



City of
Los Banos
At the Crossroads of California

**REQUEST FOR PROPOSALS
FOR
CITY-WIDE NEW MULTI FUNCTION DIGITAL COPIERS
Consolidation Project**

Issuance Date
December 14, 2012

Deadline for Submissions
January 9, 2013 at 2:00 P.M.

Contact Person
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REQUEST FOR PROPOSALS
City-Wide New Multi-Function Digital Copiers
Consolidation Project

NOTICE IS HEREBY GIVEN that the City of Los Banos (“City”) is issuing this Request for Proposal (“RFP”) for the lease of new multi-function digital copiers. Submitted competitive sealed proposals must be from qualified vendors and include a proposal for maintenance and support for corresponding machines.

Vendors are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than 2:00 p.m., on January 9, 2013, at the following address:

City of Los Banos
Administrative Services Department
Attn: Lucille L. Mallonee, Director
520 J Street
Los Banos, CA 93635

An original copy must be signed by a representative authorized to bind the company. Proposals submitted by facsimile or email are not acceptable and will not be considered. **The original signed proposal and (5) duplicates are to be submitted in sealed packages with the name of the vendor and RFP title clearly marked on the outside of the package.**

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding vendor is solely responsible for all costs related to the preparation of the proposal.

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the vendor who, in the City’s sole discretion, is best able to perform the required services in a manner most beneficial to the City.

Please submit all inquiries to rick.spalding@losbanos.org.

I. INTRODUCTION

The City of Los Banos is located on the west-side of Merced County, approximately seven miles east of the Interstate 5 and State Highway 152 Interchange. The City employs approximately 130 employees in seven departments in various locations within the City.

The City maintains ten copiers of nine different models of five different brands in seven different locations supported by three different vendors. A full inventory of the City's current fleet of copiers; location; make/model; approximate monthly usage, is listed in Appendix A attached hereto.

The City seeks proposals from qualified and established vendors or manufacturers to provide the City with a fleet of new digital multifunction copiers as well as provide supplies, maintenance, and support for these new copiers. The City is willing to consider a 36, 48, or 60 month lease of the new multi-function digital copiers.

The City is seeking to achieve the following goals through this RFP:

- Standardize and consolidate the City's copier fleet by retaining one vendor and acquiring models of one brand;
- Reduce overall cost of document production;
- Improve quality and reliability of hardware by obtaining high quality, high performance copiers;
- Improve service and support with minimal downtime; and
- Standardize lease terms and service requirements and maintenance costs.

A. Current Leases. The City has separate lease agreements as follows:

1. Spriggs – US Bank, for one (1) copier (Konica/Minolta C253). The lease agreement is a 60 month term expiring 8/19/2013.
2. Zoom Imaging Solutions – CIT Technology Financial Services Inc., for three (3) copiers (Toshiba eStudio 230, Toshiba eStudio 353, Toshiba eStudio 453). The lease agreement is a 60 month term expiring 1/12/2014.
3. The leases on the remaining fleet of six (6) copiers have expired and are on a month to month lease extension and service/maintenance agreement (Canon IR7095, Canon IRC5185i, Ricoh MPC3500, Konica/Minolta C250, Konica/Minolta Di3010, Konica/Minolta Di3010).

Note: Four (4) copiers, as noted above, have leasing arrangements with two different future expiration dates. While replacements for those copiers will come to the City's use at a different date, the City expects that the replacement copiers will have the same lease termination date as the copiers that first enter into the City's use. The Contract between the City and the successful vendor shall be written to ensure that all equipment is at a co-terminus status at the end of the Contract/Lease term. This means that any

equipment added during the duration of the Contract will have the same Contract/Lease expiration date.

II. PROPOSAL FORMAT

To facilitate the review of responses, all responses are required to adhere to the following requirements with regard to their proposal. The City strongly encourages respondents to ensure that RFP submissions are succinct and clearly organized. The RFP response must be written and organized in the exact order as set forth below. If the proposal is not in this format or does not include all of the listed items, it may be deemed non responsive. For ease of handling, all responses are to be provided in a standard 8 ½" x 11" portrait format with binding on the left hand edge.

