



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)**  
**NO.: 6100007289**  
**RFCSP 16-019**

**ANNUAL CONTRACT FOR PRINTERS FOR THE PRINT SHOP**

Date Issued: MARCH 08, 2016

**BIDS MUST BE RECEIVED NO LATER THAN:**  
2:00 PM Central Time (CT), ~~APRIL 08, 2016~~ ~~APRIL 22, 2016~~ ~~APRIL 25, 2016~~  
~~APRIL 29, 2016~~ **May 13, 2016**

Proposals may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office  
100 Military Plaza  
1st Floor, City Hall  
San Antonio, Texas 78205

Mailing Address:

City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

“ANNUAL CONTRACT FOR PRINTERS FOR THE PRINT SHOP”

Proposal Due Date: 2:00 p.m. CT, ~~APRIL 08, 2016~~ ~~APRIL 22, 2016~~ ~~APRIL 25, 2016~~ ~~APRIL 29, 2016~~  
**May 13, 2016**

RFCSP No.: 6100007289

Respondent's Name and Address

Proposal Bond: NO    Performance Bond: NO    Payment Bond: NO    Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes                      DBE / ACDBE Requirements: No

See Instructions for Respondents and Attachments sections for more information on these requirements.

Pre-Submittal Conference \*YES

\* If YES, the Pre-Submittal Conference will be held on **TUESDAY, MARCH 15, 2016 at 1:30 p.m. C.T. at RIVERVIEW TOWERS, 111 SOLEDAD, SUITE 1100, HILL COUNTRY CONFERENCE ROOM, SAN ANTONIO, TEXAS 78205.**

Staff Contact Person: MARIA CASTILLO, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: MARIA.CASTILLO@SANANTONIO.GOV

SBEDA Contact Information: David Rodriguez, (210) 207-0071, david.rodriguez@sanantonio.gov

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, 8 hard copies and one copy of the of the proposal on compact disk (CD) or a flashdrive containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposals sent to City by facsimile or email shall be rejected.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

City shall not be responsible for lost or misdirected proposals or modifications.

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

Hard Copy Alternate Proposals. Alternate proposals must be submitted in separate sealed envelopes in the same manner as submission of other proposals. Alternate proposals must be marked consecutively on the envelope as Alternate Proposal No. 1, 2, etc. Failure to submit alternate proposals in separate envelopes may result in rejection of a proposal.

Electronic Alternate Proposals. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

Catalog Pricing. (This section applies to proposals using catalog pricing.)

The proposal will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for proposals submitted on paper, or PDF file for proposals submitted electronically.

Respondents may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall proposal evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

#### Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 2:00 pm CT, ~~MARCH 22, 2016~~ APRIL 05, 2016. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contacts David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at [david.rodriguez@sanantonio.gov](mailto:david.rodriguez@sanantonio.gov). *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Conference access to the meeting can be achieved by dialing: LOCAL (210)207-9329, TOLL FREE (855)850-2672 and entering the MEETING ID No. 992 293 530.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

### Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

### Preparation of Proposals.

All information required by the RFCSP must be furnished or the proposal may be deemed non-responsive and rejected. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 75 two-sided pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

Correct Legal Name. If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. All proposals are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the proposal. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer’s reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item’s suitability and compliance with proposal specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing.

If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City’s request. Failure to comply with City’s request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent’s expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an “annual” contract is found in the contract’s title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Respondents shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

Confidential or Proprietary Information.

All proposals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives (“Entity” or “Entities”) to enhance City’s purchasing power. At City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such

acquisition(s) shall be at the prices stated in the proposal, and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

Respondent must sign and submit the rider, if attached to this RFCSP, with its proposal, indicating whether Respondent wishes to allow other Entities to use its proposal. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent's decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

#### Costs of Proposing.

Respondent shall bear any and all costs that are associated with the preparation of the Proposal, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

#### Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

The proposal does not strictly conform to law or the requirements of the solicitation;

The proposal is conditional; or

Any other reason that would lead City to believe that the proposal is non-responsive or Respondent is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any proposal, such as failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

Variations and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. C.T. on the day the proposals are due. Proposal openings are held at Purchasing & General Services, Riverview Tower, 11<sup>th</sup> floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

#### Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

Prospective respondents must prove beyond any doubt to the City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

**State of Texas Conflict of Interest Questionnaire (Form CIQ).** Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/att/ethics/pdf/OCC-CIQ-Addendum.pdf>



When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 1st floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you

**PART B**

**SUBMISSION REQUIREMENTS**

Respondent’s Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

**If submitting a hard copy proposal, submit one original, signed in ink, 8 copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.**

**If submitting electronically through City’s portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.**

TABLE OF CONTENTS

**EXECUTIVE SUMMARY.** The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

**GENERAL INFORMATION FORM.** Use the Form found in this RFCSP as Attachment A, Part One.

**EXPERIENCE, BACKGROUND & QUALIFICATIONS.** Use the Form found in this RFCSP as Attachment A, Part Two.

**PROPOSED PLAN.** Use the Form found in this RFCSP as Attachment A, Part Three.

**PRICING SCHEDULE.** Use the Pricing Schedule that is found in this RFCSP as Attachment B.

**CONTRACTS DISCLOSURE FORM.** Use the Form in RFCSP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/att/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the “Print” button and place the copy in your proposal as indicated in the Proposal Checklist.

**LITIGATION DISCLOSURE FORM.** Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S).** Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment E.

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) TRACKING FORM.** Complete, sign and submit VOSB form found in this RFCSP as Attachment F.

**PROOF OF INSURABILITY.** Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

**FINANCIAL INFORMATION.** Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

**SIGNATURE PAGE.** If submitting a hard copy proposal, Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

**PROPOSAL CHECKLIST.** Complete and submit the Proposal Checklist found in this RFCSP as Attachment G.

**CERTIFICATE OF INTERESTED PARTIES FORM 1295.** Complete and submit the Certificate of Interested Parties Form. Information pertaining to this form can be found in this RFCSP as Attachment H.

**SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN.** Complete, sign and submit the Subcontractor/Supplier Utilization Plan as Attachment J.

**Respondent is expected to examine this RFCSP carefully**, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

## **EVALUATION CRITERIA**

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (40 points)

Price (15 points)

Small Business Economic Development Advocacy (SBEDA) Program –

    SBE Prime Contract Program – 15 pts.

    Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive fifteen (15) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

**004 - SPECIFICATIONS / SCOPE OF SERVICES**

**4.0 BACKGROUND:**

The City of San Antonio is soliciting proposals for the purchase or lease, delivery, and installation of three high-speed network printers for the Print & Mail Operations Print Shop, consisting of two black and white and one color printer. The three high-speed network printers purchased or leased under this contract shall be used to replace existing printers. These high-speed network printers will be utilized to support the printing needs of various City departments. The selected Vendor shall be responsible for removing three existing printers and shall provide a detailed plan for the removal. The City is also requesting a trade in offer for existing equipment. The value of the trade in offer will be evaluated as part of the overall price component.

City may purchase one or more of the printers specified herein and may lease one or more of the printers. City's decision whether to purchase or lease any combination of the printers shall be made based on the City's best interest.

4.1 The proposed high-speed network printers shall meet or exceed the detailed minimum requirements listed in Section 4.2.

4.2 Proposed printers must meet the following minimum specifications:

(a) Printer # 1 - High Speed Black and White Network Printer with Booklet Maker  
 Estimated usage will be approximately **500,000** impressions per month

<b>Feature</b>	<b>Minimum Requirement</b>	<b>Capability of Proposed Printer</b>
<b>Copies per minute</b>	125 Impressions/Copies Per Minute	
<b>Paper Drawers</b>	3 Drawer	
<b>Main Tray Sheet Requirements</b>	3 Trays holding up to 5,000 sheets	
<b>Paper Sizes</b>	8.5 x 11 8.5 x 14 11 x 17 12 x18	
<b>Paper Weight at Full Speed</b>	20 lb. copy	
<b>Paper Weight at Full Speed</b>	Minimum 17 lb. Bond up to 300 gsm stock	
<b>Paper Features</b>	Linking Paper Drawers	
<b>Production Capacity</b>	Up to 1 million copies per month	
<b>Inserts</b>	Tabs Plain Paper Pre-Printed Tabs Pre-Printed Covers	
<b>Binding</b>	Insert, fold, saddle-stitch pre-printed color covers for booklets. Ability to use cover stock. Machine must be able to fold, Saddle Stitch 8.5 x 11, 8.5 x 14, 11 x 17, and 12 x 18. Staple up to <del>50 sheets</del> 40 sheets or <del>200</del> 160 page booklet.	

