



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100005352
RFCSP 015-028

ANNUAL CONTRACT FOR LEASE OF MULTI FUNCTION DEVICES

Date Issued: JANUARY 9, 2014

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM C.T. FEBRUARY 27, 2015

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
2nd 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 LEASE OF MULTI FUNCTION DEVICES"

Proposal Due Date: 2:00 p.m. C.T., FEBRUARY 27, 2015

RFCSP No.: 6100005352

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 JANUARY 20, 2015 at 10:00 a.m. C.T. at RIVERVIEW TOWERS, 111 SOLEDAD, MEETING ROOM M, SAN ANTONIO, TEXAS 78205.

Staff Contact Person: TONY AGUILAR, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: TONY.AGUILAR@SANANTONIO.GOV

SBEDA Contact Information: Lucy Barbosa, (210) 207-3910, lucy.barbosa@sanantonio.gov

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded (“black out” period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the “black out” period.

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS..... 3
003 - INSTRUCTIONS FOR RESPONDENTS..... 4
004 - SPECIFICATIONS / SCOPE OF SERVICES 12
005 - SUPPLEMENTAL TERMS & CONDITIONS 19
006 - GENERAL TERMS & CONDITIONS 23
007 - SIGNATURE PAGE 28
008 - STANDARD DEFINITION..... 29
009 - ATTACHMENTS 31

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) 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, January 30, 2015. 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 contact is Lucy Barbosa. Mrs. Barbosa may be reached by telephone at (210) 207-3910 or by e-mail at Lucy.Barbosa@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. 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. Site Tours, if any, will begin at the conclusion of the conference.

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)207-8000, TOLL FREE (855)850-2672 and MEETING ID 8906.

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 wordings 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's specifications 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, 11th 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.

Conflict of Interest.

Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the City Clerk for you. Supplemental information related to the State of Texas Conflict of Interest requirement are included in Attachment G.

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/atty/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 RFP 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 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 (35 points)

Proposed Plan (40 points)

Price (20 points) Pricing will be evaluated in groupings A & B independently

Small Business Economic Development Advocacy (SBEDA) Program –

Mentorship Incentive – 5 Points

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five (5) evaluation criteria percentage points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For qualified joint venture respondents, **each joint venture partner must initial, sign and submit** a "Mentor Commitment Form" for the joint venture respondent to receive the five (5) evaluation preference points.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND:

The City of San Antonio currently performs a majority of print services using a fleet of multi-function devices that have been in service for a period of up to five years. The City is seeking proposals from qualified firms to provide, maintain and service replacement devices throughout City facilities. The selected firm shall provide the City with industry recognized multi-function devices capable of reliably performing all common document handling functions.

The City has developed an internal “think before you print” campaign to reduce print consumption and desires to right size these devices by location based upon usage history. The inventory of devices to be replaced has the following print speeds:

<u>Pages Per Minute</u>	<u>Device Count</u>
20-29	16
30-39	148
40-49	155
50-59	48
90-99	2
Total Devices:	369

SCOPE OF SERVICES

The City of San Antonio requests proposals for the lease of multi-function devices to replace the current fleet. The proposed devices shall meet detailed requirements included in this document for the following functional categories:

1. Multi-Function Device Hardware capable of handling common paper sizes while performing network print, copy, scan and fax functions.
2. Multi-Function Device Software configured to meet City needs and standards.
3. Multi-Function Device Security requiring data encryption and user authentication.
4. Performance and Billing Data of who produced what by device included in a monthly summary.
5. Service and Support including automated consumable reorders and diagnostics monitoring to identify service needs and dispatch technicians.
6. Sustainability and Environmental Impact that improves recyclability and tracks employee print usage across all print devices.

The selected firm will be responsible for the day to day operations of the fleet and will supply all non paper components necessary to support City print, copy, scan and fax functions from each device.

4.2 SCOPE OF SERVICES

Respondent is required to provide a narrative response to the information presented in the Requirements Traceability Matrix as part of their Proposed Plan.

1.0	Multi-Function Device Hardware		
	01.01	Control Panel	
		01.01.01	The control panel shall operate through the use of a graphical user interface
		01.01.02	The control panel shall provide intuitive menu driven navigation
		01.01.03	The control panel shall provide touch functionality

	01.01.04	The control panel shall provide menu selections for all options
	01.01.05	The control panel shall provide the ability to customize a menu
	01.01.06	The control panel shall provide the ability to add functionality to a menu option
	01.01.07	The control panel shall provide the ability to change functionality of a menu option
	01.01.08	The control panel shall provide the ability to select character codes 32 through 127 in the ASCII table for data entry
01.02	Connectivity	
	01.02.01	The multi-function device shall provide a TCP/IP RJ-45 connection
	01.02.02	The multi-function device shall provide a public switched telephone network RJ-11 connection
	01.02.03	The multi-function device shall provide a wireless 802.11b/g/n connection
01.03	Document Storage	
	01.03.01	The multi-function device shall provide 512 MB of main memory at a minimum
	01.03.02	The multi-function device shall provide 160 GB of hard disk storage
01.04	Paper Capabilities	
	01.04.01	The multi-function device shall provide the ability to consume 16LB paper at a minimum
	01.04.02	The multi-function device shall provide the ability to consume 90LB paper at a maximum
	01.04.03	The multi-function device shall provide the ability to consume a 3 inch by 5 inch index card size
	01.04.04	The multi-function device shall provide the ability to consume a 4 inch by 6 inch index card size
	01.04.05	The multi-function device shall provide the ability to consume a 5 inch by 8 inch index card size
	01.04.06	The multi-function device shall provide the ability to consume a 3.875 inch by 7.5 inch envelope size
	01.04.07	The multi-function device shall provide the ability to consume a 3.875 inch by 8.875 inch envelope size
	01.04.08	The multi-function device shall provide the ability to consume a 4.125 inch by 9.5 inch envelope size
	01.04.09	The multi-function device shall provide the ability to consume a 4.5 inch by 10.375 inch envelope size
	01.04.10	The multi-function device shall provide the ability to consume a 4.75 inch by 11 envelope size
	01.04.11	The multi-function device shall provide the ability to consume a 5.5 inch by 8.5 inch half letter paper size
	01.04.12	The multi-function device shall provide the ability to consume a 7.25 inch by 10.5 inch executive paper size
	01.04.13	The multi-function device shall provide the ability to consume a 8.5 inch by 11 inch letter paper size
	01.04.14	The multi-function device shall provide the ability to consume a 8.5 inch by 14 inch legal paper size
	01.04.15	The multi-function device shall provide the ability to consume a 11 inch by 17 inch tabloid/ledger paper size
	01.04.16	The multi-function device shall provide a minimum of two paper trays/cassettes
	01.04.17	The multi-function device shall provide paper trays/cassettes with a 500 sheet minimum capacity
	01.04.18	The multi-function device shall provide paper trays/cassettes adjustable to size requirements herein
	01.04.19	The multi-function device shall provide a paper tray/cassette with a 2000 sheet minimum capacity
	01.04.20	The multi-function device shall provide a bypass paper tray with a 100 sheet minimum capacity
01.05	Print Services	
	01.05.01	The multi-function device shall provide a letter size color print speed option of 20-29 pages per minute
	01.05.02	The multi-function device shall provide a letter size color print speed option of 30-39 pages per minute
	01.05.03	The multi-function device shall provide a letter size color print speed option of 40-49 pages per minute
	01.05.04	The multi-function device shall provide a letter size color print speed option of 50-59 pages per minute
	01.05.05	The multi-function device shall provide a letter size color print speed option of 60-69 pages per minute
	01.05.06	The multi-function device shall provide a letter size color print speed option of 70-79 pages per minute
	01.05.07	The multi-function device shall provide a letter size color print speed option of 80-89 pages per minute
	01.05.08	The multi-function device shall provide a letter size color print speed option of 90-99 pages per minute
	01.05.09	The multi-function device shall provide an option for color print capabilities
	01.05.10	The multi-function device shall provide an option for duplex print capabilities
	01.05.11	The multi-function device shall provide an option for 2 in 1 print capabilities
	01.05.12	The multi-function device shall provide an option for 4 in 1 print capabilities
	01.05.13	The multi-function device shall provide an option for collation capabilities
	01.05.14	The multi-function device shall provide a print resolution up to 1200 by 1200 dots per inch