A. Transmittal Cover Letter. Provide a formal letter of transmittal with your proposal that commits your company to its proposal and states that the proposal meets the requirements of each section of this RFP. The transmittal letter must be signed by an officer of your company authorized to bind the company to the proposal. Also include contact information for: (1) the person responsible for answering questions regarding the proposal, (2) the person responsible for contract negotiation, and (3) the signer.

B. Company Information. The proposal shall include the following:

1. A manufacturer's and/or vendor's company profile.
 - Provide years in business and overview of products and services offered by your company.
2. A qualifications statement including the following:
 - Provide the qualifications of the vendor and its specialized experience and technical competence that qualify it to provide the services required. Include whether all technicians who will service equipment used by the City are trained and certified by the equipment manufacturer.
 - A certificate or letter from the manufacturer (if vendor is not the manufacturer) stating that the vendor is an authorized service/supply dealer for the equipment proposed.
3. The resolution process for service/equipment and technical/connectivity problems.
 - Identify the process you use to support equipment, including how you will be contacted, approximate number of hand-offs from the time a call is placed to when a technician is dispatched, how many technicians are available to respond to our site and where they are based, etc.

C. References. Provide a list of at least three (3) current public agency customers in California for whom you have provided comparable equipment in similar projects/installations. Please include the agency's name and name, telephone number, and email address of contact person.

D. Description of Proposed Replacement Copiers. The proposal shall describe separately the recommended replacement models for each of the four classes of copiers shown in Appendix B (starting with class #1). All the recommended replacement models shall meet or exceed the minimum requirements as set forth in Appendix B. Proposals shall include only one brand/manufacturer for all recommended replacement models for all classes. The proposal may include more than one model (but no more than three) for one or more of the four classes of copiers shown in Appendix B. For each proposed replacement model the proposal shall confirm that the recommended replacement models meet or exceed the minimum requirements in Appendix B. For each proposed replacement model the proposal shall respond to the questions/information requested in the italicized questions/comments that follow individual technical requirements in Appendix B. The responses to the questions/information should be provided in a written form, in the same order and using the same numbering as set forth in the technical requirements in Appendix B. The proposal shall clearly describe any technical requirement not met by the recommended replacement model(s). The proposal shall also describe any additional features of a recommended replacement model not set forth in the minimum requirements. The proposal shall describe which of the applicable optional features in Appendix B are available for each of the recommended replacement copiers. Failure to completely describe the proposed recommended replacement models as required herein may be deemed non responsive and result in rejection of the proposal at the discretion of the City.

The proposal shall provide documented specifications for each recommended replacement model that:

- Shows specifications of equipment offered. Literature may be submitted in the form of product brochures;
- Contains information on electrical and space requirements;
- Provides the dimensions (footprint) of the copiers with and without optional features;
- Details measurements including their maximum widths, with finishers/sorters and paper cassettes attached.

Note: The literature provided is not to take the place or required responses noted above.

E. Contract Pricing Proposal. Cost Information must be submitted in a separate sealed envelope, clearly marked on the outside of the envelope: **Cost Information.**

1. Equipment Leasing

The proposal shall quote a monthly lease price per individual copier, based on a 36, 48, and 60-month **Fair Market Value** lease. The lease price must include ALL of the following items:

- Copiers, with all required components necessary for installation and operation, including surge protectors as required;
- Firmware/software, including upgrades/updates, and technical support;
- Delivery, installation and testing;
- User manuals and quick reference user guides;
- In-person training;
- Cost of returning the copiers to vendor at end of contract;
- Cost of removing/swapping out hard drives at end of contract, before copiers are returned to vendor; and
- Cost of returning the city's current fleet of copiers.