<b>Stacker</b>	Copier must include 1 paper stacker	
<b>Prepress Applications Required from the RIP</b>	Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, And Scanning Capability	

(b) Printer # 2 - High Speed Black and White Network Printer without Booklet Maker  
 Estimated usage will be approximately **500,000** impressions per month

<b>Feature</b>	<b>Minimum Requirement</b>	<b>Capability of Proposed Printer</b>
<b>Copies per minute</b>	125 Impressions/Copies Per Minute	
<b>Paper Drawers</b>	3 Drawer	
<b>Main Tray Sheet Requirements</b>	3 Trays holding up to 5,000 sheets	
<b>Paper Sizes</b>	8.5 x 11 8.5 x 14 11 x 17 12 x 18	
<b>Paper Weight at Full Speed</b>	20 lb. copy	
<b>Paper Weight at Full Speed</b>	Minimum 17 lb. Bond up to 300 gsm stock	
<b>Paper Features</b>	Linking Paper Drawers	
<b>Production Capacity</b>	Up to 1 million copies per month	
<b>Inserts</b>	Tabs Plain Paper Pre-Printed Tabs Pre-Printed Covers	
<b>Binding</b>	Ability to use cover stock. Machine must be able to fold, bind, Staple up to 50 pages	
<b>Stacker</b>	Copier must include 1 paper stacker	
<b>Prepress Applications Required from the RIP</b>	Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, And Scanning Capability	

(c) Printer # 3 - High Speed Commercial Digital Color Network Printer  
 Estimated usage will be approximately 75,000 impressions per month

<b>Feature</b>	<b>Minimum Requirement</b>	<b>Capability of Proposed</b>
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		Printer
<b>Copies per minute</b>	80 Full Color Impressions/Copies Per Minute	
<b>Paper Drawers</b>	3 Drawer	
<b>Main Tray Sheet Requirements</b>	3 Trays holding 5,000 sheets	
<b>Paper Sizes</b>	8.5 x 11 8.5 x 14 11 x 17 12 x 18 13 x 19	
<b>Paper Weight at Full Speed</b>	20 lb. copy	
<b>Paper Weight at Full Speed</b>	Minimum 17 lb. Bond up to 300 gsm Stock	
<b>Paper Features</b>	Linking Paper Drawers	
<b>Production Capacity</b>	Up to 700,000 - 750,000 impressions per month	
<b>Inserts</b>	Tabs Plain Paper Pre-Printed Tabs	
<b>Binding</b>	Ability to use cover stock. Machine must be able to fold, bind, Saddle Stitch 8.5 x 11, 8.5 x 14, and 11 x 17, 12 x 18, 13 x 19; Staple up to 50 pages	
<b>Stacker</b>	Copier must include 1 paper stacker	
<b>Prepress Applications Required from the RIP</b>	Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, And Scanning Capability	
<b>Processor</b>	Quad Processor	

4.2.1 All network devices proposed must be completely compatible with the City of San Antonio's Technical Standards.

4.2.2 Vendor shall provide integrated software that allows for a seamless environment between current data streams. Software shall include operating systems and printer management tools.

4.2.3 All costs associated with the purchase or lease of this equipment must be included in the prices quoted.

4.2.4 Equipment furnished under this agreement shall be new equipment.

4.2.5 Combined usage for the three printers will be approximately 1,075,000 click copies per month (1,000,000 for the black and white copiers, and 75,000 for the color copier). By submitting pricing, Vendor assures City that the Equipment offered is suitable for this level of operation.

4.2.6 Vendor shall provide Product Integration Services as part of the purchase or lease price, which shall include technical assistance, configuration, integration, and testing of products offered, especially the resource sharing,

terminal emulation, major applications, and associated software and hardware. Vendor shall document actions taken to solve problems or configure the system.

#### **4.3 DELIVERY, INSTALLATION & REMOVAL OF EXISTING PRINTERS:**

4.3.1 Vendor is responsible for delivery and installation of equipment, and removal of current equipment, within 30 days from receipt of purchase order. Vendor shall schedule delivery, installation and removal with City's Print Shop Manager, so that the City has an operational black and white printer at all times. Delivery, installation and removal of all printers must be coordinated with the Print Shop Manager. The City prefers delivery, installation and removal on a Saturday, at no additional charge, in order to provide continuity of services.

4.3.2 Equipment shall be made operational on the date of delivery.

4.3.3 All delivery, installation and removal charges shall be included in the contract price.

4.3.4 Vendor shall familiarize himself/herself with the site prior to submitting a response. Vendor shall set up a site in order to be able to provide required design services, such as space planning and installation services. Vendor is responsible for all labor required to assemble, deliver, set-up, and install the printers in accordance with the specifications listed herein at the prices stated herein. **The site location is 111 Soledad, Suite 150, San Antonio, Texas 78205.**

4.3.5 The existing and new equipment can be removed and delivered through the side doors located at the rear of 111 Soledad, Suite 150 (print shop) with the use of pallet jacks. The delivery and removal will require a truck with a Tommy Lift since there is no loading dock available at 111 Soledad.

#### **4.4 TRAINING FOR HIGH-SPEED NETWORK PRINTERS:**

4.4.1 Vendor shall provide 40 hours of training starting within 2 days after installation to City staff to ensure staff can fully operate equipment. Training shall be provided to an unlimited number of City staff between the hours of 7:45 a.m. and 4:30 p.m. CT. at City's Print Shop. Vendor is responsible for all costs associated with training, including materials.

4.4.2 Vendor shall provide refresher training courses to be conducted 12-months after delivery of high speed network printers. Refresher training shall be a minimum of 3 hours per machine, and shall be conducted at City's Print Shop. Vendor is responsible for all costs associated with refresher training, including materials. Refresher training shall be provided to an unlimited number of City staff between the hours of 7:45 a.m. and 4:30 p.m. CT.

4.4.3 Vendor shall provide refresher training courses to be conducted 24-months after delivery of high speed network printers. Refresher training shall be a minimum of 3 hours per machine and shall be conducted at City's Print Shop. Vendor is responsible for all costs associated with refresher training, including materials. Refresher training shall be provided to an unlimited number of City staff between the hours of 7:45 a.m. and 4:30 p.m. CT.

**4.5 MAINTENANCE, SERVICE AND SUPPORT:** Vendor shall provide maintenance and support of the equipment identified above in accordance with the scope of services indicated below and the manufacturer's recommended maintenance.

4.5.1 All maintenance and support service shall include on-site service at the City of San Antonio Print & Mail Operations location, or such other location within the city limits of the City of San Antonio, should the City move the equipment. The City will issue a Purchase Order to move equipment. Services shall be provided Monday through Friday from 7:45 a.m. to 4:30 p.m. Central Time. Vendor guarantees a quarterly average on-site response time of 3 hours (with no call to exceed 4 hours) for all service calls. Response time is measured in aggregate for all printers covered by the Purchase Order. This maintenance and support will cover all equipment provided by this purchase or lease. In addition, Vendor shall provide a 1-800 telephone number for technical support calls that is available 24 hours a day, Monday through Friday, excluding official City holidays, at no extra cost. During the life of the contract the City anticipates a move to a different location.

4.5.2 Any maintenance service or support service performed between 4:31 p.m. and 7:44 a.m. Central Time, Monday through Friday, or on weekends or City recognized holidays shall be paid at a set after hour service rate.

The City of San Antonio must approve any maintenance or support service performed at the after hour service rate in writing prior to performance of the service. Vendor must invoice after hour work separately. Notwithstanding the foregoing, City shall not pay the after hour rate for routine maintenance that could have been performed during normal working hours or for repair services necessitated by Vendor's failure to perform timely required maintenance.

4.5.3 Vendor shall provide preventive maintenance service and repairs to keep the equipment in good working order. This service covers all parts and labor and shall be included as part of the monthly maintenance service price.

4.5.4 Vendor shall provide all supplies except paper. The cost for supplies shall be included as part of the monthly click rate or maintenance service price. Vendor provided supplies include: toner, staples, drum units, developer units, fusing units, transfer roller units, filters, belts, any and all OEM replacement parts.

4.5.5 As part of its maintenance and support services, Vendor shall repair or replace any part of the equipment that becomes unserviceable due to normal usage or any other reason (including latent defect) other than as expressly set forth below. Replacement parts will be furnished on an exchange basis and shall be new, reconditioned or used. All parts removed due to replacement will become property of Vendor. Vendor shall ensure the products provided under the Purchase Order are operational with a quarterly uptime average of 95%, excluding preventative and interim maintenance time. Downtime will begin at the time the City places a service call to Vendor. The City agrees to make the products available to Vendor for scheduled preventative and interim maintenance. The City further agrees to give Vendor advance notice of any critical and specific uptime needs that the City may have so that Vendor can schedule with the City interim and preventative maintenance in advance of such needs. In the unlikely event that Vendor is not able to repair the City's Product, Vendor, at Vendor's election, will either provide a temporary loaner while the Products are being repaired at Vendor's service center, or Vendor will replace such Products with comparable Products of equal or greater capability at no additional charge. City shall have the sole right to determine what constitutes a product of equal or greater capability and may consider factors, such as the age of the replacement product.

4.5.6 The maintenance services provided by Vendor will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications, unless installed by Vendor); (ii) repairs made necessary by service performed by persons other than Vendor representatives; (iii) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (iv) repairs and or service calls resulting from attachments not purchased from Vendor; (v) parts no longer available from the applicable manufacturer, unless compatible parts are available elsewhere; (vi) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (vii) movement of the serviced equipment from one location to another. Damage to serviced equipment or parts arising from causes beyond the control of Vendor are not covered by this Agreement.

