



City of Tustin

Managed Print Services RFP

Letter of Invitation to Bid

The City of Tustin / Managed Print Services RFP

Dated August 30, 2016

1. Summary and Background

The City of Tustin is currently accepting proposals for Managed Print Services to replace the owned and leased Multi-Function Devices and Printers at various City locations. The City has engaged ProcureAmerica to help facilitate this process and negotiate pricing, rates and services on its behalf. The Executive oversight for this project is the City Clerk and IT Department.

The purpose of this request for proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who proposes the best solution for the City of Tustin. The City leases 36 of their 88 total print devices. The average age of the fleet is 6 years. All city locations are included in this project as follows: City Hall, Police Department, Public Works Yard, Community Center and other small remote locations.

Over the last 6 months, ProcureAmerica has conducted an exhaustive analysis of the City's document imaging contracts, technology and processes to include usage patterns and total cost of ownership (TCO) analysis on all leased and owned copiers, printers, fax, and scanning equipment. This complete end-to-end consulting package is designed to help the City of Tustin transition to an optimized print environment customized to the City's requirements. The detailed analysis by location, department and device with user notes, will be found in the Excel File labeled as (Attachment 1 – Detailed Analysis with Bidder Solution Form.xlsx). A user survey was conducted during the month of June 2016 with 71 employees responding. The summary of the survey results is included for your reference in PDF (Attachment 2 – Tustin User Survey Results).

The City will accept written questions to the RFP through 4 p.m. on Thursday, September 08, 2016. Please send all correspondence to Brenda Merrill (Consultant) at bmerrill@procureamerica.org with a copy to Erica Rabe (City Clerk) at erabe@tustinca.org. All answers will be provided via the City website and email response for all bidders to review by Thursday, September 15, 2016.



Table 1
City of Tustin current state analysis summary

Total Fleet Summary by Device Type

See Attachment #1 Excel File for full details.

Device Type	# of Devices	Monthly Lease Payment	Click Charges	Toner Cost	Total Monthly Expense	Monthly AVG Black Volume	Monthly AVG Color Volume	Average Cost Per Page	Lease \$ Remaining
A3 Copiers - B & W	9	\$2,180.56	\$499.58	\$0.00	\$2,680.14	59,264	351	\$0.0450	\$8,211.81
A3 Copiers - Color	10	\$2,912.93	\$5,459.02	\$0.00	\$8,371.95	47,922	62,595	\$0.0758	\$32,767.43
Desktop - Color MFP	17	\$552.71	\$0.00	\$2,423.76	\$2,933.52	19,727	11,641	\$0.0935	\$18,033.55
Desktop - BW Printer	39	\$0.00	\$0.00	\$955.92	\$955.92	30,702	0	\$0.0311	\$0.00
Desktop Color Printer	10	\$0.00	\$0.00	\$890.24	\$890.24	2,166	3,433	\$0.1590	\$0.00
Wide Format	3	\$0.00	\$0.00	\$0.00	\$0.00	763	0	\$0.0000	\$0.00
Total	88	\$5,646.20	\$5,958.60	\$4,269.92	\$15,831.77	160,544	78,020	\$0.0664	\$59,012.79

Mapping Key

- 10 A3 Copiers - Color
- 17 Desktop Color MFP
- 3 Wide Format Plotter

Color Codes

- 9 A3 Copiers – B&W
- 39 Desktop B&W Printer
- 10 Desktop Color Printer

Office Werks Study
 Enterprise Print Business Intelligence Service



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2. Proposal Guidelines

This RFP sets forth the requirements for a competitive process. Proposals will be accepted until 4 p.m. PST on Thursday, September 29, 2016. Any proposals received after this date and time will not be accepted.

To be considered, bidders must provide 3 hard copies of the following in a combined bound document:

- **Technical proposal outlining your ability to meet the RFP requirements and methodology to implement the solution.**
- **Cost proposal forms completed accurately.**
- **Completed Attachment #1 excel document Bidder solution sheet with your device recommendations filled in for each category.**
- One (1) electronic copy of all response documents.
- Proposals must be received by the Office of the City Clerk, City of Tustin, 300 Centennial Way, Tustin, CA 92780, by **4:00 P.M. on Thursday, September 29, 2016**. The City reserves the right to reject any or all proposals submitted. Proposals submitted will be reviewed by the City's Project Team.

3. Project Scope

Bidders will have the opportunity to provide the City of Tustin with Print Technology Equipment, Software, optional Lease Cost, Supplies and Maintenance Services for the associated replacement of Copier/Print Equipment and Services outlined in Attachment 1 (Detailed Analysis with Bidder Solution Form.xlsx) with total bundled cost per year summarized on Attachment #3 – Cost Proposal with Schedule of Quantities and Prices Forms included as part of this document. Bidders may select to propose that certain current owned HP Printers stay in place as long as bidder is willing, and original equipment manufacturer, (OEM) certified to cover those devices at the same service level agreement (SLA) included in Exhibit A. The current owned HP printer assets that City intends to keep is listed in Attachment 1 as (Keep/Cover) in the Column for Bidder Proposed New Technology. The City recommendations for optimization and consolidation are detailed by new device category in Attachment 1.

