



## **City of Davis**

**Request for Proposals**  
**PRINTER MANAGED SERVICES**

**Submittal Due: 12/8/17**

### **Contact Person:**

JASON BEST  
INFORMATION SYSTEMS  
1818 5<sup>TH</sup> STREET  
Davis, CA 95616  
JBEST@CITYOFDAVIS.ORG

## INSTRUCTIONS TO PROPOSERS

### 1. RECEIPT AND OPENING OF PROPOSAL; SCOPE OF SERVICES

The City of Davis ("City") invites qualified proposers to submit proposals to provide printer managed services for the City. This would include monitoring usage, servicing equipment, providing parts/supplies (not paper) and recommendations for replacement/elimination of equipment.

Proposals must be received in the City Clerk's Office by 4:00 p.m. on Friday, December 8, 2017.

An envelope containing one (1) original and one (1) copy of the proposal must be sealed and addressed to City of Davis, 23 Russell Blvd., Davis, California 95616, Attention: ASD Information Systems Division, and must be marked "RFP –PRINTER MANAGED SERVICES". The envelope must show the proposer's name and address.

Proposals **will not** be opened publicly. Any proposal received after the established closing date and time will not be accepted and will be returned to the proposer unopened. Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such written request.

### 2. EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer's.

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### 3. PREPARATION OF PROPOSAL

As described in Section 11 "Proposal Requirements and Format", Proposals must be submitted in the following format:

1. Executive Summary.
2. Firm Profile and Experience.
3. Pricing Information.
4. Recycled Content.
5. Conflict of Interest.
6. Exceptions.

In addition, any material that will add to the persuasiveness of your proposal may be included. However, if the materials do not directly address the stated requirements, please include them in an appendix or a separate volume. The City will review and consider all material submitted, but will concentrate on the material that directly addresses the City's stated needs. Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company or by an agent duly authorized to represent the proposer under this proposal. Include the name and position held within proposer's organization.

### 4. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Information Systems Division. Every request for such interpretation must be in writing and addressed to: City of Davis ASD Information Systems Division, 23 Russell Blvd., Davis, CA 95616 and must be received at least seven (7) days prior to the date for the proposal submission deadline. Requests may also be emailed to [helpdesk@cityofdavis.org](mailto:helpdesk@cityofdavis.org).

Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be posted on the City Website (at <http://cityofdavis.org/business/bids-rfp-s>) no later than seven (7) calendar days prior to the deadline for submission of proposals. Addenda required later than seven (7) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date as determined by the City in its sole discretion. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

### 5. SITE INSPECTION

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in very detail with all provisions and requirements of the documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the proposer for additional compensation.

As part of the bidding process, all proposers have the opportunity to submit questions for clarification of specifications or further information – all questions and answers will be published as part of the addenda /interpretation documents.

### 6. AWARD OF CONTRACT

The award of the contract will be made to the proposer whose proposal best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this RFP and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. This RFP does not commit the City to award a contract, or to procure or contract for services or goods. Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job.

Contract Term: The term of the contract shall be in effect until June 30 of 2021. Optionally, the City may extend this contract for two additional one (1) year terms based on contract performance.

## 7. TERMS AND CONDITIONS

The agreement between the City and the successful proposer shall be in the form specified in the Professional Services Agreement (“Agreement”). A copy of the Agreement is attached hereto as Appendix A and incorporated herein by this reference. In submitting a proposal in response to this RFP, the proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, each proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

## 8. INTRODUCTION -PROPOSER QUALIFICATIONS AND RESPONSIBILITIES

- i. The City is requesting proposals to secure a qualified proposer to provide printer managed services. Only one bid will be accepted per bidder -alternative bids will not be accepted.
- ii. This RFP provides the basic description; describes the required scope of services in general terms; defines the selection process; and defines the information that must be submitted to be responsive to this RFP.
- iii. Proposals are due on December 8<sup>th</sup> at 4:00 p.m. (Pacific Time) at the City Clerk’s Office as stated on the cover sheet of this RFP.