4.5.7 Charges set forth herein will not include any charges for repairs or service that are otherwise covered by the applicable manufacturer's warranty during the period covered by any such warranty.

4.5.8 Meter Readings. City agrees to provide Vendor true and accurate meter readings monthly. Vendor may place automatic meter reading units on imaging devices at City's location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Vendor agrees that such units will be used by Vendor solely for such limited purpose. All meter read data remains the property of the City and may be utilized by Vendor for billing purposes only. Vendor shall provide meter read data to City upon City's request.

4.5.9 Basic Connectivity Services. Vendor shall provide all software, system support and related printer configuration to the City network, as applicable, or on a remote basis. City shall provide Vendor with such physical access to its facilities as necessary for Vendor to perform maintenance services.

The Black and White Printers must be able to print from the City's Mainframe. To be able to print from Mainframe, the printers need the capability of LCDS/DJDE format metacode (Line Condition Data Streams and Dynamic Job Descriptor Entry) and PDL (Page Description Language) which uses referenced and data stream embedded commands to control processing of print jobs submitted from Mainframe computers. Data streams included from Mainframe are LCDS/DJDE/metacode, Vtam application data, Postscript, PCL, ASCII, PDF, TIFF, DOC, RTF and transforms those into an array of output formats (PCL, Postscript, TIFF, PDF, XML, HTML, EMF, SAP, or ASCII).



The Paris Spooler basically directs the flow of data through the system and ensures that the correct set of formatting rules are used for each job by passing instructions to the Paris formatting engines. The Paris engine accepts instructions from the Spooler as to where to find the input, what rules to use for processing, what printer to format for and send the output to that printer. The printer needs to be defined to the network.

The basic formats that are required to satisfy the print requests from Mainframe/Mainframe through Paris spooler and SAP through Paris Spooler are below:

- Portable Document Format (PDF)
- Printer Command Language (PCL)
- Microsoft Word Document (DOC)
- Post Script (PS)
- SAP Print – Able to print from SAP Applications
- Line Condition Data Streams (LCDS - Mainframe)
- Dynamic Job Descriptor Entry (DJDE – Mainframe)

All three printers must be able to create internal printer queues that can be used to control the flow or handling of documents in different ways by using a Queue Manager. For example, a print queue for Mainframe printing (LCDS), a queue to print jobs immediately, and/or a queue for jobs that need a large amount of special programming, including insertion of special pages, covers, stock paper, etc.

**4.6 TRADE-IN EQUIPMENT:**

4.6.1 City seeks offers for the purchase of its current high-speed network printers (the "Trade-in Equipment"). Interested buyers should inspect the Trade-in Equipment prior to making an offer for purchase. Inspections may be arranged by contacting Maria Castillo at (210) 207-2073.

4.6.2 The high-speed printers offered for trade-in or outright purchases are: currently fully functional, used on a daily basis to support the printing needs of various departments and offices of the City of San Antonio which included timely monthly preventative maintenance services.

**TRADE-IN EQUIPMENT/PRINTERS: Equipment Specifications:**

**(a) Trade-In Printer # 1 - High Speed Black and White Network Printer: Kodak Digimaster Ex150**

Estimated Clicks up through February 05, 2016: 25,302,260

<b>Feature</b>	<b>Capability of Proposed Printer</b>
<b>Copies per minute</b>	125 Impressions/Copies Per Minute
<b>Paper Drawers</b>	6 Drawer
<b>Main Tray Sheet Requirements</b>	3 Trays@ 4,000 sheets
<b>Paper Sizes</b>	8.5 x 11 8.5 x 14 11 x 17 14.33 x 18.5
<b>Paper Weight at Full Speed</b>	16 lb. Bond up to 150 lb. Index all cassettes
<b>Paper Features</b>	Linking Paper Drawers
<b>Production Capacity</b>	Up to 5 million copies per month
<b>Inserts</b>	Tabs Plain Paper Pre-Printed Tabs

<b>Binding</b>	Ability to use cover stock Machine must be able to bind, Saddle Stitch 8.5 x 11, 11 x 17 Staple up to 80 sheets
<b>Stacker</b>	1 - 5000 Sheet Paper Stacker

**(b ) Trade-In Printer # 2 - High Speed Black and White Network Printer - Kodak Digimaster Ex125**

Estimated Clicks up through February 05, 2016: 21,249,955

<b>Feature</b>	<b>Capability of Proposed Printer</b>
<b>Copies per minute</b>	125 Impressions/Copies Per Minute
<b>Paper Drawers</b>	3 Drawer
<b>Main Tray Sheet Requirements</b>	3 Trays@ 4,000 sheets
<b>Paper Sizes</b>	8.5 x 11 8.5 x 14 11 x 17 14.33 x 18.5
<b>Paper Weight at Full Speed</b>	16 lb. Bond up to 150 lb. Index all cassettes
<b>Paper Features</b>	Linking Paper Drawers
<b>Production Capacity</b>	Up to 4.25 million copies per month
<b>Inserts</b>	Tabs Plain Paper Pre-Printed Tabs
<b>Binding</b>	Ability to use cover stock Machine must be able to bind, Saddle Stitch 8.5 x 11, 11 x 17 Staple up to 80 sheets
<b>Stacker</b>	1 – 5000 Sheet Paper Stacker

**(c) Trade-In Printer # 3 - High Speed Commercial Digital Color Network Printer - Canon VP7000**

Estimated Clicks up through February 05, 2016: 5,943,220

<b>Feature</b>	<b>Capability of Proposed Printer</b>
<b>Copies per minute</b>	70 Full Color Copies per Minute –no speed reduction based on paper weight
<b>Paper Drawers</b>	5 Drawers
<b>Main Tray Sheet Requirements</b>	5 Trays @ 6000 sheets

<b>Paper Sizes</b>	8.5 x 11 8.5 x 14 11 x 17 13 x 19.2
<b>Paper Weight at Full Speed</b>	16 lb. Bond up to 100 lb. Cover, max up to 300gsm / 170 lb. Index
<b>Paper Features</b>	Linking Paper Drawers
<b>Production Capacity</b>	Up to 450,000 impressions per month
<b>Inserts</b>	Tab Plain Paper Pre-Printed Tabs
<b>Binding</b>	Ability to use cover stock Machine must be able to bind Staple up to 80 pages
<b>Stacker</b>	1 – 5000 Sheet Paper Stacker

**4.6.3 TRADE-IN EQUIPMENT IS BEING SOLD AS-IS WITHOUT WARRANTY OF ANY KIND AND CITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CITY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CITY'S OBLIGATIONS HEREUNDER, AND BIDDER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.**

4.6.4 City reserves the right to retain any trade-in unit and accept equipment offered by Vendor based on price quotations for the new equipment only, without consideration for trade-in values offered, or to use a combination of quoted new equipment price less trade-in offers, whichever is most advantageous to the City. Bids for outright purchase of trade-in equipment will also be considered.

4.6.5 Buyer of Trade-in Equipment shall be required to remove Trade-in Equipment at Buyer's own expense upon the complete and successful installation of the new Equipment being purchased hereunder, or prior thereto, if required by City. Buyer shall coordinate the removal with City. In no circumstances shall Trade-in Equipment be removed if to do so would leave City without fully operational replacement Equipment.

4.6.6 Buyer shall provide full payment for the outright purchase of Trade-in Equipment (as opposed to a credit toward an actual trade in on new equipment) in the form of a cashier's check or money order (instrument) in the amount of 100% of the total price offered by bidder, if awarded by City. Instrument shall be made payable to the City of San Antonio and delivered to: City Of San Antonio, Finance Department – Attention: Amy Cowley, Riverview Towers, 111 Soledad, 5th Floor, San Antonio, Texas 78205.

4.6.7 In no circumstances shall Trade-in Equipment be removed if to do so would leave City without fully operational replacement Equipment. Buyer of Trade-in Equipment shall be required to remove Trade-in Equipment at Buyer's own expense. City shall be permitted to continue use of Trade-in Equipment until new equipment is installed at no cost to City.

4.6.8 In the event a trade-in unit becomes damaged by accident or neglect, the City reserves the right to retain the trade in and cancel the sale or perform necessary repairs. Bidders will be required to pick up trade-in units within 7 days of notification of their availability. Buyer shall coordinate the removal with City.

**4.7 DEMONSTRATIONS:**

The City may request, from selected vendors, a demonstration of proposed equipment during the evaluation process prior to contract award. The City is under no obligation to demo all products proposed by vendors. If a demonstration is

required, the Procurement Specialist listed on the Cover Page will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed non-responsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of 5 working days to provide a location for the demonstration. The location must be within Bexar County, Texas. The vendor shall make the equipment available for City's inspection for a minimum of 5 working days. City will schedule the date(s) for the inspection with Vendor.