The City is looking for vendors to provide their customized solution for total Managed Print Services to include the replacement of the existing indicated owned and leased equipment along with service and support of existing HP owned desktop printers. If bidder recommends to replace all the new HP Printers marked as (Keep/Cover) indicated in attachment A, please indicate so in your proposal and add the Cash and Lease pricing for such replacements to the Solution Pricing form in Attachment #1 and #3.

The City desires innovative solutions that maximizes efficiency with this implementation and thus is not dictating a typical solution request in the RFP. Our goal is to entertain creative and value based proposals from bidders who will outline, based on their experiences and success with other organizations, a true value based solution to the City in implementing their proposal.

Services Agreement

The City has provided a copy of the proposed City of Tustin Professional Services Agreement with terms and conditions (Attachment 4, Exhibits A and B).



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The proposal shall include a statement by the proposer that all of the provisions contained within the agreement as drafted in (Attachment 4, Exhibits A and B) are acceptable to the proposer. If any of the provisions are unacceptable to the proposer, the proposer must state which provisions are unacceptable and what language the proposer may wish to change, add, or delete in the agreement. The proposer's response to this RFP may be rejected based on any changes to the agreement that the proposer may require.

Current Lease Pay-Off

The City currently leases the majority of its copier/printer fleet with various end dates through 2020. The estimated monthly pay-off is \$65,000 including tax and excluding any services. The City will consider terminating these contracts early if it is cost beneficial to allow for a concurrent implementation of the new Technology and Services throughout all locations. We are asking bidders to include in their total price the cost to cover the remaining payments and any lease return fees. Please explain your process and ability to meet this requirement in your proposal package.

Maintenance/Service

Service shall include all toner, parts, time and labor as generally accepted in industry standards with a minimum 4 hour response time as outlined in Attachment 4, Exhibit A. Please provide service costs for all equipment in the proposal and on the year 1 to 5 schedule of prices forms. The resulting desired contracted format will be a zero (\$0) cost base with zero (0) prints included with all fees accrued on a per print basis. For proposal comparison purposes, we have inserted the estimated current volume per category on the schedule of quantities and prices forms. Prices will be evaluated based on the total 5 year cost to the City to allow for an economical service cost increase if applicable. If the Schedule of Quantity and Prices Forms reflect the same service rates and cost for each of the 5 years, then the City will deem that a locked in service rate is proposed and expect that terminology to be included in the bidder proposal response.

Schedule of Quantities and Prices Forms (5 Years)

Please provide a total lease cost for the desired term along with the total purchase price for the proposed equipment on the attached Schedule of Quantities and Prices Form. The desired lease is 60 months. Complete each form for projected costs for each of the 5 years with a summary roll up form reflecting total 5 year all-inclusive bid price to include all delivery, trainings, software license and lease buyout costs.

Proposed Solution Requirements

- a. Set forth in the chart below is a Standardized Print Categorization to include 5 Device Type Segments and Standardization for upgrades.
- b. All A3 (11x17 capable) and A4 (not 11x17 capable) MFP's must be color capable with enhanced scanning and the ability to link to ERP Workflow.
- c. All A3 (11x17 capable) and A4 (not 11x17 capable) MFP's must have "Follow Me Print" Capabilities.
- d. Desktop Printer Support and HP Refresh Plan.

See Exhibit A: Scope of Services for additional technical and software requirements.



Table 2
Optimized State New Device Category Chart

Fillable form found in Attachment #1

Number of Units Per Category	Volume Range / Description	Minimum Specs	Quantity
Category #1	For Marketing and High Quality Finished Documents	> 75 PPM High Volume Graphics Color MFP with Fiery Print Controller, Booklet Finisher and Post Sheet Inserter, Full Bleed 11X17 booklets with inline trimer.	1
Category #2	For Area's Doing Over 15k Pages Monthly Combined	> 65 PPM High Volume Office Color MFP with Booklet Finisher, LCT, Hole Punch and Enhanced Scanning Capabilities.	8
Category #3	For Area's Doing 5K to 15K Per Month Combined	> 55 PPM Office Color MFP with Booklet or Standard Finisher, Stapling, Hole Punch and Enhanced Scanning Capabilities.	8
Category #4	For Area's Doing Less than 5K Per Month Combined Needing 11X17	> 40 PPM Office Color MFP with Internal or Standard Finisher, Stapling, Hole Punch and Enhanced Scanning Capabilities.	0
Category #5	For Table Top & MFP's Not Requiring 11 X 17	> 40 PPM Office Color A4 MFP with Internal Staple Finisher and Enhanced Scanning Capabilities.	19
High Volume Desktop Printer	Refresh older high volume BW HP Desktop Printers	> High Volume BW or Color Desktop Laser Printer with 2 Paper Drawers,	8
Low Volume Personal Printer	Refresh older personal low volume printers	> Low Volume BW or Color Desktop Laser Printer	28
Keep and Cover	Keep Newer Existing HP Printer	> Cover for all Toner, Parts and Labor	13
Devices Eliminated		<i>To be determined upon selected vendor recommendation.</i>	0
Totals			85



4. Request for Proposal (RFP) and Project Timeline

Issuing this RFP in no way obligates the City of Tustin to include any of the replying bidders in the future selection process.