For the purpose of this RFP

- i. Printers shall mean networked and desktop printers that *may* solely perform print functions, or may perform multiple functions such as but not necessarily limited to copying, faxing, scanning, and printing, but are designed for smaller groups or teams.
- ii. Faxes and Scanners shall mean standalone facsimile, and scanner devices designed for small group or teams.

## 9. BACKGROUND AND DESCRIPTION

### 9.1. GENERAL OVERVIEW:

The City desires to develop a strong partnership with a printer managed services provider that will assist in achieving the following objectives:

- Create and implement an optimization and standardization roadmap for the City’s printers and faxes (output fleet)
- Improve customer service
- Increase the City’s “green footprint”

### Current Environment -Printers

The current printer pool consists of approximately 86 HP models and devices, with many of the printers being more than 5 years old. A list of City owned printers is provided in Appendix B – “List of Printers”. The City has standardized on HP printers and maintenance is provided on an as needed basis by Ray Morgan Company as the first tier responder.

### 9.2. PROJECT DESCRIPTION:

The City is looking for a service partner to provide and/or manage the City’s output fleet based on industry best practices with special emphasis on fleet optimization.

The City’s short-term objectives are the development and implementation of a comprehensive output fleet strategy and roadmap that addresses the City’s stated objectives while providing full printer services management to the existing devices.

The City is open to recommendations for optimization of the printer environment. These options should all contain a managed services component complete with consumables (non-paper), remedial, and maintenance services, but may vary on their approach to acquisition of replacement

**RFP Goals** are; 1) optimize environment, 2) standardized on models and configuration, 3) Improve efficiency in resources and costs, 4) reduce printing costs 5) Improve customer support, 6) lessen environmental impact.

## 10. SPECIFICATIONS AND REQUIREMENTS

### 10.1. ENVIRONMENTAL SUSTAINABILITY:

During the term of this Agreement and any extension(s) of such term, Supplier agrees that its Products will be compliant with the following environmental specifications:

- Uses returnable, recyclable or remanufactured toner cartridges;
- Contains materials made with recycled content and is designed for remanufacturing and reuse of parts;
- Uses an organic photoreceptor (if not organic, it must not contain arsenic, cadmium, or selenium);
- Does not emit ozone, dust or styrene above EPA ENERGY STAR® Program Requirements.

### 10.2. CUSTOMER SUPPORT SERVICES:

Certain offices of the City operate twenty-four hours per day, seven days per week. Most offices operate Monday through Friday, 8:00 A.M. – 5:00 P.M.

The successful proposer must provide on going telephone support regarding the use of the equipment to end users' departments and the ASD Information Systems Division. Successful bidder(s) shall provide contact person(s) names(s) and telephone number(s) for the telephone support, sales support, service support and field service technicians. On-line portal for support and tutorial information is a bonus but does not substitute for telephone support.

### 10.3. EQUIPMENT UPTIME

Each device maintained and serviced by the successful bidder(s) shall be expected to perform the intended functions, to operate satisfactorily and to produce acceptable quality for a minimum of 96% of the available work time averaged over a consecutive three-month period. Preventative maintenance time shall not be included in the minimum.

Any device or feature that does not meet the 96% measurement for any three consecutive month periods shall be replaced with new. Such replacements will be at no-charge to the City. This performance guarantee shall apply for a twelve (12) month period beginning with the delivery/acceptance date of the equipment. Failure to meet the 96% uptime standard as required will cause the City to take a service credit and withhold that amount from invoices owed the Bidder. The service credit shall be \$50.00 per hour for each hour below 96% uptime. This requirement does not pertain to devices older than 8 years.

### 10.4. REMEDIAL AND PREVENTATIVE MAINTENANCE AND SUPPLIES:

Coverage offered in each instance, is to be a full service maintenance contract including all toner, developer, fuser, oil, drums, repair parts, labor and preventative maintenance service. Bidder is not required to provide paper but may be included in the proposal. Bidder is responsible to remove and dispose of used supplies containers. Bidder must provide manufacturers' notices of discontinuing the production of any model furnished hereunder. The equipment will require preventative maintenance and repairs.

The proposer shall provide preventative and remedial maintenance service during City's normal business hours 8:00 A.M. through 5:00 P.M. except on City holidays to keep the equipment in good working order.

