:

<b><u>REQUIREMENT</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>COMMENTS:</u></b>
All digital copiers/printers shall be newly manufactured with no used or refurbished parts and include the capability for scanning, printing and copying. Business needs will determine the final equipment configuration of each copier/ printer.			
All digital copiers/printers shall be capable of producing double-sided prints/copies in both B&W and color.			
All digital copiers/printers shall have a bypass tray for the purpose of printing on specialized stock.			
All digital copiers/printers shall be capable of enlarging documents in preset increments to a maximum of 200%.			
All digital copiers/printers shall be capable of reducing documents in preset increments to a minimum of 64%.			
All digital copiers/printers shall have the capability of dual-sided, single pass scanning. Scanning would include the capability to send to an e-mail address, network folder or connected USB drive. File formats must, at a minimum, include PDF, JPG, and TIF. The scanning feature must be capable of scanning color. The scanner must integrate with LDAP.			
All digital copiers/printers shall have the ability for a network connection using Ethernet TCP/IP protocol with the capability for TCP/IP filtering and SNMP monitoring.			



<b><u>REQUIREMENT</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>COMMENTS:</u></b>
All digital copiers/printers shall have 32-bit and 64-bit drivers of the same version that are fully compatible with Microsoft Windows client/servers.			
Each networked digital copier/printer shall allow printing from any desktop PC or laptop within the City's network through Windows Server 2008 R2 and Windows Server 2012/R2.			
Certain digital copier/printers shall be capable of faxing. Identify whether or not faxing is an included feature and delineate all functions of this feature, including a description of its operation. If optional, identify all costs and technical requirements necessary to the operation of this feature.			
The Vendor shall provide specification sheets listing all accessories, features, functions and technical requirements of each model copier/printer.			
The Vendor shall provide support for all configuration changes.			
All digital copiers/printers shall be capable of handling 8 ½" x 11", 8 ½" x 14", and 11" x 17" paper sizes for a minimum of 500 per type.			
All digital copier/printers shall have the capability to staple a minimum of 40 pages.			
All digital copier/printers should have a hole punch and staple feature.			
All digital copiers/printers will have a minimum printing speed of 70 pages per minute.			

**Technical Requirements for Small Photocopiers/Multi-function Devices:**

<b><u>REQUIREMENT</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>COMMENT</u></b>
All digital copiers/printers shall be newly manufactured with no used or refurbished parts and include the capability for scanning, printing and copying. Business needs will determine the final equipment configuration of each copier/ printer.			
All digital copiers/printers shall be capable of producing double-sided prints/copies in both B&W and color.			
All digital copiers/printers shall possess an automated document feeder, with a minimum capacity of 200 sheets of 20 lb. bond paper.			
All digital copiers/printers shall have the capability to scan. Scanning would include the capability to send to an e-mail address, network folder or connected USB drive. File formats must, at a minimum, include PDF, JPG, and TIF. The scanning feature must be capable of scanning color. The scanner must integrate with LDAP.			
All digital copiers/printers shall have the ability for a network connection using Ethernet TCP/IP protocol with the capability for TCP/IP filtering and SNMP monitoring.			
All digital copiers/printers shall have 32-bit and 64-bit drivers of the same version that are fully compatible with Microsoft Windows client / servers.			
Each networked digital copier/printer shall allow printing from any desktop PC or laptop within the City's network through Windows Server 2008 R2 and Windows Server 2012/R2.			
The Vendor shall provide support for all configuration changes.			

All digital copiers/printers shall be capable of handling 8 ½” x 11” and 8 ½” x 14” paper sizes for a minimum of 300 per type.			
All digital copiers/printers will have a minimum printing speed of 40 pages per minute.			

**Technical Requirements for Plotter:**

ITEM:	PLOTTER REQUIREMENTS:	COMMENTS:
1.	WIFI – Ability to link with computer, smart phone, or tablet to the printer.	Smart connectivity via Wi-Fi is a plus but not a requirement, the plotter should be able to connect to a USB or external storage device at minimum.
2.	Built-in or attachment scanner	Scanner should be able to scan sheets at least 36” wide, preferably 42” wide with at least 300DPI. Scanner should have a basic scan to print feature i.e. scan a sheet and print a sheet without having to save a file.
3.	Prints color and grayscale	Plotter should have the capability to print black and white, grayscale, and all colors.
4.	2 roll capacity/ type of paper required:	Plotter needs to have the capacity to hold at least 2 rolls of different sizes (e.g. 24” and 36” rolls) with flexibility for different sizes in each roll bank. Plotter should be able to print on bond, coated, technical, and photo paper at minimum.
5.	Ability to print up to 40” paper	Plotter needs to have the capacity to print page sizes between 24” and 36” bond paper. Plotter software should have capability to enter custom length of

		sheet. Preference for Plotter to have capability to perform timed head cleaning.
6.	Ability to print plans and specifications with great detail (engineering drawings, architectural drawings, aerial images)	Plotter should be able to print detailed CAD line drawings in both color and black and white, presentations, renderings, aerial maps, posters, photos, and orthophotos.
7.	Must fit into existing space	The printer must fit into a 79" x 54" x 28" space.