- All proposals in response to this RFP are due no later than 4 p.m. PST Thursday, September 29, 2016.
- The City will accept written questions to the RFP through 4 p.m. on Thursday, September 8, 2016. Please send all correspondence to Brenda Merrill (Consultant) at bmerrill@procureamerica.org with a copy to Erica Rabe (City Clerk) at erabe@tustinca.org. All answers will be provided via the City website for all bidders to review.
- Evaluation of proposals will be conducted from September 30, 2016 through October 13, 2016. If additional information or discussions are needed with any bidders during this window, the bidder(s) will be notified. Finalist bidders will be notified on Friday, October 14, 2016.
- The top 2 or 3 responders will be invited to schedule a bidder site Presentation and Technology Demonstration for the City selection committee from October 24th through the 28th allowing for 2 hours each.
- The winning bidder will be announced by November 10th, 2016 (subject to City Council authorization)
- Implementation is expected to take place during the month of December 2016 with a goal for completion prior to year-end.

5. Bidder Qualifications

The City requests at least three City/Municipal based references that are similar in size from the proposing bidders be included with your RFP response to include description of services provided, company contact and phone number.

6. Proposal Evaluation Criteria

The City Staff and ProcureAmerica consultant will evaluate all proposals based on the following criteria. ***This is subject to adjustments as deemed appropriate by the City of Tustin in its sole discretion.*** To ensure consideration for this RFP, your proposal should be complete and include all of the following criteria:

- Overall proposal suitability and technology enhancements: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
- Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the equipment price, functionality and service cost in accordance with the scope of this project. The total overall 5 year price will be taken into consideration.
- The City reserves the right to implement the selected proposal solutions over a 2 year period.
- Reports of references.
- The willingness to agree to all, or at a minimum, critical terms of the Professional Services Agreement.
- The City of Tustin reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.



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A scoring template will be used to evaluate each bidder response in detail to include the following 3 Categories resulting in a shortlist of bidders selected to move to the presentation phase.

Category #1

Effectiveness of Management Plan and Understanding of the Work.

Total of 100 Possible Points with 30% Scoring Weight

1. Completeness of Proposal and ability to communicate the Value Proposition to this specific project. **Max 40 Points**
2. Strategic Narrative on Managing Copier Fleet Upgrade and Implementation Plan. **Max 30 Points**
3. Acceptance of Contract Terms and Conditions and Service Level Guarantee's. **Max 30 Points**

Category #2

Degree of the Contractor's (firm and staff) Skills and Experience.

Total of 100 Possible Points with 30% Scoring Weight

1. Strategic Narrative on Managing the Print Optimization and Enhanced Scanning Capabilities. **Max 30 Points**
2. Vendor References and Case Study Narrative for similar implementations and success. **Max 30 Points**
3. Value of Finalist On-Site Presentation and Technology Demonstration. **Max 40 Points**

Category #3

Total Overall 5 Year Cost of Vendor Solution.

Total of 100 Possible Points with 40% Scoring Weight

1. Total Solution Cash Price for New Printers / Copiers. **Max 40 Points**
2. Total 5 Year Service and Toner Price Based on RFP Estimated Volumes per Year to include any escalations in contract pricing from SCHEDULE OF QUANTITIES AND PRICES FORM SUMMARY. **Max 30 Points**
3. Total 5 Year Proposal Cost to Include Bidder Cash Price Financed by 3rd Party Lease Source and Overall 5 Year Service and Supply Price. **Max 30 Points**



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List of Attachments

1. **Attachment 1** – Detailed Analysis with Bidder Solution Form
2. **Attachment 2** – City of Tustin user Survey Results
3. **Attachment 3** – Cost Proposal Forms
4. **Attachment 4** – Professional Services Agreement
 - Exhibit A** – Scope of Services
 - Exhibit B** – Pricing Table