The proposal shall provide for separately a listing of the additional monthly leasing cost for selected optional features (i.e., costs that will be **added to** the base monthly lease price of each copier type, if City chooses to add that optional feature to any individual copier).

Also, describe whether the lease will be held internally, or through an external leasing source. If financing is external, please provide relevant information about the third party leasing company. For lease options, any required equipment property taxes and insurance must be included within the monthly charge. Title to any equipment subject to lease shall remain with the vendor or financing company.

2. Maintenance and Supplies.

The proposal shall quote per page copy fees for maintenance and supplies for both Black/White and Color copies on a per-copier basis.

- a. There will be no guaranteed minimum copies. Fax transmission and scanning will not count as a copy;
- b. There will be no limit to maximum allowable copies;
- c. The per copy price will be fixed for the full lease term and subsequent lease renewal terms, if exercised;
- d. The maintenance price must include ALL of the following items (as more specifically defined in Appendix C);
 - Preventive maintenance;
 - Remedial maintenance;
 - Software/firmware upgrades;
 - Part/component upgrades;
 - All consumable supplies (paper is specifically excluded); and
 - Shipping/delivery charges for consumable supplies;
- e. Copies made during service are not included in the usage charges. The vendor is responsible for all copies made during service.

3. Other Costs.

The Proposal shall identify and provide a breakdown of all other costs or charges for professional services, training, equipment, maintenance and supplies not covered by Sections E.1 and E.2 above.

F. Security. Proposal shall describe method for destruction of hard disk drives that may contain confidential and/or personal data gathered and stored electronically with normal copying and scanning use.

G. Training. The Proposal should include discussion on how vendor will provide on-site training for the proposed equipment and software. Please describe the training program for the proposed system. Training costs, if any, must be included in the pricing section of the proposal. Vendor will provide training when a new copier is deployed, as well as ongoing "refresher" training as needed by the users. Identify the number of days of initial training, availability of "refresher" training, and training options for new staff.

H. Buy Out of Existing Leases. The proposal shall describe the proposer's buyout policy on existing Leases. The proposal shall specifically include buyout terms for an existing Lease(s) on the following:

1. Spriggs – US Bank, for one (1) copier (Konica/Minolta C253). The lease agreement is a 60 month term expiring 8/19/2013.
2. Zoom Imaging Solutions – CIT Technology Financial Services Inc., for three (3) copiers (Toshiba eStudio 230, Toshiba eStudio 353, Toshiba eStudio 453). The lease agreement is a 60 month term expiring 1/12/2014.1.

I. Work Plan and Schedule. The proposal shall include a work plan which shall include a full description of major tasks and subtasks anticipated by the proposer associated with installation, maintenance and continuing support of the City' fleet of copiers. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and providing a schedule for deployment of the replacement copiers, and outlining the approach that would be undertaken in providing the requested services. Include a detailed plan for implementing a smooth transition which addresses removal, delivery, installation, networking and interfaces with City staff.

J. Proposal Exceptions. The proposal shall identify and discuss shall discuss any exceptions or requested changes that proposer has to the City's RFP conditions, requirements. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the RFP.

III. SCHEDULE FOR SELECTION AND AWARD

The following ***tentative*** schedule is anticipated with regard to this RFP:

Phase	Date
Release of RFP	12/14/2012
Deadline for any questions from vendors	01/02/2013 by 5pm
Deadline for posting any amendments to RFP	01/04/2013
Proposal Due Date	01/09/2013 by 2pm
Review of Proposals	01/09/2013 thru 01/11/2013
Potential Interview of Vendor(s)	01/14/2013 thru 01/18/2013
Negotiation	01/21/2013 thru 02/29/2013
Selection of Vendor approved by City Council	02/06/2013
Implementation of Negotiated Agreement	02/07/2013

The City reserves the right to change this schedule and/or discontinue the RFP process at any time.