Preventative maintenance will be regularly scheduled and based on the specific needs of the equipment as determined by the manufacturer. An annual review of contract will be part of preventative maintenance.

All maintenance will be performed by fully factory-trained technicians. The successful bidder shall only use OEM replacement parts and authorized supplies in the equipment proposed. The successful bidder will be responsible to pick up and recycle depleted toner cartridges or supply pre-address, prepaid return labels for shipping.

Please specify in your proposal, the rate for fees and charges of maintenance service should it be requested outside normal business hours to service equipment.

### 10.5. RESPONSE TIME:

The Maximum Standard Response Time (for a technician on site) allowed shall be 4 hours from the time of any initial call, except as otherwise noted.

10.6. REFERENCES:

Submittal shall include a list of three (3) references that bidder identifies as customers and projects worked with similar size and scope of service. The list must include complete contact information for each reference.

10.7. REPAIR CREDIT:

Failure to respond as required will cause the City to take a service credit and withhold that amount from invoices owed the Bidder. The service credit shall be \$50.00 per hour for each hour after the 4th hour.

The City will require a per copy credit for all copies made during the course of repair testing and maintenance. The credit must appear as a separate line item on the invoices.

10.8. INVOICING:

Proposers shall prepare separate official invoices for each unit installation listing: a) Invoice date and number b) Purchase Order Contract Number c) Location, Make Model and Serial Number d) Number of copies invoiced e) Current and previous reading f) Date of meter reading. (if applicable) g) Line item identifying per copy credit for copies made during repair testing or maintenance h) Line item identifying response time service credits

**Note: Proposer shall also prepare a consolidated invoice for information and analysis.**

10.9. PRICE ANALYSIS:

The price analysis will include but not be limited to cost per copy, all-inclusive maintenance & supplies costs, warranty period, cost of excess copies beyond usage estimates (if any).

**11. PROPOSAL REQUIREMENTS AND FORMAT**

11.1. EXECUTIVE SUMMARY

The proposal shall be concise, well organized, and demonstrate the responder's qualifications and experience applicable to the project, and understanding of the project. Include an overview of your proposal describing the highlights of the proposal.

The City shall be the sole judge as to the successful proposer.

Bidders shall submit one (1) executed original and one (1) copy of the proposal to the office and individual identified on the cover sheet of this RFP. Proposals are due on the date and time identified on the cover sheet of this RFP.

Failure to comply with the requirements of this RFP may result in disqualification. The City is under no obligation to consider proposals received subsequent to the time and date specified herein.

11.2. FIRM PROFILE AND EXPERIENCE

Proposals will be evaluated based on the information submitted. Include a profile of the firm including firm history and structure; firm corporate office and local office locations; and profiles of at least three (3) representative projects that best demonstrate your qualifications and experience applicable to the services, your knowledge of the local environment, and your record of success as measured by client satisfaction.

The profiles on your representative projects shall identify the Client Contact Persons with telephone numbers, and services provided by the firm. Technicians may be subject to a background check.

11.3. PRICING INFORMATION

Proposals submitted in response to this RFP shall include:

Printer Managed Services -Describe the methodology you intend to use to evaluate the current printer program and describe any and all costs related to the program. Fully describe the qualifications of your staff and your firm's demonstrated experience in effectively reducing printer costs. Describe your firm's experience in printer-managed services.

11.4. RECYCLED CONTENT

Submit a list of all items that are made of or have recycled content, or that can be recycled. Include the percentage of recycled content of each item. Describe fully in your proposal how you will handle and recycle cartridges, toner, and recyclable parts.

#### 11.5. CONFLICT OF INTEREST

Name of entities associated with Service Provider who may have a conflict of interest with any activity of this RFP should be included in the proposal. Provide details and reasons. Service providers are subject to disqualification on the basis of conflict of interest as determined by the City.

#### 11.6. EXCEPTIONS

Service Providers shall certify that they take no exception to this RFP, including but not limited to the provisions of the Agreement included as Appendix A. These provisions will be included in any agreement with Service Provider.

### 13. REVISION TO THE RFP

City reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be posted on the city website (<http://cityofdavis.org/business/bids-rfp-s>). City reserves the right to extend the date by which the proposals are due.