City of Tustin Print Optimization Survey

83

Total Responses

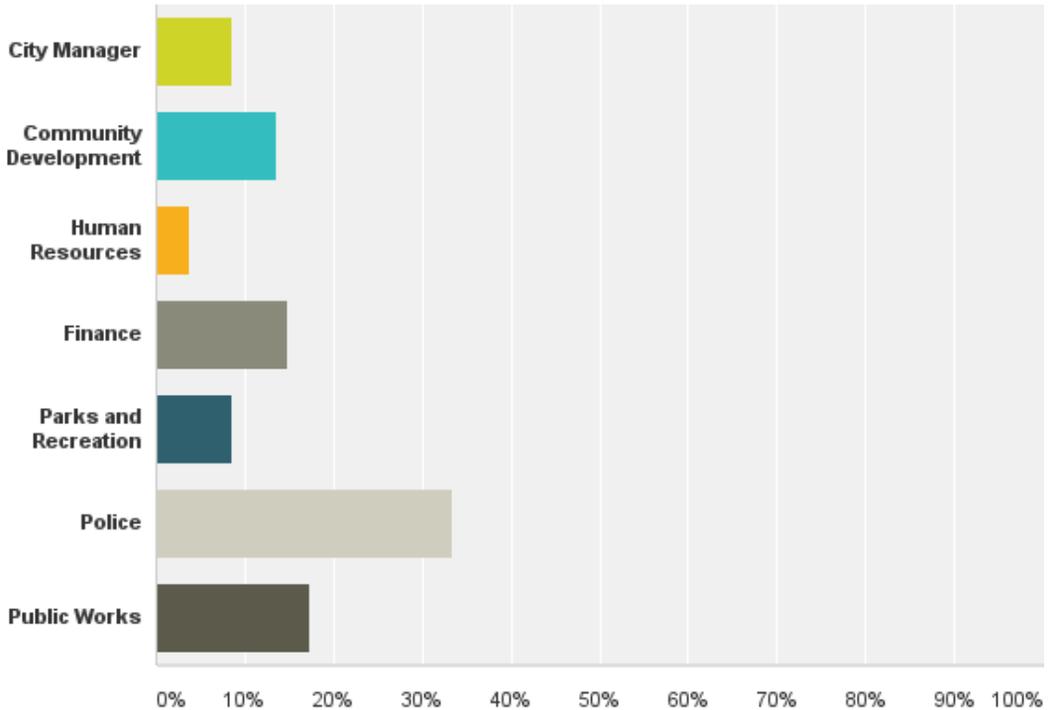
Date Created: Thursday, June 23, 2016

Complete Responses: 71



Q1: What Department do you work in?

Answered: 81 Skipped: 2



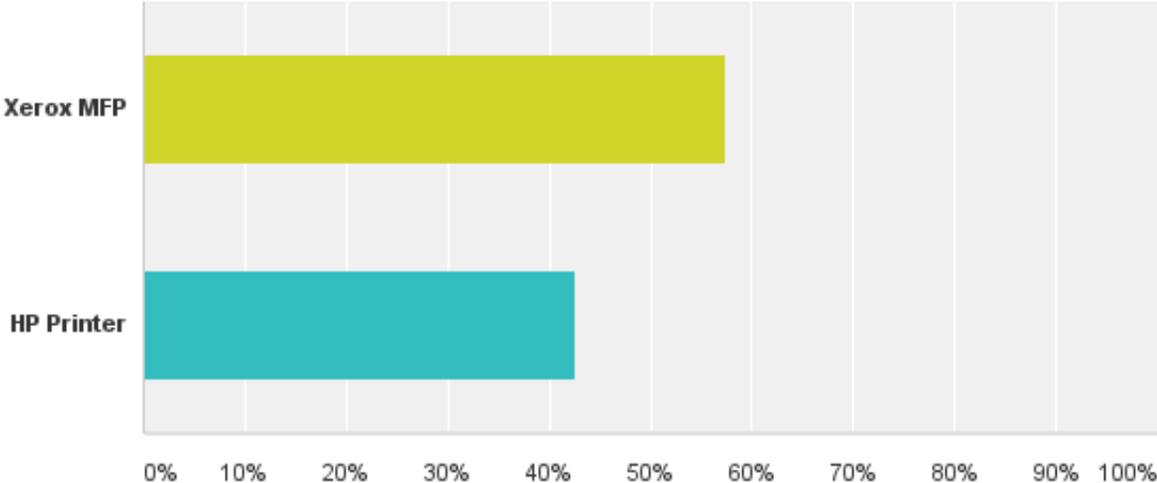
Q1: What Department do you work in?

Answered: 81 Skipped: 2

Answer Choices	Responses
City Manager	8.64% 7
Community Development	13.58% 11
Human Resources	3.70% 3
Finance	14.81% 12
Parks and Recreation	8.64% 7
Police	33.33% 27
Public Works	17.28% 14
Total	81

Q2: What is the primary device you use for daily printing needs?