IV. EVALUATION

A. Evaluation Committee. An Evaluation Committee will be established, composed of representatives from various City Departments, as deemed appropriate. The Committee will evaluate all proposals received in accordance with the requested information pursuant to Section II.

B. Committee Recommendation. The Evaluation Committee, based upon the number of proposals received, may select a short list of best qualified vendors for this service. The Evaluation Committee may interview the representatives on the short list and require a presentation and/or product samples. However, the City reserves the right to make its recommended selection based solely upon the evaluation of the written proposals, reference checks, and/or site visits.

C. Visits, Conferences and Provision of Facilities. The City may elect to visit vendor's facilities as part of evaluation process. Vendors should be prepared to provide information on appropriate locations and to arrange for such visits.

D. Proposal Evaluation. The Evaluation Committee will evaluate all proposals received in accordance with the Evaluation Criteria set forth below. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated.

1. Ability to provide responsive customer service;
2. Clarity of proposal, completeness and inclusion of requested information;
3. Technical capabilities of proposed equipment;
4. Product is user friendly to all levels of staff;

5. Reference checks;
6. Professional nature of vendor;
7. Demonstrated municipal government experience;
8. Ability to present materials that can be understood by technical and non-technical staff;
9. Qualifications and experience of the vendor and staff assigned to provide support;
10. Past performance and level of support of the vendor;
11. Professional standing and financial stability of the vendor;
12. Feasibility of the proposal(s) based upon the proposed equipment and services; and
13. Cost effectiveness.

All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on lowest cost proposal submitted. Total cost will be taken into consideration, but the vendor's capabilities, competence and capacity will be considered as well. The City reserves the right to choose the overall best vendor according to the City's criteria. The City, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City's decisions will be final. The City reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

The above factors, along with other factors that the City may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award.

The most qualified and responsive proposer will be selected for contract negotiations. The vendor's proposed lead customer contact or account representative for this engagement will be required to be present at the interview and presentation. If agreement cannot be reached with the first proposer, the second choice proposer (and then third and so on) will be contacted with the first choice proposer (or other proposers, in order) dismissed from further consideration on this project. A contract award may be made to the responsible proposer whose proposal will be best for the City considering evaluation factors outlined above. All proposers participating in the process shall be notified in writing of the successful award.

V. SPECIAL CONDITIONS

A. Contract and Insurance Requirements. The selected proposer shall be required to enter into a city-prepared Professional Services Agreement approved by the City Attorney. Proposers shall be prepared to accept the terms and conditions of the City's Standard Professional Services Agreement including all Insurance Requirements. The successful Vendor's bid and the terms and conditions stated in this RFP will be made part of the contract between the City of Los Banos and the Vendor. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions

that will be incorporated into the final agreement between the City of Los Banos and the successful Vendor.

B. Reservations. This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the vendor responding to this RFP, or parties they represent, for obtaining any of the information solicited.

C. Public Records. All proposals submitted in response to this RFP become the property of the City. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

D. Right to Cancel and Amend. The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all vendors will be notified in writing.

E. Proposer's Questions. The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. All questions shall be submitted in writing to Rick Spalding, IT Director, at rick.spalding@losbanos.org. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Vendor accepting verbal directions. Any explanation desired by a Vendor must be requested of the City representative in writing not later than January 2, 2013 at 5:00pm and if explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be posted on the City website at www.losbanos.org on or before January 4, 2013.

F. Additional Information. The City reserves the right to request additional information and/or clarification from any or all vendors.

G. Conflict of Interest. Vendor covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Vendor further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Vendor certifies that to the best of vendor's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.

H. Release of Public Information. Vendors who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by

the City must receive prior written approval from the City before disclosing such information to the public.

I. Non-Assignment. If a contract is awarded, the selected vendor shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the City which shall not be unreasonably withheld.

J. Collusion. Each vendor certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The vendor certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding vendor, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding vendors. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidding vendor has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding vendor is believed to have interest.