01.06	Copy Services	
	01.06.01	The multi-function device shall provide automatic paper selection for copy services
	01.06.02	The multi-function device shall provide a manual paper selection override for copy services
	01.06.03	The multi-function device shall provide the capability to copy paper sizes up to 11 inch by 17 inch
	01.06.04	The multi-function device shall provide a single sided to single sided image paper selection
	01.06.05	The multi-function device shall provide a single sided to double sided image paper selection
	01.06.06	The multi-function device shall provide a double sided to single sided image paper selection
	01.06.07	The multi-function device shall provide a double sided to double sided image paper selection
	01.06.08	The multi-function device shall provide a letter size to legal size preset scaling function
	01.06.09	The multi-function device shall provide a letter size to ledger size preset scaling function
	01.06.10	The multi-function device shall provide a legal size to letter size preset scaling function
	01.06.11	The multi-function device shall provide a legal size to ledger size preset scaling function
	01.06.12	The multi-function device shall provide a ledger size to letter size preset scaling function
	01.06.13	The multi-function device shall provide a ledger size to legal size preset scaling function
	01.06.14	The multi-function device shall provide a scan once and print many capability
	01.06.15	The multi-function device shall provide a scan once and print many with collation capability
	01.06.16	The multi-function device shall provide a variable reduction capability up to 400 percent
	01.06.17	The multi-function device shall provide a variable enlargement capability up to 400 percent
01.07	Finisher	
	01.07.01	The multi-function device shall provide a finisher with a stapling capacity of 50 sheets
	01.07.02	The multi-function device shall provide a finisher with multiple position stapling capabilities
	01.07.03	The multi-function device shall provide an optional finisher attachment with stapling capabilities of 50
	01.07.04	The multi-function device shall provide an optional finisher attachment with multiple position stapling capabilities
	01.07.05	The multi-function device shall provide an optional finisher attachment with 2 hole punch capabilities
	01.07.06	The multi-function device shall provide an optional finisher attachment with 3 hole punch capabilities
	01.07.07	The multi-function device shall provide an optional finisher attachment with 4 hole punch capabilities
	01.07.08	The multi-function device shall provide an optional finisher attachment with booklet maker capabilities
	01.07.09	The multi-function device shall provide an optional finisher attachment with C-fold paper folding capabilities
	01.07.10	The multi-function device shall provide an optional finisher attachment with Z-fold paper folding capabilities
01.08	Fax Services	
	01.08.01	The multi-function device shall provide an option to fax using a group 3 modem on public switched telephone networks
	01.08.02	The multi-function device shall provide the ability to define preset fax to locations
	01.08.03	The multi-function device shall provide the ability to broadcast a single document to multiple locations
	01.08.04	The multi-function device shall provide the ability to hold/store fax documents
	01.08.05	The multi-function device shall provide the ability to send a fax at a preset time
	01.08.06	The multi-function device shall provide the ability to auto redial until a fax transmission is successful
	01.08.07	The multi-function device shall provide the ability to designate fax transmissions as confidential
	01.08.09	The multi-function device shall provide the ability to receive confidential fax transmissions
	01.08.10	The multi-function device shall provide an option to fax using a fax over IP (FOIP) capability
	01.08.11	The multi-function device shall provide an option to fax using fax to email (SMTP) capability
	01.08.12	The multi-function device shall provide an option to integrate a fax server to provide fax transmission services
01.09	Scan Services	
	01.09.01	The multi-function device shall provide an image resolution of at least 600 by 600 dots per inch
	01.09.02	The multi-function device shall provide a minimum scan rate of 30 letter size images per minute
	01.09.03	The multi-function device shall provide an automatic document feeder with 100 page scan capacity
	01.09.04	The multi-function device shall provide an automatic document feeder with duplex scan capability
	01.09.05	The multi-function device shall provide a scan to email function

		01.09.06	The multi-function device shall provide a scan to disk (folder) function
		01.09.07	The multi-function device shall provide a scan to fax function
		01.09.08	The multi-function device shall provide color scanning capability
2.0	Software		
	02.01	Operating systems and application supported	
		02.01.01	The multi-function device shall support print requests from Windows 7 software
		02.01.02	The multi-function device shall support print requests from Windows XP software
		02.01.03	The multi-function device shall support print requests from Windows Server 2003 software
		02.01.04	The multi-function device shall support print requests from Windows Server 2008 software
		02.01.05	The multi-function device shall support print requests from Windows Server 2008 R2 software
		02.01.06	The multi-function device shall support print requests from Windows Server 2012 software
		02.01.07	The multi-function device shall support print requests from Windows Server 2012 R2 software
		02.01.08	The multi-function device shall support print requests from Mac OS/X version 10.6 software
		02.01.09	The multi-function device shall support print requests from Mac OS/X version 10.7 software
		02.01.10	The multi-function device shall support print requests from Mac OS/X version 10.8 software
		02.01.11	The multi-function device shall support print requests from Mac OS/X version 10.9 software
		02.01.12	The multi-function device shall support print requests from Solaris 10 Unix software
		02.01.13	The multi-function device shall support print requests from IBM z/OS mainframe software
		02.01.14	The multi-function device shall support print requests from SAP R/3 application software SPAD defined device
		02.01.15	The multi-function device shall support print requests from Citrix Metaframe software
	02.02	Configuration	
		02.02.01	The multi-function device shall be installed with an approved City of San Antonio Information Technology configuration
		02.02.02	The multi-function device shall be configured to directly receive and manage print requests for the device
		02.02.03	The multi-function device shall be configured to require user authentication
		02.02.04	The multi-function device shall be configured to print in duplex mode
		02.02.05	The multi-function device shall be configured to monochrome print
		02.02.06	The multi-function device shall be configured to push print drivers to users
		02.02.07	The multi-function device shall be configured to restrict functionality services by user
		02.02.08	The multi-function device shall be configured to restrict functionality services by device
		02.02.09	The multi-function device shall provide the ability to enable or disable communications services
		02.02.10	The multi-function device shall provide the ability to perform centralized device management /configuration services
	02.03	Scan to Destination File Formats	
		02.03.01	The multi-function device shall provide the ability to create tagged image file format (TIFF) files
		02.03.02	The multi-function device shall provide the ability to create portable document format (PDF) files
		02.03.03	The multi-function device shall provide the ability to create joint photographic experts group (JPG) files
		02.03.04	The multi-function device shall be a Kofax Document Exchange Server Certified Device or provide the capability to integrate with a software development kit
	02.04	Page Description Language	
		02.04.01	The multi-function device shall provide the ability to print documents using Postscript 2
		02.04.02	The multi-function device shall provide the ability to print documents using Postscript 3
		02.04.03	The multi-function device shall provide the ability to print documents using Printer Command Language (PCL) 5
		02.04.04	The multi-function device shall provide the ability to print documents using Printer Command Language (PCL) 6
		02.04.05	The multi-function device shall provide the ability to print linear barcodes such as Code 39
		02.04.06	The multi-function device shall provide the ability to print matrix barcodes such as Quick Response (QR) Code
	02.05	Print Management Services	
		02.05.01	The multi-function device shall provide the ability to perform print server functions
		02.05.02	The multi-function device shall provide the ability to manage individual device print queues