Answered: 80 Skipped: 3



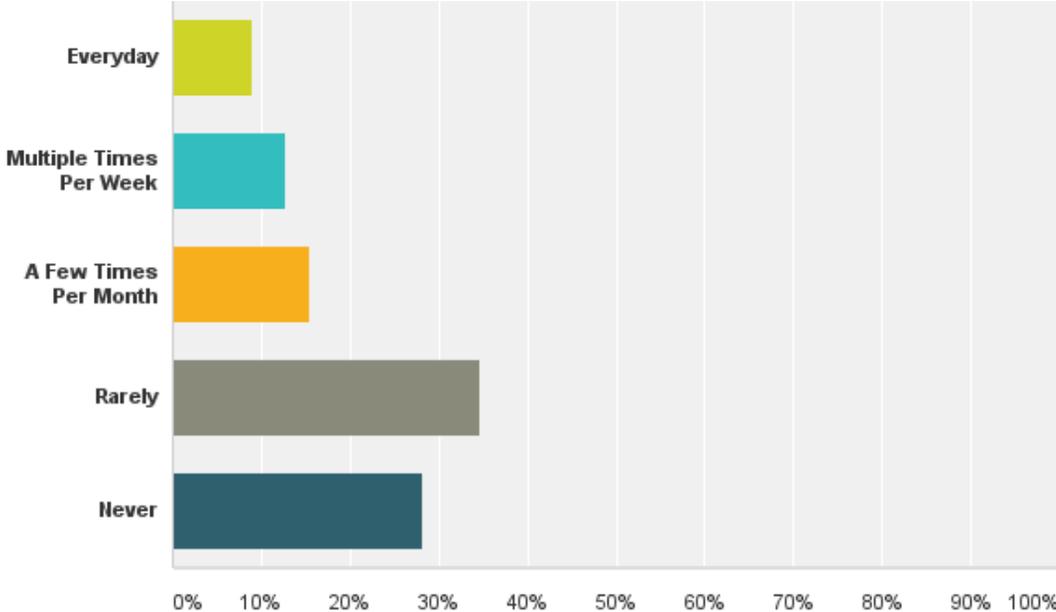
Q2: What is the primary device you use for daily printing needs?

Answered: 80 Skipped: 3

Answer Choices	Responses
Xerox MFP	57.50% 46
HP Printer	42.50% 34
Total	80

Q3: How often do you print to devices outside your department to achieve better print quality?

Answered: 78 Skipped: 5



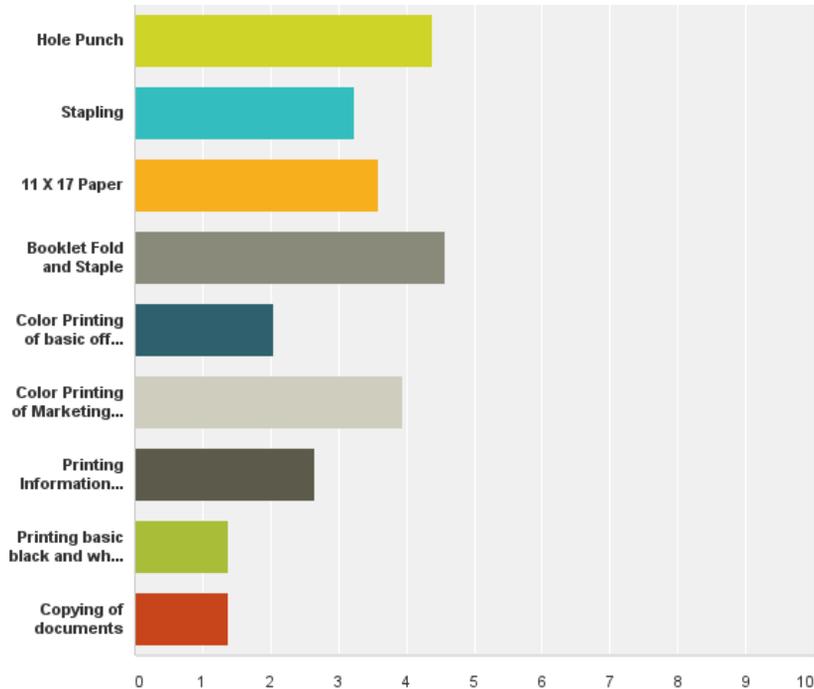
Q3: How often do you print to devices outside your department to achieve better print quality?

Answered: 78 Skipped: 5

Answer Choices	Responses
Everyday	8.97% 7
Multiple Times Per Week	12.82% 10
A Few Times Per Month	15.38% 12
Rarely	34.62% 27
Never	28.21% 22
Total	78

Q4: Please tell us how often you use the follow features on your Xerox Copier / MFP.