K. Debarment. By submitting a proposal, the vendor certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

L. Equal Employment Opportunity Compliance. The selected vendor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The vendor shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

M. Right to Audit. The selected vendor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected vendor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the City or its designees.

**APPENDIX A
Current Equipment**

**APPENDIX 1
Current Equipment**

Location	Copier Make/Model	B/W Monthly Copies (Average)	B/W Monthly Copies (Highest Month)	Color Monthly Copies (Average)	Color Monthly Copies (Highest Month)
Police - Dispatch	Toshiba eStudio 353	11,070	20,987		
Police – Records	Toshiba eStudio 453	16,320	27,783		
Police - Annex	Toshiba eStudio 280	3,603	6,605		
City Hall - Mailroom	Canon IR7095	18,808	36,145		
City Hall - Office		7,294	20,427	8,018	12,961
Public Works - Recreation	Ricoh MPC3500	5,445	38,904	6,807	20,960
Community Center - Reception	Konica/Minolta Di3010	2,079	3,946		
Fire Station 1	Konica/Minolta Di3010	3,369	7,403		
F Street Yard	Konica/Minolta C253	1,794	2,999	869	1,527
Madison Avenue Office	Konica/Minolta C250	5,080	8,326	795	2,389

Average and highest monthly use are from December 2010 to November 2011

APPENDIX B Technical Requirements

All multi-function digital copiers shall be new and be from the same manufacturer. **No used, refurbished, remanufactured parts or equipment will be accepted.**

Copier Minimum Requirements for ALL Copier Replacements. All the multi-function digital copiers shall meet or exceed the following *minimum* requirements:

1. Copier is a "true" multi-function device, allowing simultaneous scanning, copying, and printing. For example, scanning and printing can occur simultaneously, print jobs can be added to the job queue while copying is underway, additional copy jobs can be processed while output from another copy job is being processed;
2. Bypass tray minimum specs: supports paper sizes 8.5x11 to 11x17, envelopes, card stock. Holds a minimum 100 sheets of regular paper;
3. Copier supports image zoom - *identify zoom capabilities.*
4. Copier glass supports at least 11x17 page;
5. Simplex and duplex printing is supported by the finisher;
6. Copier can collate multi-page jobs; *State how many collated sets, and size of sets, are supported for each proposed copier option.*
7. Copier can staple collated jobs; *State what stapling options (single-staple, multi-staple, etc.) options are available for each proposed copier option.*
8. Print jobs can be saved to storage on the copier and printed on-demand; *Can finishing options (single versus double sided, staple, hole punch, etc.) be saved as part of the saved print job?*
9. Copier can go into power-save mode after a user-defined period of no activity; *For each copier option, explain what power-save settings are available.*
10. Copier can be configured and managed remotely over a Web browser; *For each copier option, explain what options are available through the browser portal i.e. consumables, jobs in the queue, modify configuration (address book, email configuration, network configuration, etc.)*
11. File/disk security option are included in the copier; *For each copier option, explain what security options are available; for example, are all files on the copier's disk associated with scanned/printed images encrypted; are scanned/printed images automatically deleted and the disk wiped routinely?*
12. The copier operation is quiet, both when active and when inactive; *For each copier option, identify the amount of sound generated.*
13. The copier powers up quickly, both when turned on as well as when taken out of power-save mode; *For each copier option, state the number of seconds that it takes for the copier to become available.*
14. Firmware updates/patches for software fixes, new functionality, etc. are included in lease payments for the duration of the contract;
15. Copier supports user accounts. If enabled, the user is required to specify an account number before printing or copying;
16. Limits can be set on a per-user basis for the number of copies;