### 14. SELECTION PROCESS AND TIMELINE

- A Selection Panel comprised of City staff will be established for this project by City.
- The Panel will review and rank the proposals and negotiate with qualified Service Providers based on the content of the proposals relative to firm experience, qualifications, and past record of performance.
- City may request an interview and/or site visit from any or all of the qualified firms to further assist in the selection process.
- City reserves the right to reject any or all proposals.

### 15. SPECIAL CONSIDERATIONS

#### 15.1. RESERVATIONS

This RFP does not commit City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work.

#### 15.2. PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of City, and may be subject to public review.

#### 15.3. RIGHT TO CANCEL

City reserves the right to cancel, in part or in its entirety, this RFP. If City cancels or revises this RFP, City will notify all proposers in writing and post cancellation notice on the City website.

#### 15.4. ADDITIONAL INFORMATION

City reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

#### 15.5. EVIDENCE OF INSURANCE

The proposer shall provide a summary of the firm's current insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. City required endorsements and minimum coverage limits must be provided at time of Agreement execution.

#### 15.6. CONFIDENTIALITY OF PROPOSALS

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful proposer have completed negotiations and entered into the Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public

records under the California Public Records Act. Furthermore, the City will have no liability to the proposer or other parties as a result of any public disclosure of any proposal or the Agreement. If a proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a proposer submits trade secret information, the proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the City will provide proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

#### 15.7 CALIFORNIA LABOR CODE COMPLIANCE

Proposers shall take cognizance of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. All proposers submitting a proposal in response to this RFP agree to fully comply with and to require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws to the extent applicable.

#### 15.8 PROTESTS

A proposer may protest a contract award if the proposer believes that the award was inconsistent with City policy or this RFP is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of contract award. Any protest submitted after 5:00 p.m. of the fifth business day after notification of the contract award will be rejected by the City as invalid and the proposer's failure to timely file a protest will waive the proposer's right to protest the contract award. The proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived. The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

## APPENDIX A: MODEL PROFESSIONAL SERVICES AGREEMENT

### CITY OF DAVIS PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Davis, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 23 Russell Boulevard, Davis, CA 95616 ("City"), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

\_\_\_\_\_ (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

#### AGREEMENT

##### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$\_\_\_\_\_ [Insert amount of compensation]. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance immediately following execution of this Agreement by the parties. Consultant shall complete the services required hereunder on or before [Insert date by which performance of the services must be completed – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted

- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>	
Commercial General Liability for bodily injury, personal injury, and property	\$1,000,000 per occurrence/ \$2,000,000 aggregate damage	for
Automobile Liability	\$1,000,000 per occurrence	for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence	

Professional Liability \$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any

manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants

performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Living Wage Ordinance.

a. Consultant agrees to comply with Davis Municipal Code Chapter 15.20, the City of Davis Living Wage Ordinance. If Consultant employs six (6) or more employees, and receives \$25,000 or more from the City pursuant to this Agreement and any other contracts with the City during a twelve month period, Consultant shall be required to provide all employees eligible under Chapter 15.20 with the minimum compensation set forth in Davis Municipal Code Section 15.20.060 during the term of this Agreement.

b. Prior to commencement of any work under this Agreement, Consultant and all subconsultants that are subject to the requirements of Chapter 15.20 will provide certification in a form satisfactory to the City that Consultant and subconsultants are providing all eligible employees the minimum compensation required pursuant to Davis Municipal Code Section 15.20.060. Additionally, prior to commencement of any work, Consultant shall notify in writing all employees that are eligible for minimum compensation of their rights under Chapter 15.20.

c. Consultant shall maintain all records and documents necessary to establish whether Consultant is subject to Chapter 15.20. If Consultant is subject to the requirements of Chapter 15.20, Consultant shall further be required to maintain monthly records of Consultant's employees, including records showing the hourly rate paid to each employee, the amount paid by Consultant for health benefits, if any, and the amount of days off provided per year for sick leave, vacation, or personal necessity. The records described in this subsection shall be made available to the City upon request. The failure to produce these records within three (3) business days following request by the City shall be a default under this Agreement.

d. Consultant shall include the requirements of Chapter 15.20 in any and all agreements with subconsultants hired to provide services pursuant to this Agreement. Any and all subconsultants retained by Consultant to provide services pursuant to this Agreement that employ six or more employees and receive \$25,000 or more for services provided to the City pursuant to this and any other City contracts during a 12-month period shall be required to comply with the terms of Chapter 15.20. Failure by a subconsultant subject to the requirements of Chapter 15.20 to comply with the terms of Chapter 15.20 shall constitute a default of the Consultant under this Agreement.