Answered: 73 Skipped: 10



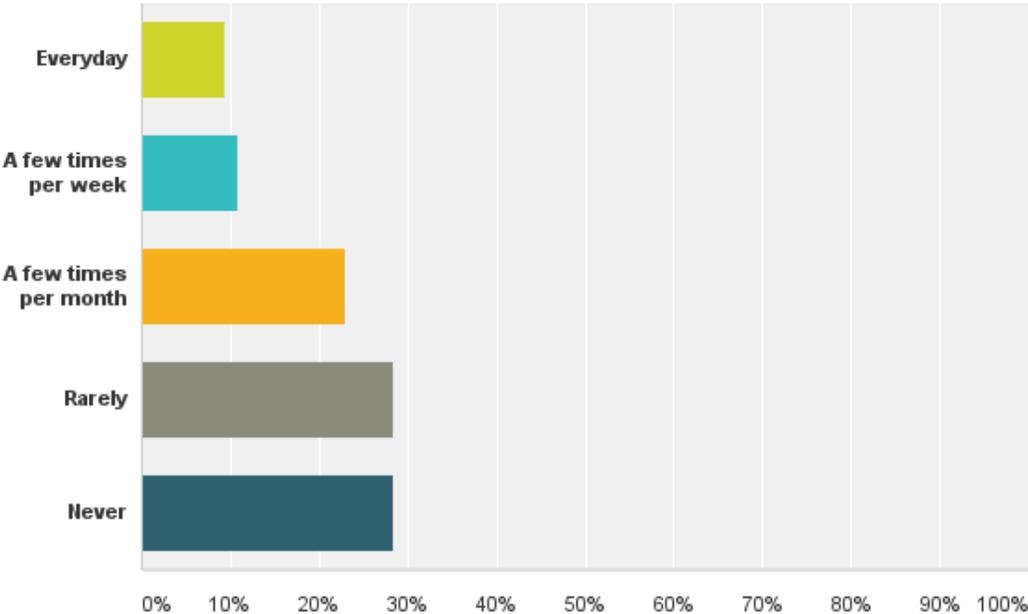
Q4: Please tell us how often you use the follow features on your Xerox Copier / MFP.

Answered: 73 Skipped: 10

	Everyday	Multiple Times Per Week	A Few Times Per Month	Rarely	Never	Total	Weighted Average
Hole Punch	2.94% 2	0.00% 0	8.82% 6	32.35% 22	55.88% 38	68	4.38
Stapling	9.86% 7	25.35% 18	22.54% 16	16.90% 12	25.35% 18	71	3.23
11 X 17 Paper	2.86% 2	15.71% 11	25.71% 18	30.00% 21	25.71% 18	70	3.60
Booklet Fold and Staple	0.00% 0	1.49% 1	2.99% 2	31.34% 21	64.18% 43	67	4.58
Color Printing of basic office documents	42.25% 30	29.58% 21	16.90% 12	4.23% 3	7.04% 5	71	2.04
Color Printing of Marketing documents	7.35% 5	11.76% 8	10.29% 7	20.59% 14	50.00% 34	68	3.94
Printing Information from the Internet	21.13% 15	23.94% 17	29.58% 21	19.72% 14	5.63% 4	71	2.65
Printing basic black and white documents	81.94% 59	8.33% 6	2.78% 2	4.17% 3	2.78% 2	72	1.38
Copying of documents	72.60% 53	20.55% 15	4.11% 3	2.74% 2	0.00% 0	73	1.37

Q5: How often do you have the need to print on envelopes?

Answered: 74 Skipped: 9



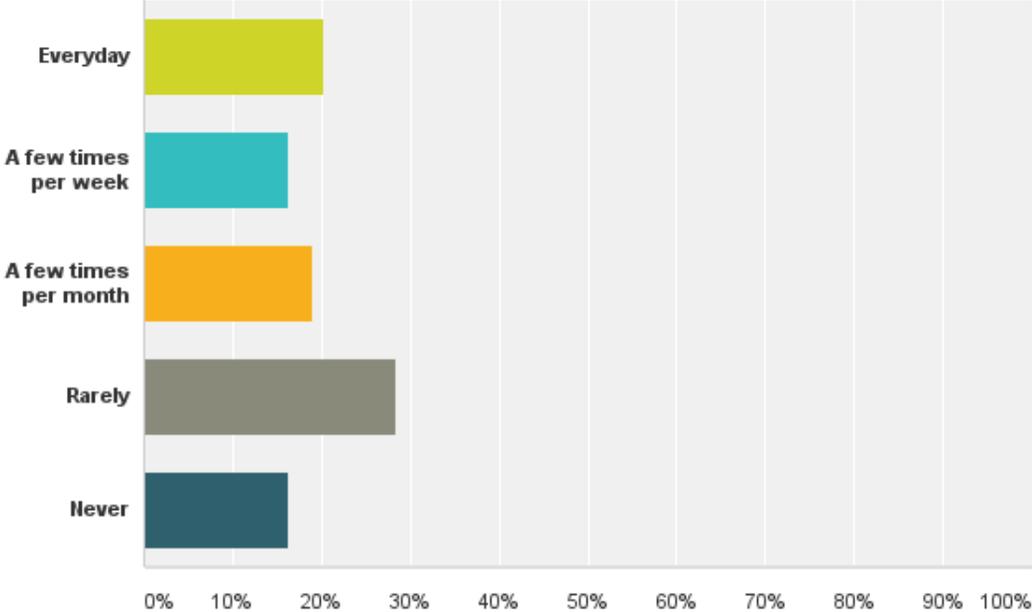
Q5: How often do you have the need to print on envelopes?