17. Scanned documents can be sent to email accounts; *Can the administrator define at least 100 email recipient accounts in an address book?*
18. Scanned documents can be saved to a shared folder on a server on an Active Directory domain; *Can user navigate to a shared folder from the control panel?*
19. *Explain available file formats for scanned documents; for example, PDF, TIFF, JPG, MS Word, MS Excel. Is OCR supported? If so, is OCR available the copier's control panel, through a desktop app, etc? Identify charges for desktop app (per user, per computer, per site, etc.)*
20. Scanned documents can be saved in color or black/white;
21. 600dpi minimum resolution for scanned documents;
22. Scanning capability supports page sizes up to 11x17;
23. Copier can be used as a shared network printer;
24. Multiple jobs can be sent to the printer simultaneously and processed in the order that the job was received;
25. Printer drivers are available for Windows XP and Windows 7;
26. All printing options are supported through the printer driver;
27. User can manually increase or decrease contrast to darken or lighten copied image; and
28. The copier can print a diagnostic report indicating the need to replenish consumables, failure of components, percentage of wear of components, and status of features /functions. *Can the diagnostic report easily be printed by an operator? Can the report be routinely sent to vendor for proactive notification of maintenance needs?*

Copier Minimum Requirements for INDIVIDUAL Classes of Copier Replacements.

In addition to the minimum requirements for all copier replacements each individual class of copier shall meet or exceed the following minimum requirements.

Copier Class #1 Features/Services Required. Replacement for Canon IRC5185 (City Hall).

1. Support for maximum monthly copy volume (monochrome): 20,427;
2. Support for average monthly copy volume (monochrome): 7,294;
3. Support for maximum monthly copy volume (color): 12,961;
4. Support for average monthly copy volume (color): 8,108;
5. Support for color and monochrome copying and scanning;
6. Minimum four paper trays, three adjustable to 11x17 (500 sheets per tray) and one 8.5x11 tray (4,000 sheets);
7. Print jobs can be saved to storage on the copier and printed on-demand; *Can finishing options (single versus double sided, staple, hole punch, etc.) be saved as part of the saved print job?*
8. User can select auto-page-numbering or watermarking; and
9. The same scanned job can include simplex, duplex, and images scanned from the glass; and
10. The user can specify output bin for printed and copied jobs.

Copier Class #2 Features/Services Required. Replacement for Canon IR7095 (City Hall).

1. Support for maximum monthly copy volume (monochrome): 36,145;
2. Support for average monthly copy volume (monochrome): 18,808;
3. Support for monochrome copying;
4. Support for monochrome and color scanning;
5. Minimum four paper trays, three adjustable to 11x17 (500 sheets per tray) and one 8.5x11 tray (4,000 sheets);
6. User can select auto-page-numbering or watermarking; and
7. The same scanned job can include simplex, duplex, and images scanned from the glass; and
8. The user can specify output bin for printed and copied jobs.

Copier Class #3 Features/Services Required. Replacement for Ricoh MPC3500 (Community Center), Konica/Minolta C250 (Public Works office – Madison Avenue), Konica/Minolta C253 (Public Works office – F Street).

1. Support for maximum monthly copy volume (monochrome): 38,904;
2. Support for average monthly copy volume (monochrome): 5,445;
3. Support for maximum monthly copy volume (color): 20,960;
4. Support for average monthly copy volume (color): 6,807;
5. Support for color and monochrome copying;
6. Minimum two paper trays, each adjustable to 11x17, 500 sheets per tray;
7. Minimum 100-sheet automatic sheet feeder;

Copier Class #4 Features/Services Required. Replacement for Konica/Minolta Di3010 (Fire Station #1 and Community Center reception), Toshiba eStudio 353 (Police Dispatch), Toshiba eStudio e453 (Police Records), Toshiba eStudio e280 (Police Annex).

1. Support for maximum monthly copy volume (monochrome): 27,783;
2. Support for average monthly copy volume (monochrome): 16,320;
3. Support for monochrome copying;
4. Support for color and monochrome copying;
5. Minimum two paper trays, each adjustable to 11x17, 500 sheets per tray;
6. Minimum 100-sheet automatic sheet feeder;

Copier Optional Desired Features – All Replacement Copiers.