		02.05.03	The multi-function device shall provide the ability to manage enterprise level print queues
		02.05.04	The multi-function device shall provide the ability to manage print driver distribution to computers
		02.05.05	The multi-function device shall provide the ability to hold print requests until logon to the device
	02.06	Communications Protocols	
		02.06.01	The multi-function device shall provide the ability to support Transmission Control Protocol/Internet Protocol (TCP/IP)
		02.06.02	The multi-function device shall provide the ability to support Simple Network Management Protocol (SNMPv3)
		02.06.03	The multi-function device shall provide the ability to support File Transfer Protocol (FTP)
		02.06.04	The multi-function device shall provide the ability to support Line Printer Remote (LPR) protocol
		02.06.05	The multi-function device shall provide the ability to support Line Printer Daemon (LPD) protocol
		02.06.06	The multi-function device shall provide the ability to support Internet Printing Protocol (IPP)
		02.06.07	The multi-function device shall provide the ability to support TWAIN protocol
3.0	Security		
	03.01	User Authentication	
		03.01.01	The multi-function device shall provide the ability to perform Active Directory/LDAP authentication
		03.01.02	The multi-function device shall provide the ability to access the device through control panel authentication
		03.01.03	The multi-function device shall provide the ability to access the device through proximity card authentication
		03.01.04	The multi-function device shall provide the ability to read Hirsch-Identive (PVC-CP-PW) proximity cards
		03.01.05	The multi-function device shall provide the ability to authenticate using Hirsch-Identive Velocity Management Software v3.x that is integrated with Active Directory/LDAP services
	03.02	Data Encryption	
		03.02.01	The multi-function device shall provide the ability to encrypt local address book data
		03.02.02	The multi-function device shall provide the ability to encrypt password data
		03.02.03	The multi-function device shall provide the ability to encrypt hard disk drive data
		03.02.04	The multi-function device shall provide the ability to encrypt local in memory data
		03.02.05	The multi-function device shall provide the ability to encrypt data communications
		03.02.06	The multi-function device shall provide the ability to encrypt using the 256 bit Advanced Encryption Standard (AES)
		03.02.07	The multi-function device shall provide the ability to meet NIST and DoD encryption standards
	03.03	Print Queue Security	
		03.03.01	The multi-function device shall provide the ability to perform hold and print functionality for print queues
		03.03.02	The multi-function device shall provide the ability to perform data overwrites upon completion of a print
		03.03.03	The multi-function device shall provide the ability to perform scheduled data overwrites of hard disk data
4.0	Performance and Billing Data		
	04.01	Performance data of what was produced by device	
		04.01.01	A monthly summary of performance data shall include the make and model of each device
		04.01.02	A monthly summary of performance data shall include the serial number of each device
		04.01.03	A monthly summary of performance data shall include the configured device ID
		04.01.04	A monthly summary of performance data shall include the availability data defined as one hundred percent minus (down hours divided by available hours)
		04.01.05	A monthly summary of performance data shall include device location address
		04.01.06	A monthly summary of performance data shall include department
		04.01.07	A monthly summary of performance data shall include device fixed costs
		04.01.08	A monthly summary of performance data shall include total monochrome single sided prints
		04.01.09	A monthly summary of performance data shall include total monochrome duplex prints
		04.01.10	A monthly summary of performance data shall include total color single sided prints
		04.01.11	A monthly summary of performance data shall include total color duplex prints
		04.01.12	A monthly summary of performance data shall include total fax pages received
		04.01.13	A monthly summary of performance data shall include total fax pages transmitted

	04.02	Accounting data of who produced what by device	
		04.02.01	A monthly summary of variable costs by device
		04.02.02	A monthly summary of variable costs by logon ID
		04.02.03	A monthly summary of variable cost data shall include single sided monochrome print production by device and user ID
		04.02.04	A monthly summary of variable cost data shall include duplex monochrome print production by device
		04.02.05	A monthly summary of variable cost data shall include single sided color print production by device and
		04.02.06	A monthly summary of variable cost data shall include duplex color print production by device and user ID
		04.02.07	No variable charges will be incurred for scans
		04.02.08	No variable charges shall be incurred for fax receipts
		04.02.09	No variable charges shall be incurred for fax transmissions
		04.02.10	Variable cost charges shall be incurred at a rate of 1 per side for all paper sizes
5.0	Service and Support		
	05.01	Software and Firmware Maintenance	
		05.01.01	All multi-function device software shall operate with current versions maintained by the vendor
		05.01.02	The vendor shall perform the installation of all software upgrades on multi-function devices
		05.01.03	The vendor shall perform the installation of all software patches on multi-function devices
		05.01.04	The vendor shall maintain current versions of printer drivers on multi-function devices
	05.02	Consumable reorders	
		05.02.01	All consumable reorders shall be accomplished through an automated order fulfillment process shipped directly to the device location address with no user intervention required
		05.02.02	Toner shall be included in consumables
		05.02.03	Staples shall be included in consumables
		05.02.04	Drum units shall be included in consumables
		05.02.05	Developer units shall be included in consumables
		05.02.06	Fusing units shall be included in consumables
		05.02.07	Transfer roller units shall be included in consumables
		05.02.08	Filters shall be included in consumables
		05.02.09	Belts shall be included in consumables
		05.02.10	Vendor shall replace and install all consumables requiring tools and/or OEM maintenance knowledge
		05.02.11	All other OEM replacement parts shall be included in consumables
	05.03	Maintenance	
		05.03.01	Scheduled maintenance activities shall occur at recommended OEM service schedules
		05.03.02	Diagnostics shall identify service issues required for each device
		05.03.03	Device monitoring shall perform automated dispatch notification of vendor service personnel for each service issue
		05.03.04	Emergency maintenance initiated by the City of San Antonio shall require a three hour on-site response
		05.03.05	Monthly reporting of device maintenance shall be communicated to the City of San Antonio
		05.03.06	Monthly reporting of service response statistics shall be communicated to the City of San Antonio
6.0	Sustainability and Environmental Impact		
	06.01	Improve Recyclability and End of Life Management	
		06.01.01	The vendor shall provide recycling of consumables
		06.01.02	The vendor shall provide recycling of packaging materials
		06.01.03	The multi-function device shall provide the ability to use post consumer content paper
		06.01.04	The multi-function device shall provide the ability to recycle device components at end of life
	06.02	Print Usage and Notifications	
		06.02.01	The vendor shall provide the ability to track employee print usage across all network devices
		06.02.02	The vendor shall provide the ability to track employee print usage across all desktop devices