Answered: 74 Skipped: 9

Answer Choices	Responses	
Everyday	9.46%	7
A few times per week	10.81%	8
A few times per month	22.97%	17
Rarely	28.38%	21
Never	28.38%	21
Total		74

Q6: How often do need to print confidential documents?

Answered: 74 Skipped: 9



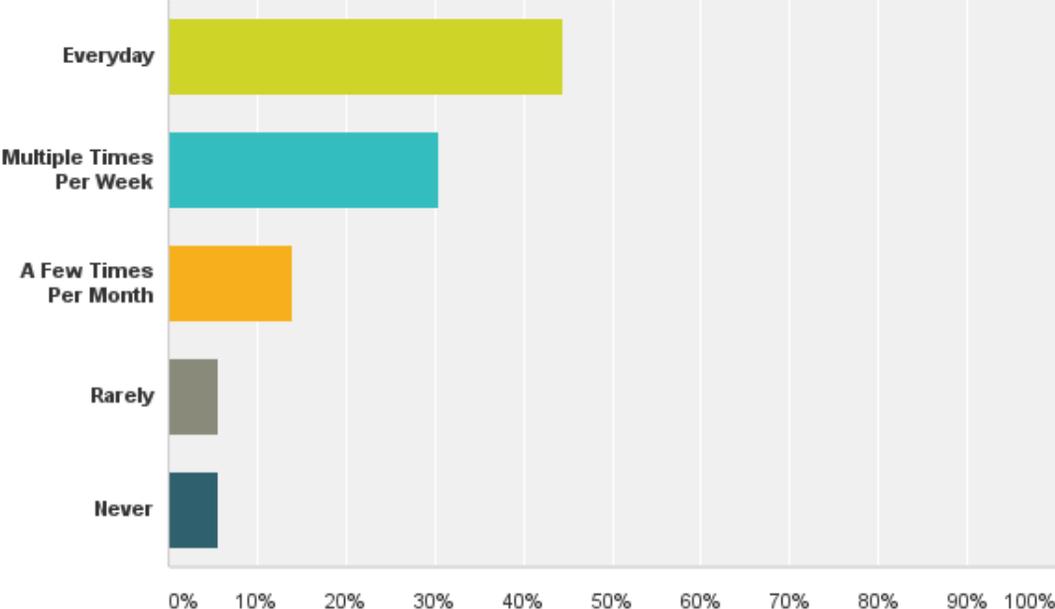
Q6: How often do need to print confidential documents?

Answered: 74 Skipped: 9

Answer Choices	Responses	
Everyday	20.27%	15
A few times per week	16.22%	12
A few times per month	18.92%	14
Rarely	28.38%	21
Never	16.22%	12
Total		74

Q7: How often do you use Scanning from the MFP?

Answered: 72 Skipped: 11



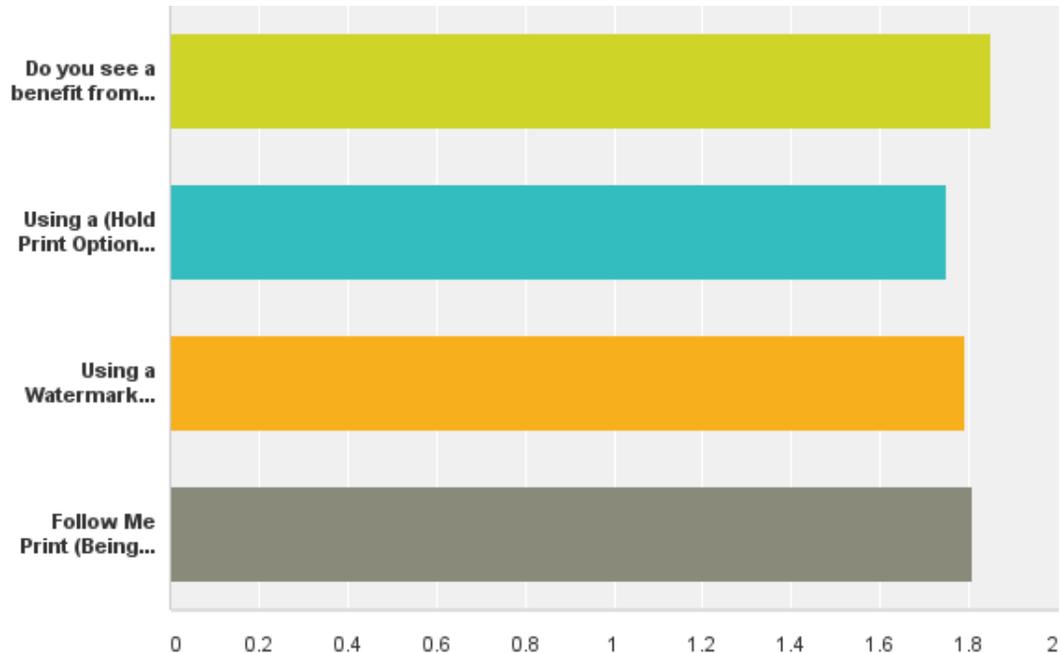
Q7: How often do you use Scanning from the MFP?