#### **4.9 Leased Printers:**

4.9.1 Vendor shall be responsible for all ad valorem property taxes on leased printers.

4.9.2 Removal of all leased printers at the conclusion of the term, or upon termination or cancellation of this contract pursuant to any provision herein, shall be provided by Vendor at no additional cost to City. It shall be Vendor's responsibility to properly prepare the printers for removal and return shipment to the determined destination of Vendor. Once City gives notice of early termination or cancellation with regard to a printer(s), all obligations to make monthly lease and maintenance payments shall cease as of the date of termination/cancellation with respect to that printer. The monthly lease and maintenance payments shall be prorated for the last monthly period if it is less than one full month. In no event shall City be obligated to make payments beyond the termination/cancellation date stated in the notice of termination, or beyond the contract term, even if Vendor delays in retrieving the printer. Vendor's failure to timely remove printers may cause the City to incur added costs if City cannot place new equipment at the desired location. Vendor shall be responsible for all such costs.

4.9.3 City does not desire and will not accept offers for a lease-purchase financing transaction (i.e. A Capital Lease). This RFCSP will become the contract; therefore, City will only enter into a contract with a party who submits a response to this proposal.

**005 - SUPPLEMENTAL TERMS & CONDITIONS**

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or **June 9, 2016**, whichever is later. A lease awarded through this contract will be in effect for a term of 60 months, beginning on the date of acceptance of the Equipment. A purchase of equipment awarded through this contract shall include monthly maintenance, and support for a term of 60 months, beginning on the date of acceptance of the Equipment. Acceptance will be provided in writing.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division which shall be clearly labeled "**RFCSP PRINTERS FOR THE PRINT SHOP**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: Finance Department, Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

F) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Incorporation of Attachments and Exhibits.

Each of the attachments and exhibits listed below are an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A – Part One – General Information
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Small Business Economic Development Advocacy (SBEDA) Language and Commitment Form
- Attachment F – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment G – Proposal Checklist
- Attachment H – Certificate of Interested Parties Form 1295
- Attachment I – Subcontractor/Supplier Utilization Plan
- Exhibit A – Power Plan Legend
- Exhibit B – Technical Standards
- Exhibit C – Invoicing Requirements

## 006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Vendor is submitting an electronic proposal, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFCSP or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

### Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items



on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

## **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

## Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise

lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Contractor or Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

**007 - SIGNATURE PAGE**

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

**Respondent Information**

Please Print or Type

Vendor ID No. \_\_\_\_\_

Signer's Name \_\_\_\_\_

Name of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

City's Solicitation No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

## 008 - STANDARD DEFINITION

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City’s Purchasing & General Services Department, or Director’s designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term “offer” is synonymous with the terms “bid” and “proposal”.

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term “proposal” is synonymous with the terms “offer” and “bid”.

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor's proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with City.

Supplier - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a proposal.

**009 - ATTACHMENTS**

**RFCSP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

1. **Respondent Information:** Provide the following information regarding the Respondent.  
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Respondent.

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_  
 Partnership  
 Corporation If checked, check one:  For-Profit  Nonprofit  
Also, check one:  Domestic  Foreign  
 Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_  
Job Title: \_\_\_\_\_

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

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

Provide address of office from which this project would be managed:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_



Annual Revenue: \$\_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

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

List Related Companies:

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

**2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

**4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

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

**5.** Where is the Respondent's corporate headquarters located? \_\_\_\_\_

**6. Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

**7. Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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**8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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**9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

### REFERENCES

Provide Three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

Value of Contract: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

Value of Contract: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

Value of Contract: \_\_\_\_\_

**RFCSP ATTACHMENT A, PART TWO**  
**EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items. If Contractor is bidding as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Length of time in business performing these types of services:
2. Length of time in business performing these types of services for major sports and/or entertainment facilities, if any:
3. Fully describe your company and experience as it relates to the following:
  - a. History of successful and stable company operation for a period of at least three (3) years.
  - b. History of past relations or agreements with the City.
  - c. History of past relations or agreements with other governmental entities.
4. Describe Contractor's experience relevant to the Scope of Services in this RFCSP, to include the following:
  - a. Indicate the number of years Contractor has provided similar services as defined in this RFCSP.
  - b. List and describe relevant contracts of similar size and scope performed over the past five (5) years. .
  - c. List any accounts in which Contractor is a majority provider, but does not have a contract
  - d. Indicate the number of labor disputes within the past five (5) years in which the Contractor's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
  - e. Indicate the type of services previously provided (i.e. custodial and/or supplemental conversion/labor)
5. Describe Contractor's affiliations with other convention and trade show industry service providers, such as decorator, audio/visual, or destination management companies. Include name of organization, extent of association as well as type of services provided by affiliate.
6. List other resources, including total number of staff, number and location of offices available to support this project.
7. If Contractor is bidding as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venture, and/or sub-contractors have worked together in the past.
  - a. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever been terminated from a contract prior to project completion within the past ten (10) years. If yes, provide the firm name and a brief explanation.

- b. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever failed to receive a contract extension or award for eligible phase work within the past ten (10) years. If yes, provide the firm name and a brief explanation.
8. Identify the number, type (i.e. professional, technician, para-professional, administrative), title, residency, professional qualifications (including education, experience, licenses, certifications, registrations, associations), duties/responsibilities, and amount of time of key staff to be devoted and/or assigned to this Agreement, and relevant experience on contracts of similar size and scope. Include the following:
  - a. Principal(s) in Charge
  - b. Team Supervisor(s)
  - c. Team Members
9. List other resources available including number and types of equipment available to support this project.
10. Include with bid a complete organizational chart for Services to be performed in association with this RFCSP. Contractor shall include all sub-contractors, unions, and staffing agencies as well.
11. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Contractor's qualifications.
12. Indicate Contractor's availability. Include any present commitments that may conflict with Contractor's ability to begin immediately.

## RF CSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Vendor shall provide at time of bid, a detailed, narrative response to each requirement outlined below. At minimum, the requirements shall include, but are not limited to the Operational, Management and Quality Assurance Plan detailing all operating, management and quality assurance procedures to successfully perform the Scope of Services.

Failure to provide a narrative response may result in vital information not being considered when reviewing the proposal.

1. **DAYS AND HOURS OF OPERATION:** Describe in detail the regular days and hours of operation using Central Time in which Vendor shall provide Services to high-speed network printers for the City of San Antonio. Also, indicate the plan to provide Services outside regular days and hours of operation.
2. **TRADE-IN REMOVAL PLAN:** Vendor shall provide a detailed and comprehensive replacement plan as requested in Section 004.
3. **MANAGEMENT PLAN:** Vendor shall provide a detailed plan for managing the issued print shop high-speed network printers, including:
  - a. Loaner program for devices out of commission for longer than five working days.
  - b. Plans for regular meetings between City and Contractor.
  - c. Assurances that Services will be provided consistently per Operating, Management and Quality Assurance Plan.
  - d. Provides for Vendor accountability and financial and contractual deductions for violations of Agreement or Operational, Management and Quality Assurance Plan.
4. **QUALITY ASSURANCE/QUALITY CONTROL PLAN:** Describe in detail plan for quality control, problem resolution, and self-assessment. Describe what type of equipment/reporting system will be utilized. Will a qualified technician reside in the local area? What is the anticipated response time for qualified and equipped service technicians to respond to routine and emergency service calls both during and after normal business hours?
5. **EQUIPMENT MONITORING PLAN –** Describe in detail how Vendor will monitor the safety, efficiency and effectiveness of the City's high-speed network printers.
6. **EMERGENCY PLAN –** In the event of unforeseen circumstances, describe in detail how the Vendor will assist the City in mitigating and recovering damages to the high-speed network printers.

RFCSP ATTACHMENT B

PRICE SCHEDULE PART I

FOR PURCHASE OF HIGH-SPEED NETWORK PRINTERS

**EQUIPMENT:**

**(A) Printer # 1- High-Speed Black and White Network Printer with Booklet Maker (Minimum 125 impressions/copies per minute)**

1. Manufacturer Make and Model: \_\_\_\_\_

2. Purchase Price of Equipment: \$ \_\_\_\_\_

(To include any promotional pricing and/or Commercial Print Package)

3. Maintenance Service Price Per Month : \$ \_\_\_\_\_ Per Month  
(To include all supplies except paper)

4. Cost Per Click Charge Up To 500,000 impressions per month:  
\$ \_\_\_\_\_ Per Click

5. Cost Per Click Charge Over 500,000 impressions per month:  
\$ \_\_\_\_\_ Per Click

6. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Printer #1)

**(B) Printer # 2- High-Speed Black and White Network Printer without Booklet Maker (Minimum 125 impressions/copies per minute)**

1. Manufacturer Make and Model: \_\_\_\_\_

2. Purchase Price of Equipment: \$ \_\_\_\_\_

(To include any promotional pricing and/or Commercial Print Package)

3. Maintenance Service Price Per Month: \$ \_\_\_\_\_ Per Month  
(To include all supplies except paper)

4. Cost Per Click Charge Up To 500,000 impressions per month:  
\$ \_\_\_\_\_ Per Click

5. Cost Per Click Charge Over 500,000 impressions per month:  
\$ \_\_\_\_\_ Per Click

6. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Printer #2)

**(C) Printer # 3- High Speed Commercial Digital Color Network Printer (Minimum 85 full color impressions/copies per minute)**