		06.02.03	The vendor shall provide the ability to perform and communicate carbon footprint calculations on all print devices
		06.02.04	The vendor shall provide assistance with increasing awareness in order to drive improved employee decision making
	06.03	Reduce Energy Consumption and Carbon Emissions	
		06.03.01	All multi-function devices shall be Energy Star Certified
		06.03.02	All multi-function devices shall be configured to reduce energy consumption
		06.03.03	All multi-function devices shall be delivered with sleep mode settings optimized for energy efficiency
		06.03.04	The vendor shall assist with right sizing devices to the location it is placed

4.3 CANCELLATION OF INDIVIDUAL DEVICE LEASE

Removal of all rental equipment at termination or cancellation of this contract shall be provided by the vendor at no additional cost to the City. City may request removal of individual multi function devices during the contract term with thirty (30) days advance written notice. When the vendor is notified in writing that a copier is no longer needed, whether during the term, or at the conclusion of the term, it shall be the vendor's responsibility to properly prepare the equipment for removal and return shipment to the determined destination of the vendor. The final removal shall be coordinated with the department and completed within the thirty (30) day cancellation period. No advance notice shall be required for removal at the end of the term. Cost associated with the delivery, installation and replacement and removal of equipment shall be included in the monthly rental price. Once city gives thirty (30) days notice for removal of an multi function device during the term of the contract, all obligations to make monthly rental payments shall cease once the copier is removed, and the monthly rental shall be prorated for the last monthly period if it is less than one (1) full month. In no event shall City be obligated to make rental payments beyond that thirty (30) day period with respect to the multi-function device to which the notice pertains, even if Vendor delays in retrieving the multi-function device.

4.3 INVOICING REQUIREMENTS

Payment of invoices should be processed in accordance with section 006 GENERAL TERMS & CONDITIONS stated further in this document as well as the criteria stated below:

Original invoices and monthly statements should be submitted directly to Accounts Payable:

By Mail:

City of San Antonio
 Finance Department / Accounts Payable
 P.O. Box 839976
 San Antonio, TX 78283-3976

By Delivery service:

City of San Antonio
 Finance Department / Accounts Payable
 111 Soledad, 4th Floor
 San Antonio, TX 78205

By Electronic submission: .pdf or .tif format is required for individual invoices and must be followed with an invoice listing in Excel format (see requirements below). Please ensure each file name is a unique identifier (no file should have the same name as another file being submitted).

ap@sanantonio.gov Original, first time submission invoices only
apteam@sanantonio.gov Statements & status inquiries

Please note: Invoices submitted by electronic submission are only considered “original” when the submission comes directly from the vendor to Accounts Payable using this e-mail address. You may copy departmental personnel on the e-mail as requested.

At a minimum, all invoices should include the following fields and information:

- Vendor name, address and phone number
- dba name (if applicable)
- Remit address for payments (if applicable)
- Ship to name and address
- Invoice number
- Invoice date
- Purchase Order number
- Payment terms including discounts or retainage terms
- Line item detail for each item ordered including quantity, unit price, and total
- Total invoice amount.

The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a Sales Tax exemption form, contact the ordering Department.

The vendor shall provide electronic reports monthly to accompany the monthly invoices in Excel format which will include at a minimum the following fields (columns) and information:

- Invoice number
- Invoice date
- Purchase Order number
- Line item detail for each item ordered including quantity, unit price, and total
- Total invoice amount for specific MFD.
- Due Date
- Contract Number (vendor internal)
- Model Number
- Device Serial Number
- Equipment Physical Address
- Equipment Address (office name)
- Description of individual items that contributed to the total invoice amount
- Amount cost for each individual item that contributed to the total invoice amount
- Beginning and Ending date for specific billing period being billed
- Beginning and Ending meter readings for the specific period being invoiced
- Total Usage (meters) for invoiced period for each (color and black & white)
- Copy rate
- Description of clicks (color or black & white)
- Description of each charged item (i.e. finisher, sheet tray, hole punch, etc.)
- Total Due

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE F ORGOING, 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 of address or change of remittance address notifications should be submitted in writing to vendors@sanantonio.gov or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.

4.4 OUT OF SERVICE CREDITS

Whenever any Multi Function Devices are inoperable or malfunctioning for extended periods, substantial and intangible harm may accrue to the City, its citizens and patrons. The City may invoke service credits if this substandard condition exists for longer than twenty four hours after Contractor's required response time for a Normal Service Call, or for longer than one hour after Contractor's required response time for an Emergency Call. Parts must not be swapped from unit to unit to avoid an out of service credit. The applicable twenty four hour or three hour period starts when Contractor receives notification from the Information Technology Services Department (ITSD) trouble desk via a service call.

City may, at its discretion, instruct Contractor to perform this remedial maintenance at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.

The Service Credit is \$10.00 per hour or fraction of an hour (not to exceed \$50), for each unit that malfunctions, until the situation is rectified. The situation is rectified when acceptable operation is verified by the ITSD Service Coordinator. Preventative maintenance work that is not completed and results in an inoperable device is not cause for a waiver of the Service Credit.

The Service Credit is not invoked in those instances where inoperable devices are a result of an accident caused by others and not due to Contractor's error, lack of maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the ITSD Service Coordinator is made aware of these situations immediately.

The Service Credits apply to MFDs; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. The ITSD Service Coordinator shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credits and include the deduction on the next invoice. A continual failure by Contractor to expedite work to correct malfunctions is cause for termination of the contract.

The Parties agree that these Service Credits are liquidated damages, and not a penalty.

4.5 COMPLIANCE WITH CJIS REQUIREMENTS

Vendor must have the ability to meet CJIS requirements per Criminal Justified Information Services Security Policy, Ver 5.3 (attachment L) and provide a signed Federal Bureau of Investigation Criminal Justification Information Services Security Addendum.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or April 30, 2015, whichever is later. This contract shall terminate on **September 30, 2018**.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for TWO additional ONE year period. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

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.

All or None Bid.

City of San Antonio will make award to one bidder only.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Vendors 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 "Lease of Multi Function Devices" 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. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department, Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, 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 \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide 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.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification

of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

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 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 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 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 City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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.

In addition to any other remedies 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, 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.

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

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

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 City shall be limited to insurance coverage provided.

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

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 – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment H – Traceability Matrix
Attachment I – Non-Discrimination Language
Attachment J – Proposal Checklist
Attachment K – Criminal Justice Information Services Security Policy, Ver 5.3
Attachment L – City Security Policies (NIST 800-53A)

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 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, its 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.

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.

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.

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.

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.

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.

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.

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 ed ucation, ex perience, l icens es, c ertifications, r egistrations, as sociations), 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.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Contractor shall provide at time of bid, an Operational, Management and Quality Assurance Plan detailing all operating, management and quality assurance procedures to successfully perform the Scope of Services. This plan shall include, but is not limited to, the following.