16. Use of Recycled Paper. Consultant shall comply with the City's policy on the use of recycled paper, as set forth in Exhibit "D" of this Agreement.

**[Delete the following provision and renumber all further provisions, if not applicable.]**

16. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **[Insert the name of the document that contains the City's standard material requirements]**, which are deemed to be a part of this Agreement.

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement

upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall,

upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

20. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Davis  
23 Russell Boulevard  
Davis, CA 95616

CONSULTANT:

[\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*]

Attn: [\*\*INSERT NAME & DEPARTMENT\*\*]

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City.

32. Interest of Subconsultants.

Consultant further covenants that, in the performance of this Agreement, no subconsultant or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided City with a list of all subconsultants and the key personnel for such subconsultants that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the City in affirming compliance with this Section

33. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF DAVIS  
AND [\*\*INSERT NAME\*\*]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF DAVIS

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

EXHIBIT A  
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C  
Activity Schedule

EXHIBIT D  
USE OF RECYCLED PAPER

All paper used for any reports that are required to be submitted under this Agreement shall be produced on recycled paper conforming to the minimum content standards as specified herein. All such reports shall have the front cover labeled in such a way as to clearly identify that the report was produced on recycled paper. Where practicable, the pages of all such reports shall be produced double-sided.

Definitions.

Postconsumer Material means only those paper products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid wastes for the purpose of collection, recycling, and disposition.

Recovered Paper Material means paper waste generated after the completion of a papermaking process, such as postconsumer materials, envelope cuttings, bindery trimmings, printing wastes, cutting and other converting wastes, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous wastes generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residues such as bark.

Minimum Content Standard. The following categories of paper must contain the minimum percentages of material listed under both "Recovered Material" and "Postconsumer Material" included within the total "Recovered Material" percentage. When utilizing a category of paper not listed below, the paper shall contain the highest percentage of recycled paper available.

<b>Article I. Paper Category</b>	<b>Article II. Minimum Percentage of "Recovered Material"</b>	<b>Article III. Minimum Percentage of "Postconsumer Material"</b>
Article IV. High-speed Xerographic	Article V. 50	Article VI. 10
Article VII. Bond Paper	Article VIII. 50	Article IX. 10
Article X. Cover Stock	Article XI. 50	Article XII. 10
Article XIII. Envelopes	Article XIV. 50	Article XV. 10

## APPENDIX B: LIST OF PRINTERS

Following is a list of the Laser printers. Please list the EACH price for toner cartridges for the different model printers. (Printer quantity is for reference.)

Model #	Unit Count	Monthly Avg Print Count
FAX L650I	1	217
FAX L730I	1	831
HP 4050	9	2961
HP 4100	3	2692
HP 4200	1	1115
HP 4250	1	334
HP 4300	4	12088
HP 4350	6	3476
HP 5000	1	240
HP M602N	9	13961
HP M603N	1	4388
HP M604	1	444
HP M605	3	6789
HP P2015	1	30
HP P4014	15	20592
SL-M4020ND	3	371
HP 4600	2	193
HP 4600 - Color	1	1200
HP 4650	1	107
HP 4650 - Color	1	604
HP 5500	1	177
HP 5500 - Color	1	901
HP CP4005	1	2118
HP CP4005 - Color	1	238
HP CP5520	1	124
HP CP5520 - Color	1	111
HP M551N	5	1956
HP M551N - Color	1	7637
HP M553DN	2	1626
HP M553DN - Color	1	3231
HP M750DN	3	867
HP M750DN - Color	1	2211
HP M750N	1	162
HP M750N - Color	1	340