1. Manufacturer Make and Model: \_\_\_\_\_
  
2. Purchase Price of Equipment:  
\$ \_\_\_\_\_  
  
(To include any promotional pricing and/or Commercial Print Package)
  
3. Maintenance Service Price Per Month: \$ \_\_\_\_\_ Per Month  
(To include all supplies except paper)
  
4. Cost Per Click Charge Up To 75,000 impressions per month:  
\$ \_\_\_\_\_ Per Click
  
5. Cost Per Click Charge Over 75,000 impressions per month:  
\$ \_\_\_\_\_ Per Click
  
6. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Color Printer #3)

**Proposed Package Solution:**

Purchase Price of all 3 Printers: \$ \_\_\_\_\_ Total

**MAINTENANCE AFTER NORMAL BUSINESS HOURS:**

1. After-Hour Maintenance Service - 4:31p.m. – 7:44 a.m. Central Time, Monday through Friday  
  
\$ \_\_\_\_\_ First Hour  
  
\$ \_\_\_\_\_ Each Additional Hour
  
2. After-Hour Maintenance Service – Saturdays, Sundays and City Recognized Holidays  
  
\$ \_\_\_\_\_ First Hour  
  
\$ \_\_\_\_\_ Each Additional Hour



**PRICE SCHEDULE PART II**  
**FOR LEASE OF HIGH-SPEED NETWORK PRINTERS**

**EQUIPMENT:**

**(A) Printer # 1- High-Speed Black and White Network Printer with Booklet Maker (Minimum 125 impressions/copies per minute)**

1. Manufacturer Make and Model: \_\_\_\_\_

2. Monthly Lease Price of Equipment: \$ \_\_\_\_\_

(To include any promotional pricing and/or Commercial Print Package)

3. Cost Per Click Charge : \$ \_\_\_\_\_ Per Click

4. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Printer #1)

**(B) Printer # 2- High-Speed Black and White Network Printer without Booklet Maker (Minimum 125 impressions/copies per minute)**

1. Manufacturer Make and Model: \_\_\_\_\_

2. Monthly Lease Price of Equipment: \$ \_\_\_\_\_

(To include any promotional pricing and/or Commercial Print Package)

3. Cost Per Click Charge: \$ \_\_\_\_\_ Per Click

4. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Printer #2)

**(C) Printer # 3- High Speed Commercial Digital Color Network Printer (Minimum 85 full color impressions/copies per minute)**

1. Manufacturer Make and Model: \_\_\_\_\_

2. Monthly Lease Price of Equipment:  
\$ \_\_\_\_\_

(To include any promotional pricing and/or Commercial Print Package)

3. Cost Per Click Charge: \$ \_\_\_\_\_ Per Click

4. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Color Printer #3)

**Proposed Package Solution:**

Lease Price of all 3 Printers: \$ \_\_\_\_\_ Total

**MAINTENANCE AFTER NORMAL BUSINESS HOURS:**

1. After-Hour Maintenance Service - 4:31p.m. – 7:44 a.m. Central Time, Monday through Friday

\$ \_\_\_\_\_ First Hour

\$ \_\_\_\_\_ Each Additional Hour

2. After-Hour Maintenance Service – Saturdays, Sundays and City Recognized Holidays

\$ \_\_\_\_\_ First Hour

\$ \_\_\_\_\_ Each Additional Hour

**PRICE SCHEDULE PART III**

**TRADE-IN EQUIPMENT**

**Proposed Trade-In Value for Equipment:**

- (a) High Speed Black and White Network Printer:  
Kodak Digimaster Ex 125

\$ \_\_\_\_\_ Total

- (b) High Speed Black and White Network Printer:  
Kodak Digimaster Ex 150

\$ \_\_\_\_\_ Total

- (c) High Speed Commercial Digital Color Network Printer:  
Canon VP700

\$ \_\_\_\_\_ Total

Proposed Trade-In TOTAL Value of all three printers: \_\_\_\_\_ GRAND TOTAL

**Please complete the following:**

Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days

**RFCSP ATTACHMENT C**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**RFCSP ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_ No \_\_\_

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

## RFCSP ATTACHMENT E

### A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

**Certification or "Certified"** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function

if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

**Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories, that is no more than five years old at the time of its original certification as an ESBE or whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, that is actively enrolled in the Mentor-Protégé Program for its Industry (once established by the City), and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm that is no more than five years old at the time of its original certification as an Emerging M/WBE that is actively enrolled in the M/WBE or SBE Mentor-Protégé Program for its industry (once established by the City), whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

**Good Faith Efforts** – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary

of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services contracts.

**Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY’s MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**SBE Directory** - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.



**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Business Office Manager** – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

**Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Architecture and Engineering services, Construction, Goods & Supplies, Professional Services, and Other Services contracts, including change orders and amendments.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Utilization Documentation** – a binding part of the contract which includes the name of all Subcontractors to be utilized in the contract, specifying the S/M/WBE Certification category for each, as approved by the SBO Manager. Additions, deletions or modifications of the utilization amounts or substitutions or deletions of S/M/WBE Subcontractors requires an amendment to be approved by the IEDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

**SBE Mentor Protégé Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (c), this contract is being awarded pursuant to the SBE Mentor Protégé Program and, if included in the CONTRACTOR'S proposal, CONTRACTOR shall comply with all requirements of the Program in accordance with CONTRACTOR's signed Mentorship Commitment Form.,.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**RFCSP ATTACHMENT F**

**VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM**

**Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance**

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

(Posted as Separate Document)

**RFCSP ATTACHMENT G**

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A - Part One	
Experience, Background & Qualifications RFCSP Attachment A - Part Two	
Proposed Plan RFCSP Attachment A - Part Three	
Pricing Schedule(s) RFCSP Attachment B - PART I, PART II and PART III	
Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
* SBEDA Form RFCSP Attachment E; and Associated Certificates, if applicable	
*Veteran-Owned Small Business (VOSB) Preference Program Tracking Form RFCSP Attachment F	
Proof of Insurability (See RFCSP, Section 005, Supplemental Terms and Conditions) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information – RFCSP Section 003, Part B	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment G	
One (1) Original, Eight (8) copies and one (1) CD or (1) flashdrive of entire proposal in PDF format if submitting in hard copy.	
*Certificate of Interested Parties Form 1295 Attachment H	
*Subcontractor/Supplier Utilization Plan Attachment I	

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

## RFCSP Attachment H

### CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.



**RFCSP Attachment I**

**\*Subcontractor/Supplier Utilization Plan**

(Posted as Separate Document)

**RFCSP Exhibit A**

**POWER PLAN LEGEND**

(Posted as Separate Document)

**RFCSP Exhibit B**

**Technical Standards**

(Posted as Separate Document)

**RFCSP Exhibit C**

**Invoicing Requirements**

(Posted as Separate Document)

007 - SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

_____
_____
<u>Konica Minolta Business Solutions U.S.A., Inc.</u>
<u>45 N. E. Loop 410 Suite 300</u>
<u>San Antonio, TX 78216</u>
<u>strollem@kmbs.konicaminolta.us</u>
<u>210-483-1813</u>
_____
_____



Signature of Person Authorized to Sign Proposal

**MYRTHA EUGENE**  
**Assistant Secretary &**  
**Corporate Counsel**

**RFCSP ATTACHMENT B  
PRICE SCHEDULE PART I**

**FOR PURCHASE OF HIGH-SPEED NETWORK PRINTERS**

**EQUIPMENT:**

**(A) Printer # 1- High-Speed Black and White Network Printer with Booklet Maker (Minimum 125 impressions/copies per minute)**

1. Manufacturer Make and Model: Konica Minolta bizhub Press 1250

2. Purchase Price of Equipment: \$ 49,066.12

(To include any promotional pricing and/or Commercial Print Package)

3. Maintenance Service Price Per Month : \$ N/A Per Month  
(To include all supplies except paper)

4. Cost Per Click Charge Up To 500,000 impressions per month:  
\$ .0037 Per Click

5. Cost Per Click Charge Over 500,000 impressions per month:  
\$ .0037 Per Click

6. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Printer #1)

**(B) Printer # 2- High-Speed Black and White Network Printer without Booklet Maker (Minimum 125 impressions/copies per minute)**

1. Manufacturer Make and Model: Konica Minolta bizhub Press 1250

2. Purchase Price of Equipment: \$ 38,138.05

(To include any promotional pricing and/or Commercial Print Package)

3. Maintenance Service Price Per Month: \$ N/A Per Month  
(To include all supplies except paper)

4. Cost Per Click Charge Up To 500,000 impressions per month:  
\$ .0037 Per Click

5. Cost Per Click Charge Over 500,000 impressions per month:  
\$ .0037 Per Click

6. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Printer #2)

**(C) Printer # 3- High Speed Commercial Digital Color Network Printer (Minimum 85 full color impressions/copies per minute)**

1. Manufacturer Make and Model: Konica Minolta bizhub Press C1085

2. Purchase Price of Equipment:  
\$ 90,256.19

(To include any promotional pricing and/or Commercial Print Package)

3. Maintenance Service Price Per Month: \$ N/A Per Month  
(To include all supplies except paper)

4. Cost Per Click Charge Up To 75,000 impressions per month: Color  
\$ 0.040 Per Click

Cost Per Click Charge Up To 75,000 impressions per month: B & W  
\$ 0.090 Per Click

5. Cost Per Click Charge Over 75,000 impressions per month: Color  
\$ 0.040 Per Click

Cost Per Click Charge Over 75,000 impressions per month: B & W  
\$ 0.090 Per Click

1. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Color Printer #3)

**Proposed Package Solution:**

Purchase Price of all 3 Printers: \$ 177,460.36 Total

**MAINTENANCE AFTER NORMAL BUSINESS HOURS:**

1. After-Hour Maintenance Service - 4:31p.m. – 7:44 a.m. Central Time, Monday through Friday

\$ 250.00 First Hour

\$ \_\_\_\_\_ Each Additional Hour

2. After-Hour Maintenance Service – Saturdays, Sundays and City Recognized Holidays

\$ 350.00 First Hour

\$ \_\_\_\_\_ Each Additional Hour

Standby Rates for After-hours support per location is \$180.00 per shift. Otherwise, Ad-Hoc call out is based on manpower availability.