1. Respondent is required to provide a narrative response to the information presented in the Requirements Traceability Matrix as part of their Proposed Plan.
2. DAYS AND HOURS OF OPERATION: Indicate the regular days and hours of operation in which Contractor shall provide Services to Multi-Function Devices issued throughout the City of San Antonio. Also, indicate the plan to provide Services outside regular days and hours of operation.
3. REPLACEMENT PLAN: Provide detailed and comprehensive fleet replacement plan based on current fleet lease expiration.
4. MANAGEMENT PLAN: Provide detailed plan for managing the issued MFD fleet, 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 Contractor accountability and financial and contractual deductions for violations of Agreement or Operational, Management and Quality Assurance Plan.
5. QUALITY ASSURANCE/QUALITY CONTROL PLAN: Describe in detail plan for quality control, problem resolution, self-assessment, and interaction with City inspectors. Describe what type of equipment/reporting system will be utilized.
6. SUBCONTRACTOR MANAGEMENT PLAN: Describe in detail plan for utilizing and managing subcontractor(s) to include:
 - a. Identifying, selecting, managing and assisting subcontractors regarding projects.
 - b. Contingency plan for unsatisfactory Services provided by a subcontractor.
7. FLEET REPLACEMENT PLAN: Multi Function Devices will be replaced in a phased in process for various addresses throughout City at the below listed estimated time frames:

May	117
June	22
July	28
August	44
September	41
October	34
November	20
December	21
January	27
February	16

**RFCSP ATTACHMENT B
PRICE SCHEDULE**

ITEM 1A	20-29 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device)			
Description		Price		
Network Scan MFD	Monthly	\$		
Fax Capable MFD	Monthly	\$		
Inner Finisher	Monthly	\$		
Hole Punch	Monthly	\$		
Saddle Stitch	Monthly	\$		
Extra Capacity Paper Tray	Monthly	\$		
Black & White Clicks	Per Click	\$		
Color Clicks	Per Click	\$		
		<table border="1"> <tr> <td data-bbox="927 978 1146 1008">TOTAL</td> <td data-bbox="1146 978 1409 1008">\$</td> </tr> </table>	TOTAL	\$
TOTAL	\$			

ITEM 1B	20-29 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) with ability to track print usage and notifications per section 06.02 of RTM			
Description		Price		
Network Scan MFD	Monthly	\$		
Fax Capable MFD	Monthly	\$		
Inner Finisher	Monthly	\$		
Hole Punch	Monthly	\$		
Saddle Stitch	Monthly	\$		
Extra Capacity Paper Tray	Monthly	\$		
Black & White Clicks	Per Click	\$		
Color Clicks	Per Click	\$		
		<table border="1"> <tr> <td data-bbox="927 1875 1146 1900">TOTAL</td> <td data-bbox="1146 1875 1409 1900">\$</td> </tr> </table>	TOTAL	\$
TOTAL	\$			

ITEM 2A	30-39 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device)			
Description	Price			
Network Scan MFD	Monthly	\$		
Fax Capable MFD	Monthly	\$		
Inner Finisher	Monthly	\$		
Hole Punch	Monthly	\$		
Saddle Stitch	Monthly	\$		
Extra Capacity Paper Tray	Monthly	\$		
Black & White Clicks	Per Click	\$		
Color Clicks	Per Click	\$		
		<table border="1"> <tr> <td data-bbox="933 821 1144 909">TOTAL</td> <td data-bbox="1144 821 1398 909">\$</td> </tr> </table>	TOTAL	\$
TOTAL	\$			

ITEM 2B	30-39 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) with ability to track print usage and notifications per section 06.02 of RTM			
Description	Price			
Network Scan MFD	Monthly	\$		
Fax Capable MFD	Monthly	\$		
Inner Finisher	Monthly	\$		
Hole Punch	Monthly	\$		
Saddle Stitch	Monthly	\$		
Extra Capacity Paper Tray	Monthly	\$		
Black & White Clicks	Per Click	\$		
Color Clicks	Per Click	\$		
		<table border="1"> <tr> <td data-bbox="933 1776 1144 1864">TOTAL</td> <td data-bbox="1144 1776 1398 1864">\$</td> </tr> </table>	TOTAL	\$
TOTAL	\$			

ITEM 3A	40-49 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device)	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 3B	40-49 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) with ability to track print usage and notifications per section 06.02 of RTM	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 4A	50-59 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device)	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 4B	50-59 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) with ability to track print usage and notifications per section 06.02 of RTM	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 5A	60-60 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device)	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 5B	60-69 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) with ability to track print usage and notifications per section 06.02 of RTM	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 6A	70-70 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device)	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 6B	70-79 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) with ability to track print usage and notifications per section 06.02 of RTM	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 7A	80-89 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device)	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 7B	80-89 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) with ability to track print usage and notifications per section 06.02 of RTM	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 8A	90-99 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device)	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 8B	90-99 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) with ability to track print usage and notifications per section 06.02 of RTM	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
		TOTAL \$

ITEM 9	MOVE OF MFD	
Description	Price	
Move of Issued MFD within City of San Antonio locations. Move will include: <ul style="list-style-type: none"> • Disconnect MFD • Transport MFD • Connect MFD • Coordination with ITSD Service Desk • Testing of device at final destination 	Each	\$
		TOTAL \$

Please complete the following:

Prompt Payment Discount: _____% _____ days.

Delivery shall be made within _____ calendar days after receipt of order.

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.

RF CSP 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).

Mentorship Commitment Form

(Posted as separate document)

RFCSP ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

(Posted as Separate Document)

RFCSP ATTACHMENT G

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

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

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

RFCSP ATTACHMENT H
REQUIREMENTS TRACEABILITY MATRIX

(Posted as Separate Document)

RFCSP ATTACHMENT I

NON-DISCRIMINATION LANGUAGE

Non Discrimination. 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.

RFCSP ATTACHMENT J

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 RFCSP Attachment B	
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	
Supplemental information related to the State of Texas Conflict of Interest Requirement Attachment G	
Traceability Matrix Attachment H	
Non-Discrimination Language Attachment I	
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 J	

One (1) Original, Eight (8) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	
Criminal Justice Information Services Security Policy, Ver. 5.3 Attachment K	
City Security Policies (NIST 800-53A minimum requirements) Attachment L	

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

Attachment K

Criminal Justice Information Services Security Policy, Ver. 5.3

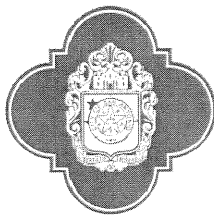
Available at: <http://www.dps.texas.gov/SecurityReview/documents.htm>

Attachment L

CITY SECURITY POLICIES

Respondent shall identify any components within the proposed solution that do not meet CoSA Security standards (NIST 800-53A minimum requirements. Refer to link below for NIST 800-53A.

http://csrc.nist.gov/publications/nistpubs/800-53-rev4/sp800-53r4_summary.pdf



City of San Antonio

Proposal Clarification

June 1, 2015

Xerox Corporation
Attention: David Farrell
100 Clinton Ave. South
Rochester, New York 14644

RE: RFCSP – ANNUAL CONTRACT FOR LEASE OF MULTI FUNCTION DEVICES - 2015-028 -
RFCSP 6100005352

Dear Mr. Farrell,

On behalf of the City of San Antonio, I would like to thank you for submitting your proposal for the above referenced RFCSP.

The City requires clarification of your proposal in order to complete our review. In addition, we have revised our Price Schedule and require that you complete it and resubmit it in order for a fair and equitable evaluation.

Please review the attached Proposal Clarification which includes a revision of scope. In order to facilitate an objective comparison of all proposals received, you must complete the price schedule without modification. Upon receipt of your response to the Proposal Clarification, the City will complete its evaluation.

Please provide response to Proposal Clarification to me no later than Wednesday, June 10, 2015 at 2:00 p.m. For your convenience, an electronic copy can be sent via email to tony.aguilar@sanantonio.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Aguilar".