**Current Model:** HP7200ps HPGL2 (Product #: F2L46A)

**Dimensions:** 78" long x 54" tall x appx. 27" wide

**Comparable models:** HP designjet XL 3600 MFP dual roll, HP Designjet T2600 MFP dual roll or equivalent

**Technical Requirements for "Public" / Vend for Copies Photocopier:**

ITEM:	PUBLIC COPIER AT LIBRARY REQUIREMENTS:	COMMENTS:
1.	Multi-function devise ("MFD") with vending interface compatible with Jamax coin and bill machine. The Library uses "Comprise" software.	Comprise allows patrons to add money to their library card for copying. Comprise is also a computer and room reservation system. MFD must be compatible with Comprise.
2.	WiFi – Ability to link with city/public network computers to print jobs.	Yes
3.	Built in scanner	Yes
4.	Black and white/Color	Yes
5.	ADA accessible	Yes
6.	Windows 10 drive	Copier should have Windows 10 compatible driver. Comprise will need to upload and install software.
7.	Built in USB ports	Allows library patrons to print from flash drive and/or other information storing devices.

8.	Must fit into existing space	4'x4'
9.	Must feature an automatic document feeder	

**EXHIBIT "D"**

**COST PROPOSAL #1**

**1. LEASE OF EQUIPMENT**

a. Vendor's Name: \_\_\_\_\_

**LARGE PHOTOCOPIER/MULTI-FUNCTION DEVICE**

b. Manufacturer's Name: \_\_\_\_\_

c. Model Name: \_\_\_\_\_

<b>Description:</b>	<b>Cost:</b>
<i>Cost of Lease and Maintenance Per Month:</i>	
<i>Cost per black/white copy:</i>	
<i>Cost per copy color copy:</i>	
<b>Total Cost:</b>	

d. Any Additional Notes:

**COST PROPOSAL #2**

**1. LEASE OF EQUIPMENT**

a. Vendor's Name: \_\_\_\_\_

**LARGE PHOTOCOPIER/ MULTI-FUNCTION DEVICE**

**Note: This printer should have the capability to fold pamphlets and booklets.**

b. Manufacturer's Name: \_\_\_\_\_

c. Model Name: \_\_\_\_\_

<b>Description:</b>	<b>Cost:</b>
<i>Cost of Lease and Maintenance Per Month:</i>	
<i>Cost per black/white copy:</i>	
<i>Cost per copy color copy:</i>	
<b>Total Cost:</b>	

d. Any Additional Notes:

**COST PROPOSAL #3**

**1. LEASE OF EQUIPMENT**

a. Vendor's Name: \_\_\_\_\_

**SMALL PHOTOCOPIER/ MULTI-FUNCTION DEVICE**

b. Manufacturer's Name: \_\_\_\_\_

c. Model Name: \_\_\_\_\_

<b>Description:</b>	<b>Cost:</b>
<i>Cost of Lease and Maintenance Per Month:</i>	
<i>Cost per black/white copy:</i>	
<i>Cost per copy color copy:</i>	
<b>Total Cost:</b>	

d. Any Additional Notes:



**COST PROPOSAL #4**

**1. LEASE OF EQUIPMENT**

a. Vendor's Name: \_\_\_\_\_

**PLOTTER**

b. Manufacturer's Name: \_\_\_\_\_

c. Model Name: \_\_\_\_\_

<b>Description:</b>	<b>Cost:</b>
<i>Cost of Lease and Maintenance Per Month:</i>	
<i>Cost per black/white copy:</i>	
<i>Cost per copy color copy:</i>	
<b>Total Cost:</b>	

d. Any Additional Notes:

## COST PROPOSAL #5

### 1. SUPPLIER OF PAPER

Vendor: \_\_\_\_\_

Multi-function Devices/ Photocopiers		\$
	Cost of paper per month:	
	Number of reams of paper:	
Plotter	Cost of paper per month:	\$
	Number of rolls of paper	
Paper Brand & Weight		