1. Copier include fax capabilities - user can fax a document scanned at the copier, or fax a document sent from workstation;
2. Options on the display screen can be removed for everybody;
3. Options on the copier display screen can be removed for individual users who do not use or are not authorized to use specific features (for example, specific users can be blocked from making color copies on a color equipped copier);

4. The copier can accept USB drives with documents to print; *List file formats supported.*
5. A keyboard is available to type information rather than by using a touchpad. A retractable keyboard is preferred;
6. The control panel user interface is similar across different copiers;
7. Wireless printing is supported. *Describe what security options can be put in place to restrict which wireless users can access printer.*

Copier Optional Desired Features – Class #1 and #2 Replacement Copiers.

1. Copier provides an option to automatically print to different paper sizes as different page sizes are fed through the sheet-feeder. This would include different page sizes in the same print job (for example, 8.5x11, 11x17);
2. Copier provides an option to automatically zoom the image to a different paper size if larger/smaller page sizes are fed through the sheet-feeder. This can include different page sizes in the same print job;
3. The copier can detect black/white and color pages within the same job, and per-page costs are charged to the correct category (color vs. black/white);
4. Printed jobs and copied jobs are automatically sent to different output bins to keep printed and copied jobs separate;
5. The copiers support folding options (tri-fold, packet, z-fold); *What page sizes can be folded?*
6. If 8.5x11 paper is loaded in more than one tray, the printer will automatically pull paper from the secondary tray when supply is exhausted in the main tray; *If so, can paper in the main tray can be re-loaded while the secondary tray is in use?*
7. The copier provides a "preview" mode that allows the print job to be viewed prior to printing; *If so, can minor changes can be made within "preview" mode (erase area, rotate page, remove page)?*
8. The copier panel can be accessed at a remote desktop (i.e. VNC), for example to allow remote support staff to view what the copier user is doing;
9. The device can scan the entire document once and make copy/copies as well as store the document as a file;
10. If user limits are enabled, the number of copies be tracked per user with separate limits for monochrome and color copies; *Can the administrator re-set limit?*
11. Scanned images can be altered prior to saving (remove pages, rotate pages, clarification, remove text, compress images); *Identify what can be altered at the control panel, and what can be altered using a desktop app.*
12. Scanned documents can be compressed by the copier/printer to reduce the file size prior to sending as an email or saving to a shared folder;
13. Vendor support is able to remotely access the Web portal on the copier to assist with troubleshooting errors; or
14. A copy job with mixed monochrome and color originals will debit from appropriate image type (monochrome versus color) per page rather than per job.

Copier Optional Desired Features – Class #3 and #4 Replacement Copiers.

1. User can select auto-page-numbering or watermarking; and
2. The same scanned job can include simplex, duplex, and images scanned from the glass.

APPENDIX C

Service/Maintenance Requirements

1. Vendor will provide on-site routine preventative maintenance at least once every two months on all copiers.
2. The vendor will return phone calls (when customer contacts vendor-provided phone number) or email (when customer contacts vendor-provided email address) during the business day (M-F 8am-5pm) within 30 minutes.
3. The vendor will respond on site upon report of a problem that cannot be resolved over the telephone for issues that impact basic functionality (i.e. inability to print, scan, regular paper jams) during the business day (M-F 8am-5pm) within 2 hours.
4. The vendor will respond on site upon report of a problem that cannot be resolved over the telephone for issues that do not impact basic functionality (i.e. minor noise, issues identified by the customer as non-business-critical) during the business day (M-F 8am-5pm) within 1 business day.
5. A "loaner" copier will be on-site at no cost to the City if a copier cannot provide basic functionality within 2 business days.
6. If more than four calls for service are placed for the same copier within a 14-calendar-day period for issues that impact basic functionality, the vendor will replace the copier with another unit with the same functionality at the option of the customer and at no cost to the City.
7. All technicians who may service copier equipment used by the City will be fully trained and certified by the equipment's manufacturer.
8. The internal hard drive of the copier will be wiped of all contents prior to being removed from service from a City facility.
9. Vendor will provide training when a new copier is deployed, as well as ongoing training "refresher" training as needed by the users. Identify the number of days of initial training, availability of "refresher" training, training options for new staff.
10. All consumables shall be included in the maintenance costs.