Tony Aguilar
Procurement Specialist II
Finance Department, Purchasing Division

City of San Antonio Proposal Clarification

Acceptance of RFCSP Terms and Conditions

The Request for Competitive Sealed Proposals for the Annual Contract for Lease of Multi Function Devices (RFCSP #6100005352), along with a negotiated Integration Agreement will serve as the controlling document for any subsequent contract resulting from contract award. In order to ensure that all respondents are treated fairly and equally concerning the requirements under the RFCSP, the City cannot allow exceptions to material or statutory provisions in the RFCSP. **Exceptions or requested changes by a respondent can result in disqualification of the respondent.**

Scope Revision

The following scope revisions have been made to the listed RFCSP requirements. Where noted, information is now desired functionality; optional.

1. As a point of reference, the term of the proposed contract is an ordering period. Each lease will be for 60 months with an option for cancellation as stated in the specifications and price schedule.
2. Section 004-Specifications / Scope of Services, 4.1, items 3, 4, and 6 have been significantly revised in section 4.2 and billable options have been created.

CHANGE: These items are now listed as billable options on the price schedule.

3. Section 004-Specifications / Scope of Services, 4.2, Scope of Services / Requirements Traceability Matrix:

CHANGE: The following items have been removed from standard configuration and have been added on the price schedule as separate options for costing:

Under 2.0 – Multi-Function Device Software

02.05.03 – The multi-function device shall provide the ability to manage enterprise level print queues. (Price Schedule – Print Management)

Under 3.0 – Multi-Function Device Security

03.01.03 – The multi-function device shall provide the ability to access the device through proximity card authentication. (Price Schedule – Proximity Card Reader Option)

03.01.04 – The multi-function device shall provide the ability to read Hirsch-Identive (PVC-CP-PW) proximity cards. (Price Schedule – Proximity Card Reader Option)

03.01.05 – The multi-function device shall provide the ability to authenticate using Hirsch-Identive Velocity Management Software v3.x that is integrated with Active Directory (LDAP services). (Price Schedule – Proximity Card Reader Option)

Under 4.0 Performance and Billing Data

04.02.02 - A monthly summary of variable costs by logon ID (Price Schedule – Print Management)

04.02.03 - A monthly summary of variable cost data shall include single sided monochrome print production by device and user ID (Price Schedule – Print Management)

04.02.04 - A monthly summary of variable cost data shall include duplex monochrome print production by device and user ID. (Price Schedule – Print Management)

04.02.05 - A monthly summary of variable cost data shall include single sided color print production by device and user ID. (Price Schedule – Print Management)

04.02.06 - A monthly summary of variable cost data shall include duplex color print production by device and user ID. (Price Schedule – Print Management)

Under 6.0 Sustainability and Environmental Impact

06.02.01 - The vendor shall provide the ability to track employee print usage across all network devices. (Price Schedule – Print Management)

06.02.02 - The vendor shall provide the ability to track employee print usage across all desktop devices. (Price Schedule – Print Management)

4. It is expected that the following functionality as listed in Section 004-Specifications / Scope of Services, 4.2 Scope of Service is included as part of vendor offering:

Section 004-Specifications / Scope of Services, 4.2 Scope of Service, Sections:

02.02.02 The Multi-Function Device shall be configured to directly receive and manage print requests for the device and section.

02.02.06 The multi-function device shall be configured to push print drivers to users.

02.05.01 The multi-function device shall provide the ability to perform print server functions.

02.05.04 The multi-function device shall provide the ability to manage print driver distribution to computers.

5. Section 004-Specifications / Scope of Services, 4.3 Cancellation of Individual device lease.

CHANGE: Options for 30 day and 90 day cancellation have been requested as part of Proposal Clarification.

6. Section 009, Attachment B – Price Schedule.

Amended as follows:

Added statement 60 month lease per device to the description.

Added option for pricing for 90 day cancellations and no cancellation (30 day cancellation options remains).

Added option for proximity card reader to price schedule

Added Print Management (track printing to user) as pricing option

Please provide pricing as part of your proposal clarification inclusive of all items from the Specifications / Scope of Service as well as the Requirements Traceability Matrix unless clarified in the previous paragraphs.

PRICE SCHEDULE

ITEM 1A	20-29 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 30 day cancellation for convenience).	
Description	Price	

Network Scan MFD	Monthly	\$	
Fax Capable MFD	Monthly	\$	
Inner Finisher	Monthly	\$	
Hole Punch	Monthly	\$	
Saddle Stitch	Monthly	\$	
Extra Capacity Paper Tray	Monthly	\$	
Black & White Clicks	Per Click	\$	
Color Clicks	Per Click	\$	
Proximity Card Reader Option	Monthly	\$	
Print Management (Track Print Usage to the individual User)	Monthly	\$	
			TOTAL \$

ITEM 1B	20-29 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 90 day cancellation for convenience).		
	Description	Price	
Network Scan MFD	Monthly	\$	
Fax Capable MFD	Monthly	\$	
Inner Finisher	Monthly	\$	
Hole Punch	Monthly	\$	
Saddle Stitch	Monthly	\$	
Extra Capacity Paper Tray	Monthly	\$	
Black & White Clicks	Per Click	\$	
Color Clicks	Per Click	\$	
Proximity Card Reader Option	Monthly	\$	
Print Management (Track Print Usage to the individual User)	Monthly	\$	
			TOTAL \$

ITEM 1C	20-29 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (No Cancellation for convenience).			
Description	Price			
Network Scan MFD	Monthly	\$		
Fax Capable MFD	Monthly	\$		
Inner Finisher	Monthly	\$		
Hole Punch	Monthly	\$		
Saddle Stitch	Monthly	\$		
Extra Capacity Paper Tray	Monthly	\$		
Black & White Clicks	Per Click	\$		
Color Clicks	Per Click	\$		
Proximity Card Reader Option	Monthly	\$		
Print Management (Track Print Usage to the individual User)	Monthly	\$		
		<table border="1"> <tr> <td data-bbox="927 1041 1143 1050">TOTAL</td> <td data-bbox="1143 1041 1404 1050">\$</td> </tr> </table>	TOTAL	\$
TOTAL	\$			

ITEM 2A	30-39 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 30 day cancellation for convenience)	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$

Print Management (Track Print Usage to the individual User)	Monthly	\$
		TOTAL \$

ITEM 2B	30-39 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 90 day cancellation for convenience).	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
		TOTAL \$

ITEM 2C	30-39 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (No Cancellation for convenience).	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$

Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
TOTAL		\$

ITEM 3A	40-49 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 30 day cancellation for convenience)	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
TOTAL		\$

ITEM 3B	40-49 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 90 day cancellation for convenience).	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$

Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
		TOTAL \$

ITEM 3C	40-49 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) . 60 month lease per device (No Cancellation for convenience).	
	Description	Price
	Network Scan MFD	Monthly \$
	Fax Capable MFD	Monthly \$
	Inner Finisher	Monthly \$
	Hole Punch	Monthly \$
	Saddle Stitch	Monthly \$
	Extra Capacity Paper Tray	Monthly \$
	Black & White Clicks	Per Click \$
	Color Clicks	Per Click \$
	Proximity Card Reader Option	Monthly \$
	Print Management (Track Print Usage to the individual User)	Monthly \$
		TOTAL \$