**PRICE SCHEDULE PART II**  
**FOR LEASE OF HIGH-SPEED NETWORK PRINTERS**

**EQUIPMENT:****(A) Printer # 1- High-Speed Black and White Network Printer with Booklet Maker (Minimum 125 impressions/copies per minute)**1. Manufacturer Make and Model: Konica Minolta bizhub Press 12502. Monthly Lease Price of Equipment: \$ 3,102.34

(To include any promotional pricing and/or Commercial Print Package)

3. Cost Per Click Charge : \$ .00565 Per Click4. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Printer #1)**(B) Printer # 2- High-Speed Black and White Network Printer without Booklet Maker (Minimum 125 impressions/copies per minute)**1. Manufacturer Make and Model: Konica Minolta bizhub Press 12502. Monthly Lease Price of Equipment: \$ 2839.32

(To include any promotional pricing and/or Commercial Print Package)

3. Cost Per Click Charge: \$ .00565 Per Click4. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Printer #2)**(C) Printer # 3- High Speed Commercial Digital Color Network Printer (Minimum 85 full color impressions/copies per minute)**1. Manufacturer Make and Model: bizhub Press C10852. Monthly Lease Price of Equipment:  
\$ 3121.70

(To include any promotional pricing and/or Commercial Print Package)

3. Cost Per Click Charge: \$ .06716 Per Click4. Provide Technician to Machine Ratio - Tech: \_\_\_\_\_ to Machine: \_\_\_\_\_  
(For Proposed Color Printer #3)**Proposed Package Solution:**Lease Price of all 3 Printers: \$ 9,063.36 Total

**MAINTENANCE AFTER NORMAL BUSINESS HOURS:**

1. After-Hour Maintenance Service - 4:31p.m. – 7:44 a.m. Central Time, Monday through Friday

\$250.00 \_\_\_\_\_ First Hour

\$ \_\_\_\_\_ Each Additional Hour

2. After-Hour Maintenance Service – Saturdays, Sundays and City Recognized Holidays

\$350.00 \_\_\_\_\_ First Hour

\$ \_\_\_\_\_ Each Additional Hour

Standby Rates for After-hours support per location is \$180.00 per shift. Otherwise, Ad-Hoc call out is based on manpower availability.

PRICE SCHEDULE PART III

TRADE-IN EQUIPMENT

**Proposed Trade-In Value for Equipment:**

- (a) High Speed Black and White Network Printer:  
Kodak Digimaster Ex 125

\$ N/A Total

- (b) High Speed Black and White Network Printer:  
Kodak Digimaster Ex 150

\$ N/A Total

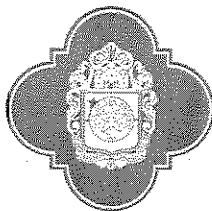
- (c) High Speed Commercial Digital Color Network Printer:  
Canon VP700

\$ N/A Total

Proposed Trade-In TOTAL Value of all three printers: \_\_\_\_\_ GRAND TOTAL

**Please complete the following:**

Prompt Payment Discount: 0 % 0 days



## City of San Antonio

### ADDENDUM I

**SUBJECT:** Annual Contract for - Request for Competitive Sealed Proposal, (RFCSP 6100007289, 16-019), Scheduled to Open: April 08, 2016; Date of Issue: March 08, 2016

**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** March 28, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL**

**A. THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS FOLLOWS**

1. The Proposal Submission Deadline is hereby extended to April 22, 2016 on or before 2:00p.m. Central Time (CT).
2. The deadline for written questions, or objections to specifications, concerning this RFCSP to the staff contact Person listed on the Cover Page is hereby extended to April 5, 2016 on or before 2:00p.m. CT.
3. **ADD: Redacted Sign-In Sheet for the Pre-Submittal Conference dated, Tuesday, March 15, 2016.**
4. **ADD: Small Business Economic-Development Advocacy (SBEDA) Program Presentation.**

**B. QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:**

**Question 1:** Reference: Price Schedule Part III Trade-In Equipment: (Page 42 of 56) "Could you tell me what type, age if available, and brand printers are in use now? This will greatly impact the trade in ability."

**Response:** The specifics on the Trade-In Equipment are stated on page 42 under the Price Schedule Part III of the RFCSP. The Trade-In Equipment was new when installed in January 2009.

**Question 2:** "Per ADVERTISEMENT INFORMATION for Solicitation Number: 6100007289, RFCSP-016-019...Is the Pre-Submittal Conference mandatory?"

**Response:** No, the Pre-Submittal is not mandatory. It is an opportunity for interested vendors to physically come in and ask questions if they choose or they can ask questions via e-mail. Answers to questions asked at the pre-submittal conference and via e-mail are posted in this addendum.



### **C. QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATIONS:**

On Tuesday, March 15, 2016, the City of San Antonio's Finance Department, Purchasing Division hosted a Pre-Submittal Conference to provide information and clarification for the Printers for the Print Shop Request for Competitive Sealed Proposals. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

**Question 3:** Was there a specific unit that the City used to build the specifications?

**Response:** The City used a model to depict the level of quality desired. Vendors should bid on machines that meet or exceed the requirements.

**Question 4:** Reference: Specifications/Scope Of Services (Page 12 of 56) (a) Printer # 1 – High Speed Black and White Network Printer with Booklet Maker: Please provide clarification on binding.

**Response:** The booklet maker we currently use can saddle-stitch 44 flat sheets.

**Question 5:** Reference: Specifications/Scope Of Services (Page 13 of 56) (c) Printer # 3 – High Speed Commercial Digital Color Network Printer: How widely do those impressions fluctuate?

**Response:** The estimated print volume is 50 to 75 thousand images per month.

**Question 6:** Will the City accept alternate bid?

**Response:** Yes.

**Question 7:** Is the 750,000 impressions per month based on a single or dual impression engine?

**Response:** It is based on single engine technology.

**Question 8:** Is an electronic submission required if we are submitting a hard copy?

**Response:** No.

**Question 9:** Will the City consider a split award?

**Response:** Yes.

**Question 10:** Will the Trade-In Equipment be one for one?

**Response:** Please refer to Section 004-Specifications / Scope of Services under Background Section (Page 12 of 56).

**Question 11:** Please elaborate on the time frame expected for completed delivery after receipt of order?

**Response:** Please see section 4.3 on page 14 of 56.

**Question 12:** Will the city accept bids on this opportunity using the DIR contract?

**Response:** No. The City requires a response to the RFCSP.

**Question 13:** Will we be able to ask additional questions once the amendment is released?

**Response:** Please refer to Section A of the Addendum I.

**Question 14:** The Bid requires a leasing alternative, but does not provide leasing terms.

**Response:** All of the contract terms are stated in the RFCSP.

**Question 15:** Would the City allow a response pursuant to the Statewide, TX Department of Information Resources ("TXDIR") negotiated contract for Print, Scan, Facsimile, Copier, Multifunction Devices and Managed Print Services for purchase, rent or lease? If the contract and operating lease is based on the TXDIR contract, the parties could mutually negotiate specific service requirements, as permitted.

**Response:** No. The City requires a response to the RFCSP.

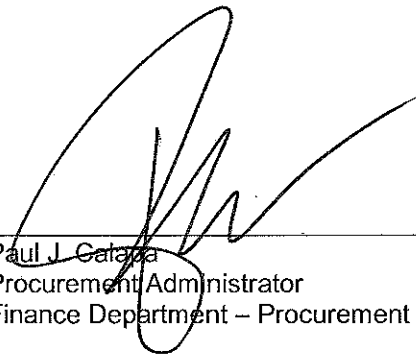
**Question 16:** Concerning Variances and Exceptions to Proposal Terms on page 7, given the City's stated obligation to comply with State law, would the proposed variance or exception be material only if it conflicts with State law? Otherwise, please advise what the City considers a material variance or exception.