APPENDIX D Insurance Requirements

Vendor and/or Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Vendor and/or Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City.

In order to comply with the bonding and insurance requirements contained in your contract with the City of Los Banos there are several things that we require. It is our intent to facilitate consideration of every project, so we are including here a **summary** checklist for your convenience.

All bonds and insurance requirements need to be complete and submitted prior to your contract being approved.

I. GENERAL

A. Send these requirement sheets to your insurance broker for immediate compliance.

B. NO CONTRACTS WILL BE APPROVED UNTIL ALL BONDS AND CERTIFICATES ARE IN ORDER.

C. New and renewal Certificates and endorsements must reference a specific job. "All Operations" certificates are not acceptable.

D. All contractors and subcontractors working on a project or jobsite must meet the same insurance requirements you do, prior to starting work on the project or site.

E. All insurance companies must have an AM Best rating of A:VII or better.

F. Any deductibles must be declared to and approved by the City.

G. All insurance coverage, with the exception of Professional Liability coverage must be written on a full "per occurrence" basis.

H. A 30-day cancellation notice is required, and written or modified to a form that binds the insurer to provide it. For non-payment of premium, a 10-day notice is acceptable.

I. Expiration dates are required on all certificates.

J. All Bonds and Certificates must have an original signature.

II. SPECIFIC COVERAGE

A. BONDING

Faithful Performance (Completion) Bond – (LIST AMOUNT)

Payment, Labor and Materials Bond – (LIST AMOUNT)

Provide a current company profile from the California Department of Insurance website stating the Surety Company is an admitted insurer in the State of California (insurance.ca.gov).

B. GENERAL LIABILITY/AUTOMOBILE LIABILITY

C. GENERAL LIABILITY

\$2,000,000 General Aggregate
\$2,000,000 Products and/or Completed Operations
\$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit

D. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$1,000,000 Employer's Liability
STATUTORY Workers' Compensation

E. Professional Liability – If the contract includes legal, medical, architectural, engineering, IT, planning and other general consultant services, then Professional Liability coverage is required.

F. The consultant and its contractors and subcontractors shall secure and maintain in full force, during the contract term professional liability insurance policies appropriate to the respective professions and the work to be performed as specified. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate. If requested by the City, the consultant's insurer must provide a complete, certified copy of the professional liability insurance policy.

III. ENDORSEMENTS

A. The **GENERAL LIABILITY AND AUTOMOBILE LIABILITY** policies are to be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and agents are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an **Additional Insured endorsement** (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.

2. There must be an **endorsement** indicating that coverage is primary and non-contributory with respect to additional insureds.

3. There must be an **endorsement** that includes a severability of interest clause. (cross liability).

4. Where applicable, the General Liability policy shall contain an endorsement or provision stating that such insurance applies to the liability assumed by any subcontractor. (Owners and Contractors Protective)

5. The General Liability coverage shall be at least as broad as ISO form CG 00 01 (ed. 10/01).

6. The auto coverage shall be provided for owned, hired, and non-owned autos.

7. The auto coverage shall be as broad as ISO form CA 00 01.

B. The WORKERS COMPENSATION/EMPLOYERS LIABILITY policy must contain an endorsement with a waiver of subrogation in favor of the City of Los Banos for all work performed by the contractor, its employees, agents and subcontractors.

C. Acceptance of any bond, certificate of insurance, or endorsement showing proof of insurance required by your contract does not constitute approval or agreement by the City of Los Banos that the insurance requirements have been met or that the bond or insurance policies referenced on any certificates and endorsements are in compliance with your contractual requirements