ITEM 4A		50-59 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 30 day cancellation for convenience)	
Description		Price	
Network Scan MFD		Monthly	\$
Fax Capable MFD		Monthly	\$
Inner Finisher		Monthly	\$
Hole Punch		Monthly	\$
Saddle Stitch		Monthly	\$
Extra Capacity Paper Tray		Monthly	\$
Black & White Clicks		Per Click	\$
Color Clicks		Per Click	\$
Proximity Card Reader Option		Monthly	\$
Print Management (Track Print Usage to the individual User)		Monthly	\$
		TOTAL	\$

ITEM 4B		50-59 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 90 day cancellation for convenience).	
Description		Price	
Network Scan MFD		Monthly	\$
Fax Capable MFD		Monthly	\$
Inner Finisher		Monthly	\$
Hole Punch		Monthly	\$
Saddle Stitch		Monthly	\$
Extra Capacity Paper Tray		Monthly	\$
Black & White Clicks		Per Click	\$
Color Clicks		Per Click	\$
Proximity Card Reader Option		Monthly	\$

Print Management (Track Print Usage to the individual User)	Monthly	\$
TOTAL		\$

ITEM 4C		
50-59 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) . 60 month lease per device (No Cancellation for convenience).		
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
TOTAL		\$

ITEM 5A		
60-69 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 30 day cancellation for convenience)		
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$

Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
TOTAL		\$

ITEM 5B	60-69 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 90 day cancellation for convenience).	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
TOTAL		\$

ITEM 5C		60-69 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device) . 60 month lease per device (No Cancellation for convenience).	
Description		Price	
Network Scan MFD		Monthly	\$
Fax Capable MFD		Monthly	\$
Inner Finisher		Monthly	\$
Hole Punch		Monthly	\$
Saddle Stitch		Monthly	\$
Extra Capacity Paper Tray		Monthly	\$
Black & White Clicks		Per Click	\$
Color Clicks		Per Click	\$
Proximity Card Reader Option		Monthly	\$
Print Management (Track Print Usage to the individual User)		Monthly	\$
		TOTAL	\$

ITEM 6A		70-79 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 30 day cancellation for convenience)	
Description		Price	
Network Scan MFD		Monthly	\$
Fax Capable MFD		Monthly	\$
Inner Finisher		Monthly	\$
Hole Punch		Monthly	\$
Saddle Stitch		Monthly	\$
Extra Capacity Paper Tray		Monthly	\$
Black & White Clicks		Per Click	\$
Color Clicks		Per Click	\$
Proximity Card Reader Option		Monthly	\$

Print Management (Track Print Usage to the individual User)	Monthly	\$
		TOTAL \$

ITEM 6B	70-79 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 90 day cancellation for convenience).	
	Description	Price
	Network Scan MFD	Monthly \$
	Fax Capable MFD	Monthly \$
	Inner Finisher	Monthly \$
	Hole Punch	Monthly \$
	Saddle Stitch	Monthly \$
	Extra Capacity Paper Tray	Monthly \$
	Black & White Clicks	Per Click \$
	Color Clicks	Per Click \$
	Proximity Card Reader Option	Monthly \$
	Print Management (Track Print Usage to the individual User)	Monthly \$
		TOTAL \$

ITEM 6C	70-79 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (No Cancellation for convenience).	
	Description	Price
	Network Scan MFD	Monthly \$
	Fax Capable MFD	Monthly \$
	Inner Finisher	Monthly \$
	Hole Punch	Monthly \$
	Saddle Stitch	Monthly \$

Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
TOTAL		\$

ITEM 7A	80-89 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 30 day cancellation for convenience)	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
TOTAL		\$

ITEM 7B	80-89 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 90 day cancellation for convenience).	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
		TOTAL \$

ITEM 7C	80-89 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (No Cancellation for convenience).	
Description	Price	
Network Scan MFD	Monthly	\$
Fax Capable MFD	Monthly	\$
Inner Finisher	Monthly	\$
Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$

Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$
		TOTAL \$

ITEM 8A		90-99 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 30 day cancellation for convenience)	
Description		Price	
Network Scan MFD		Monthly	\$
Fax Capable MFD		Monthly	\$
Inner Finisher		Monthly	\$
Hole Punch		Monthly	\$
Saddle Stitch		Monthly	\$
Extra Capacity Paper Tray		Monthly	\$
Black & White Clicks		Per Click	\$
Color Clicks		Per Click	\$
Proximity Card Reader Option		Monthly	\$
Print Management (Track Print Usage to the individual User)		Monthly	\$
		TOTAL	\$

ITEM 8B		90-99 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (with 90 day cancellation for convenience).	
Description		Price	
Network Scan MFD		Monthly	\$
Fax Capable MFD		Monthly	\$
Inner Finisher		Monthly	\$

Hole Punch	Monthly	\$
Saddle Stitch	Monthly	\$
Extra Capacity Paper Tray	Monthly	\$
Black & White Clicks	Per Click	\$
Color Clicks	Per Click	\$
Proximity Card Reader Option	Monthly	\$
Print Management (Track Print Usage to the individual User)	Monthly	\$

TOTAL	\$
--------------	----

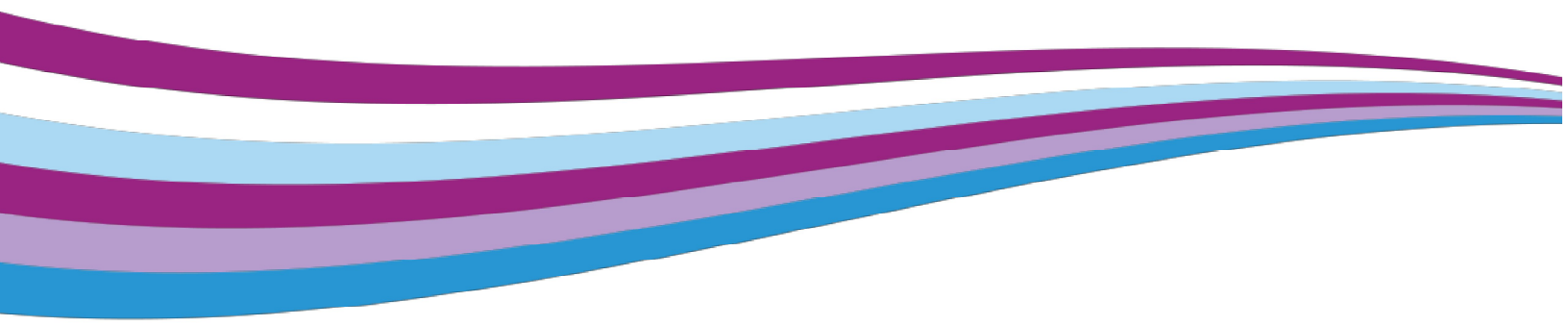
ITEM 8C	90-99 PAGES PER MINUTE (PPM) COLOR AND BLACK & WHITE PRINT (network device). 60 month lease per device (No Cancellation for convenience).
----------------	--

Description	Price
Network Scan MFD	Monthly \$
Fax Capable MFD	Monthly \$
Inner Finisher	Monthly \$
Hole Punch	Monthly \$
Saddle Stitch	Monthly \$
Extra Capacity Paper Tray	Monthly \$
Black & White Clicks	Per Click \$
Color Clicks	Per Click \$
Proximity Card Reader Option	Monthly \$
Print Management (Track Print Usage to the individual User)	Monthly \$

TOTAL	\$
--------------	----

Signature Required

Signature Page



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

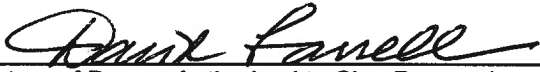
to the best of his/her knowledge, all information is true and correct.