**Response:** A variance is material if it allows a bidder to avoid the binding nature of his/her bid, or if it gives a substantial advantage or benefit not enjoyed by other bidders. The essence of competitive bidding is said to be placing all bidders on the same place of equality, so that they are essentially bidding on the same terms.

**Question 17:** Given the significant investment in equipment, would the City consider removing termination without cause set forth on page 25?

**Response:** No. This clause is standard for all similar City contracts.

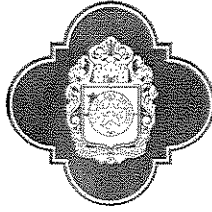
**Question 18:** Reference: Section 4.5 MAINTENANCE, SERVICE AND SUPPORT (Page 15 of 56)  
Paragraph 4.5.9 Basic Connectivity Services”: What are those configurations specifically?  
**Response:** A concise response is forthcoming and will be provided as Addendum II.



---

Paul J. Catala  
Procurement Administrator  
Finance Department – Procurement Division

PC/mc



## City of San Antonio

### ADDENDUM II

**SUBJECT:** Annual Contract for - Request for Competitive Sealed Proposal, (RFCSP 6100007289, 16-019), Scheduled to Open: April 22, 2016; Date of Issue: March 08, 2016

**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** March 30, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL**

**A. THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS FOLLOWS:**

The Proposal Submission Deadline is hereby extended to MONDAY, April 25, 2016 2:00p.m. Central Time (CT).

**B. QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATIONS:**

**Question 1:** Reference: Section 4.5 MAINTENANCE, SERVICE AND SUPPORT (Page 15 of 56) Paragraph 4.5.9 Basic Connectivity Services: "What are those configurations specifically?"

**Response:** To be able to print from Mainframe, the printer needs the capability of LCDS/DJDE format metacode(Line Condition Data Streams and Dynamic Job Descriptor Entry) and PDL (Page Description Language) which uses referenced and datastream-embedded commands to control processing of print jobs submitted from Mainframe computers. Data streams included from Mainframe are LCDS/DJDE/metacode, Vtam application data, Postscript, PCL, ASCII, PDF, TIFF, DOC, RTF and transforms those into an array of output formats (PCL, Postscript, TIFF, PDF, XML, HTML, EMF, SAP, or ASCII). Also, the printer would need to be able to create internal printer queues that can be used to control the flow or handling of documents in different ways by using a Queue Manager. For example, a print queue for Mainframe printing (LCDS), a queue to print jobs immediately, and/or a queue for jobs that need a large amount of special programming, including insertion of special pages, covers, stock paper, etc.

The Paris Spooler basically directs the flow of data through the system and ensures that the correct set of formatting rules are used for each job by passing instructions to the Paris formatting engines. The Paris engine accepts instructions from the Spooler as to where to find the input, what rules to use for

processing, what printer to format for and send the output to that printer. The printer needs to be defined to the network.

**The basic formats that are required to satisfy the print requests from Mainframe/Mainframe through Paris spooler and SAP through Paris Spooler are below:**

Magnetic Ink Character Recognition (MICR)

Portable Document Format (PDF)

Printer Command Language (PCL)

Microsoft Word Document (DOC)

Post Script (PS)

SAP Print – Able to print from SAP Applications

Line Condition Data Streams (LCDS - Mainframe)

Dynamic Job Descriptor Entry (DJDE – Mainframe)

**The City's current print requests are specified below:**

SAPD – Alarm Permits

Dev Svcs – TSPW Letters (Public Works Tracking System for Work requests)

311 – Survey Letters

MS (Crossing Guard) Payroll

BT (Temps) Payroll

BC (Civilians) Payroll

BU (Uniform) Payroll

Finance - (Alcohol License, W2's, Annual 1099's, Billing Invoices and other special spool jobs request)

Human Resources – Retire Billing

SAPD - Hazmat Permits

**These are follow up letters coming from the Hansen application to a customer requesting a permit with information on the service available:**

Electrical Limited Service & Repair (ELECLSR) Success Notification letters

Mechanical Limited Service & Repair (MECHLSR) Success Notification letters

Plumbing Limited Service & Repair (PLUMLSR) Success Notification letters

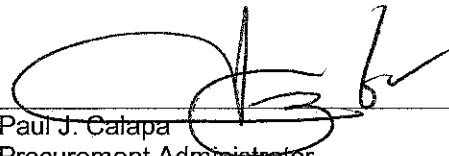
At this time, the only print requests sent over to the Print Shop are Payroll and Alarm notices sent over from SAPD. Those requests are sent over in PCL and PDF formats. The printer printing payroll needs to be able to print MICR processing.

**Question 2:** "Would it be possible to obtain a list of the interested bidders from the March 15, pre-bid conference?"

**Response:** Yes, please refer to the portal, SAEPS under Attachments. Refer to attachment titled: Pre-Submittal Redacted Sign-In Sheet; this document is posted as a separate document.

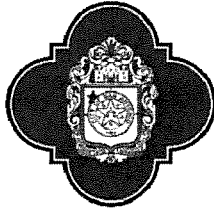
**Question 3:** "Will the City consider a partial response to the RFP, i.e. bidding only for the black & white production, or does the vendor need to respond to the entire RFP?"

**Response:** Please refer to page 7 of 56, paragraph titled: Evaluation and Award of Contract.

A handwritten signature in black ink, appearing to read 'Paul J. Galapa', is written over a horizontal line. The signature is stylized and includes a checkmark at the end.

Paul J. Galapa  
Procurement Administrator  
Finance Department – Procurement Division

PC/mc



City of San Antonio

**ADDENDUM III**

**SUBJECT:** Annual Contract for - Request for Competitive Sealed Proposal, (RFCSP 6100007289, 16-019), Scheduled to Open: April 25, 2016; Date of Issue: March 08, 2016

**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** April 15, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL**

**A. THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS FOLLOWS:**

**The Proposal Submission Deadline is hereby extended to FRIDAY, April 29, 2016 2:00p.m. Central Time (CT).**

1. Section 0004 – Specifications / Scope of Services 4.2:

**Printer #1:**

Paper Weight at Full Speed has been changed to 20 lb. copy.

Minimum Paper Weight Requirements are clarified to be 17 lb. bond up to 300 gsm stock.

Binding has been updated within RFCSP –from: “Staple up to 50 sheets or 200” to “Staple up to 40 sheets or 160 page booklet”.

Added: Prepress Applications Required from RIP - Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, And Scanning Capability.

**Printer #2:**

Paper Weight at Full Speed has been changed to 20 lb. copy.

Minimum Paper Weight Requirements are clarified to be 17 lb. bond up to 300 gsm stock.

Added: Prepress Applications Required from RIP - Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, And Scanning Capability.

**Printer #3:**

Paper Weight at Full Speed has been changed to 20 lb. copy.

Minimum Paper Weight Requirements are clarified to be 17 lb. bond up to 300 gsm stock.

Production Capacity has been changed to 700,000 – 750,000 impressions per month.

Added: Prepress Applications Required from RIP - Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, And Scanning Capability.

Added: Quad Processor

2. Section 004 – Specifications / Scope of Services, Add the following to Section 4.5.9

The Black and White Printers must be able to print from the City's Mainframe. To be able to print from Mainframe, the printers need the capability of LCDS/DJDE format metacode (Line Condition Data Streams and Dynamic Job Descriptor Entry) and PDL (Page Description Language) which uses referenced and data stream embedded commands to control processing of print jobs submitted from Mainframe computers. Data streams included from Mainframe are LCDS/DJDE/metacode, Vtam application data, Postscript, PCL, ASCII, PDF, TIFF, DOC, RTF and transforms those into an array of output formats (PCL, Postscript, TIFF, PDF, XML, HTML, EMF, SAP, or ASCII).

The Paris Spooler basically directs the flow of data through the system and ensures that the correct set of formatting rules are used for each job by passing instructions to the Paris formatting engines. The Paris engine accepts instructions from the Spooler as to where to find the input, what rules to use for processing, what printer to format for and send the output to that printer. The printer needs to be defined to the network.

The basic formats that are required to satisfy the print requests from Mainframe/Mainframe through Paris spooler and SAP through Paris Spooler are below:

- Portable Document Format (PDF)
- Printer Command Language (PCL)
- Microsoft Word Document (DOC)
- Post Script (PS)
- SAP Print – Able to print from SAP Applications
- Line Condition Data Streams (LCDS - Mainframe)
- Dynamic Job Descriptor Entry (DJDE – Mainframe)

All three printers must be able to create internal printer queues that can be used to control the flow or handling of documents in different ways by using a Queue Manager. For example, a print queue for Mainframe printing (LCDS), a queue to print jobs immediately, and/or a queue for jobs that need a large amount of special programming, including insertion of special pages, covers, stock paper, etc.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATIONS:**

**Question 1:** “Please confirm that COSA would like (1) Original, (8) copies, CD/Flash drive PLUS an electronic submission, or per Page 5, Proposal Format/Page 9, Part B, can bidders choose one or the other (hard copy OR electronic) format for submission?”