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.	<u>V1018738</u>
Signer's Name	<u>David Farrell</u>
Name of Business	<u>Xerox Corporation</u>
Street Address	<u>100 Clinton Ave South</u>
City, State, Zip Code	<u>Rochester, NY 14644</u>
Email Address	<u>david.farrell@xerox.com</u>
Telephone No.	<u>585-423-4135</u>
Fax No.	<u>N/A</u>
City's Solicitation No.	<u>RFCSP 015-028 No: 6100005352</u>



Signature of Person Authorized to Sign Proposal

Item 1C	20-29 Pages Per Minute (PPM) Color and Black & White Print (network device). 60 month lease per device (No cancellation for convenience)	
Description WC7225	Price	
Network Scan MFD*	Monthly \$ 66.94	
Fax Capable MFD	Monthly \$ 75.42	
Inner Finisher	Monthly \$ 13.82	
Hole Punch	Monthly \$ 3.54	
Saddle Stitch	Monthly \$ 11.31	
Extra Capacity Paper Tray	Monthly \$ 2.19	
Black & White Clicks	Per Click \$.0082	
Color Clicks	Per Click \$.0456	
Proximity Card Reader Options*	Monthly \$ 7.00	
Print Management (Track Print Usage to the Individual User)**	Monthly \$ 20.00	
*Configuration details within proposal **Price based on a total of 369 devices	Total	Will depend on options selected

Item 2C		30-39 Pages Per Minute (PPM) Color and Black & White Print (network device). 60 month lease per device(No cancellation for convenience)	
Description WC7830		Price	
Network Scan MFD*		Monthly \$ 86.00	
Fax Capable MFD		Monthly \$ 94.48	
Inner Finisher		Monthly \$ 13.46	
Hole Punch		Monthly \$ 3.54	
Saddle Stitch		Monthly \$ 11.31	
Extra Capacity Paper Tray		Monthly \$ 11.33	
Black & White Clicks		Per Click \$.0056	
Color Clicks		Per Click \$.0456	
Proximity Card Reader Options**		Monthly \$ 7.00	
Print Management (Track Print Usage to the Individual User)**		Monthly \$ 20.00	
*Configuration details within proposal		Total	Will depend on options selected
**Price based on a total of 369 devices			

Item 3C	40-49 Pages Per Minute (PPM) Color and Black & White Print (network device). 60 month lease per device (No cancellation for convenience)	
Description WC7845	Price	
Network Scan MFD*	Monthly \$ 96.63	
Fax Capable MFD	Monthly \$ 105.11	
Inner Finisher	Monthly \$ 13.46	
Hole Punch	Monthly \$ 3.54	
Saddle Stitch	Monthly \$ 11.31	
Extra Capacity Paper Tray	Monthly \$ 11.33	
Black & White Clicks	Per Click \$.0046	
Color Clicks	Per Click \$.0456	
Proximity Card Reader Options**	Monthly \$ 7.00	
Print Management (Track Print Usage to the Individual User)**	Monthly \$ 20.00	
*Configuration details within proposal **Price based on a total of 369 devices	Total	Will depend on options selected

Item 4C	50-59 Pages Per Minute (PPM) Color and Black & White Print (network device). 60 month lease per device(No cancellation for convenience)
---------	--

Description WC7855	Price
Network Scan MFD*	Monthly \$ 97.31
Fax Capable MFD	Monthly \$ 105.79
Inner Finisher	Monthly \$ 13.46
Hole Punch	Monthly \$ 3.54
Saddle Stitch	Monthly \$ 11.31
Extra Capacity Paper Tray	Monthly \$ 11.33
Black & White Clicks	Per Click \$.0046
Color Clicks	Per Click \$.0456
Proximity Card Reader Options**	Monthly \$ 7.00
Print Management (Track Print Usage to the Individual User)**	Monthly \$ 20.00

*Configuration details within proposal

**Price based on a total of 369 devices

Total


Will depend on options selected

Item 5C	60-69 Pages Per Minute (PPM) Color and Black & White Print (network device). 60 month lease per device (No cancellation for convenience).	
Description WC7970 (70ppm)	Price	
Network Scan MFD*	Monthly \$ 115.09	
Fax Capable MFD	Monthly \$ 123.57	
Inner Finisher	Monthly \$ 26.03 includes hole punch	
Hole Punch	Monthly \$ Included in Finisher	
Saddle Stitch	Monthly \$ 42.48 includes hole punch and finisher	
Extra Capacity Paper Tray	Monthly \$ 11.33	
Black & White Clicks	Per Click \$.0046	
Color Clicks	Per Click \$.0456	
Proximity Card Reader Options**	Monthly \$ 7.00	
Print Management (Track Print Usage to the Individual User)**	Monthly \$ 20.00	
*Configuration details within proposal	Total	Will depend on options selected
**Price based on a total of 369 devices		

Item 6C	70-79 Pages Per Minute (PPM) Color and Black & White PRINT (network device). 60 month lease per device (No cancellation for convenience)	
Description WC7970 (70ppm)	Price	
Network Scan MFD*	Monthly \$ 115.09	
Fax Capable MFD	Monthly \$ 123.57	
Inner Finisher	Monthly \$ 26.03 includes hole punch	
Hole Punch	Monthly \$ Included in Finisher	
Saddle Stitch	Monthly \$ 42.48 includes hole and finisher	
Extra Capacity Paper Tray	Monthly \$ 11.33	
Black & White Clicks	Per Click \$.0046	
Color Clicks	Per Click \$.0456	
Proximity Card Reader Options**	Monthly \$ 7.00	
Print Management (Track Print Usage to the Individual User)**	Monthly \$ 20.00	
*Configuration details within proposal **Price based on a total of 369 devices	Total	Will depend on options selected

Item 7C	80-89 Pages Per Minute (PPM) Color and Black & White Print (network device). 60 month lease per device(No cancellation for convenience)	
<u>Description V80</u>	<u>Price</u>	
Network Scan MFD*	Monthly \$ 187.33	
Fax Capable MFD	Monthly \$ N/A	
Inner Finisher	Monthly \$ 48.70 includes hole punch	
Hole Punch	Monthly \$ included in finisher	
Saddle Stitch	Monthly \$ 84.13	
Extra Capacity Paper Tray	Monthly \$ 44.27	
Black & White Clicks	Per Click \$.0085	
Color Clicks	Per Click \$.0356	
Proximity Card Reader Options	Monthly \$ N/A	
Print Management (Track Print Usage to the Individual User)	Monthly \$ N/A	
*Configuration details within proposal	Total	Will depend on options selected

Item 8C	90-99 Pages Per Minute (PPM) Color and Black & White Print (network device). 60 month lease per device (with No cancellation for convenience)	
<u>Description V21</u> Network Scan MFD* Fax Capable MFD Inner Finisher Hole Punch Saddle Stitch Extra Capacity Paper Tray Black & White Clicks Color Clicks Proximity Card Reader Options Print Management (Track Print Usage to the Individual User)	<u>Price</u>	Monthly \$ 1,345.97 Monthly \$ N/A Monthly \$ Included Monthly \$ Included Monthly \$ Included Monthly \$ Included Per Click \$.0099 Per Click \$ 0.039 Monthly \$ N/A Monthly \$ N/A
*Configuration details within proposal	Total	Will depend on options selected


 Signature Required
 David Farrell
 Finance Director