**Response:** Refer to section 0003-Instructions For Respondents, Part A, paragraphs Submission of Proposals, Submission of Hard Copy Proposals and Submission of Electronic Proposals. Bidders have the option to submit proposals via hard copy OR electronically.

**Question 2:** "Is this an All-or-None bid?"

**Response:** No.

**Question 3:** "Please provide the bid tab for the incumbent vendor from the last contract."

**Response:** Attached Bid Tab 09-036 as a separate document.

**Question 4:** "Did the incumbent vendor qualify for the SBEDA program during the last contract?"

**Response:** The new Small Business Economic Development Advocacy (SBEDA) Ordinance became effective on January 1, 2011 after the award of previous contract. There are substantial differences between the former SBEDA program and the current program.

**Question 5:** "Page 12/13, Paper Weight at a Full Speed: Can you confirm that the printer must print at full-rated speed (125+ ppm) at 300 gsm paper weight?"

**Response:** No – See revised specifications above.

**Question 6:** "If bidder's capacity is slightly less, should we indicate the weight that the unit can support at full-speed, as a deviation?"

**Response:** Yes

**Question 7:** "Can you indicate what job requires 300 gsm?"

**Response:** Postcards – Flyers are printed on 110# Cover Stock which equals 297.88 gsm

**Question 8:** "Could the job be run on 100 lb. cover stock?"

**Response:** The printers must be capable of printing on 110# Cover Stock.

**Question 9:** "Page 12, Binding: Can you confirm that 200-page booklet making is "in-line", or "off-line"?"

**Response:** The on-line saddle stitch requirement has been changed as follows: to up to 40 pages or 160 page booklet. See the revised specifications above.

**Question 10:** "Can you elaborate as to specific job (what do you do that's 200-page book)?"

**Response:** No specific jobs – this is a capacity request.

**Question 11:** "Page 13, Production Capacity: if COSA is requesting a printer with an estimated usage of 75k, then 750k maximum monthly duty cycle does not match. Can you please double-check this number (should be around 300-450k/m)?"

**Response:** Regardless of the estimated usage, the City is requesting a color production press with a duty cycle rating of 700K/M-750K/M. See revised specifications above.

**Question 12:** "What prepress application does COSA require from the RIP (business cards, impositioning, job assembly, variable data merge, tab design, numbering, editing etc)?"

**Response:** All of the above mentioned plus scanning capability. See revised specifications above.



**Question 13:** "Which unit(s) will require prepress applications?"

**Response:** All units will require prepress application capabilities. See revised specifications above.

**Question 14:** "Page 14, 4.3.3: Can you please confirm that awarded vendor will not be responsible for any remaining lease or payment obligations for the current equipment, and that COSA will have title of said equipment?"

**Response:** Current equipment has no remaining lease or payment obligation. COSA owns the equipment outright.

**Question 15:** "Page 14, 4.3.4: Will COSA be issuing site inspection timelines for visitation, or would you like bidders to contact Maria Castillo via email/phone to set up individual visits?"

**Response:** Please contact Guillermo Castoreno, Print Shop Manager, directly at (210) 207-8441 to coordinate a site visit.

**Question 16:** "Page 15, 4.4.1: Approximately how many staff will be directly using the equipment?"

**Response:** Two-three staff will be directly tasked with using new printer fleet.

**Question:** "Is there a full-time operator in the print-shop?"

**Response:** There are two full time print operators working in CoSA print shop.

**Question 17:** "Page 15, 4.5.2: what are the hours of operation of the print shop?"

**Response:** 7:45a.m. – 4:30p.m. CT

**Question 18:** "How often does COSA request after hours work to be performed per month?"

**Response:** In the last five years, COSA has not required any after hours work from the vendor.

**Question 19:** "Can you please describe the current plan to provide services outside regular days and hours of operation?"

**Response:** Refer to page 15 of 56, 4.5 Maintenance, Service and Support, paragraph 4.5.2.

**Question 20:** "Page 19, 4.9.3: Can you please confirm that COSA will not sign a lease document in lieu of the RFP and the vendor response?"

**Response:** COSA requires a response to this RFCSP.

**Question 21:** "Will COSA issue an annual Purchase Order(s) for this contract?"

**Response:** The City will issue a purchase order as needed.

**Question 22:** "Page 25, Termination-Notice: Under what circumstances would COSA terminate this contract in whole without cause?"

**Response:** There are no specific circumstances contemplated at this time.

**Question 23:** Will COSA provide vendor the opportunity to rectify situations of non-compliance to RFP parameters?"

**Response:** Refer to page 24 of 56, paragraph regarding Termination, Termination-Breach. The City may, but is not required to provide an opportunity to cure a material breach.

**Question 24:** "Has COSA ever terminated a contract of this type early for convenience or cause?"

**Response:** By checking files for the last 9 years, COSA has determined that there have been no terminations of a contract of this type. We have not checked files beyond that period, but do not believe there have been any such terminations.

**Question 25:** "Addendum II: Which of the 3 printers will be printing from the mainframe as described?"

**Response:** Both black and white units.

**Question 26:** "Addendum II: which of the 3 printers will be printing payroll with MCR toner?"

**Response:** None – Please see the revised specifications above.

**Question 27:** "Does COSA currently change the regular toner for MCR toner to do the payroll jobs, or is 1 printer dedicated to print MCR? If so, which one?"

**Response:** There are no MICR requirements for these printers. Please see the revised specifications above.

**Question 28:** "Do each of the 3 units have a main job workflow?"

**Response:** Currently all 3 units have a main job workflow.

**Question 29:** "If submitting online through portal, does submission require vendor to fill out pricing on line, or simply upload the completed and signed copy?"

**Response:** Respondent should upload the completed proposal, with the Price Schedule and all required forms.

**Question 30:** "Monthly Volume – What volume would the City of San Antonio be willing to commit to on a monthly basis to be included in the monthly base payment?"

**Response:** There is no commitment to a monthly volume. Please respond using the Price Schedule without modification.

**Question 31:** "Is LCDS capability required on all printers?"

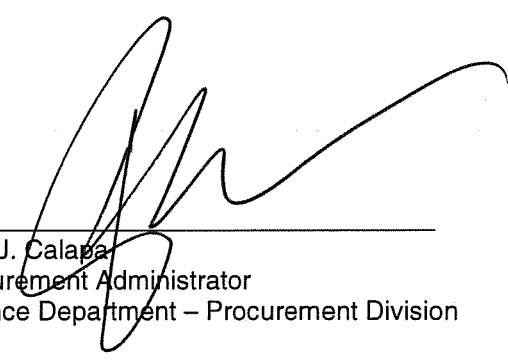
**Response:** No, only on the black and white printers.

**Question 32:** "Is LCDS capability an immediate requirement?"

**Response:** Yes.

**Question 33:** "Can you provide a list of interested parties that are responding to the RFP. The sign-up sheet was posted consisted of only CoSA members."

**Response:** The sign-up sheet is the only document we can provide at this time. The sheet does identify an interested party. There may be others whose names do not appear on the sheet.



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Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

PC/mc



City of San Antonio

**ADDENDUM IV**

**SUBJECT:** Annual Contract for - Request for Competitive Sealed Proposal, (RFCSP 6100007289, 16-019), Scheduled to Open: April 29, 2016; Date of Issue: March 08, 2016

**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** April 18, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL**

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATIONS:**

**Question 1:** "Will COSA allow exceptions on the Termination Notice clause?"

**Response:** If a bidder submits an exception to the RFCSP, the City, in its sole discretion, will determine whether the exception warrants a determination that the respondent is responsive or non-responsive based on the exception noted.

**Question 2:** "Did the impressions for the color printer change from 75k to 750k per month?"

**Response:** No, there was no change in impressions per month for color printer # 3. Refer to page 13 of 57 in the RFCSP. Estimated usage will be approximately 75,000 impressions per month. However, the City is requesting a printer with the capacity stated for those occasions, though not common, when usage may be substantially greater.

**Question 3:** "Please clarify the duty cycle required for the color printer."

**Response:** Please refer to page 14 of 57 in the RFCSP: Production Capacity should be between 700,000 – 750,000 impressions per month.

**Addendum III Question 24:** "Has COSA ever terminated a contract of this type early for convenience or cause?"

**Addendum III Response:** By checking files for the last 9 years, COSA has determined that there have been no terminations of a contract of this type. We have not checked files beyond that period, but do not believe there have been any such terminations.

**Changed Response to:** No, COSA has never terminated a contract of this type for convenience or cause.

**Note:** The deadline to submit questions regarding this RFCSP has passed.



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Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

PC/mc



City of San Antonio

**ADDENDUM V**

**SUBJECT:** Annual Contract for - Request for Competitive Sealed Proposal, Printers for the Print Shop (RFCSP 6100007289, 16-019), Scheduled to Open: April 29, 2016; Date of Issue: March 08, 2016

**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** April 28, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. V - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL**

**A. THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS FOLLOWS:**

The Proposal Submission Deadline is hereby extended to FRIDAY, May 13, 2016 2:00p.m. Central Time (CT).

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Paul J. Calapa  
Procurement Administrator  
Finance Department – Procurement Division

PC/mc