Answered: 72 Skipped: 11

Answer Choices	Responses	
Everyday	44.44%	32
Multiple Times Per Week	30.56%	22
A Few Times Per Month	13.89%	10
Rarely	5.56%	4
Never	5.56%	4
Total		72

Q8: Please let us know if you see a benefit in these potential enhancements to future MFPs

Answered: 72 Skipped: 11



Q8: Please let us know if you see a benefit in these potential enhancements to future MFPs

Answered: 72 Skipped: 11

	No	Yes, but would use it rarely.	Yes, I see it as a benefit and would use it often.	Total	Weighted Average
Do you see a benefit from being able to print directly from your Smart Phone or Tablet?	31.94% 23	51.39% 37	16.67% 12	72	1.85
Using a (Hold Print Option with Pin Code) when printing confidential documents?	41.67% 30	41.67% 30	16.67% 12	72	1.75
Using a Watermark Feature (A shadow of the word Draft or Confidential Printed in the Background) when printing documents?	37.50% 27	45.83% 33	16.67% 12	72	1.79
Follow Me Print (Being able to send a print job and retrieve it at any MFP with a PIN Code?)	37.50% 27	44.44% 32	18.06% 13	72	1.81



Attachment 3
Schedule of Quantities and Prices Form (Years 1-5)
SCHEDULE OF QUANTITIES AND PRICES FORM
Cash and Lease Price Options – New Units

CASH AND LEASE COST FOR NEW MFP/PRINTER UNITS (INCLUDE ALL BUY-OUT \$, DELIVERY, INSTALL AND TRAINING)							
Type of Unit (PPM) / BW or Color / Accessories	Make	Model	Number of Units	Total Cash Price Per Unit	Total Cash Price All Units (Cash Price x QTY)	Total Mo. Lease Cost Per Unit	Total Mo. Lease Price All Units (Mo. Lease x QTY)
Category #1			1				
Category #2			8				
Category #3			8				
Category #4			0				
Category #5			19				
HV Desktop Printer			8				
LV Personal Printer			28				
Keep and Cover Existing			13				
Column Totals			0		\$00.00		\$00.00



Service and Supply Contract / Usage Charges

SCHEDULE OF QUANTITIES AND PRICES FORM

YEAR 1

PRINT COST FOR COPIER/MFP and DESKTOP PRINTER UNITS				
YEARLY VOLUME OF PRINTS	X	COST PER PRINT	=	Total Yearly MFP / PRINTER SERVICE / SUPPLY Cost
1,320,000 B/W Copier based MFP's Pages		\$.0000		\$00.00
720,000 Color Copier Based MFP's Pages		\$.0000		\$00.00
600,000 B/W Desktop Printer / MFP's Pages		\$.0000		\$00.00
180,000 Color Desktop Printer / MFP's Pages		\$.0000		\$00.00
Total Yearly Service and Supply Cost for all Units				\$00.00

(NUMBER OF PRINTS SHOWN ABOVE ARE FOR RFP COMPARISON PURPOSES ONLY)



Service and Supply Contract / Usage Charges

SCHEDULE OF QUANTITIES AND PRICES FORM

YEAR 2

PRINT COST FOR COPIER/MFP and DESKTOP PRINTER UNITS				
YEARLY VOLUME OF PRINTS	X	COST PER PRINT	=	Total Yearly MFP / PRINTER SERVICE / SUPPLY Cost
1,420,000 B/W Copier based MFP's Pages		\$.0000		\$00.00
780,000 Color Copier Based MFP's Pages		\$.0000		\$00.00
600,000 B/W Desktop Printer / MFP's Pages		\$.0000		\$00.00
170,000 Color Desktop Printer / MFP's Pages		\$.0000		\$00.00
Total Yearly Service and Supply Cost for all Units				\$00.00

(NUMBER OF PRINTS SHOWN ABOVE ARE FOR RFP PROPOSAL COMPARISON ONLY)



City of Tustin
Attachment 3 – Cost Proposal

Service and Supply Contract / Usage Charges

SCHEDULE OF QUANTITIES AND PRICES FORM

YEAR 3

PRINT COST FOR COPIER/MFP and DESKTOP PRINTER UNITS				
YEARLY VOLUME OF PRINTS	X	COST PER PRINT	=	Total Yearly MFP / PRINTER SERVICE / SUPPLY Cost
1,420,000 B/W Copier based MFP's Pages		\$.0000		\$00.00
780,000 Color Copier Based MFP's Pages		\$.0000		\$00.00
500,000 B/W Desktop Printer / MFP's Pages		\$.0000		\$00.00
100,000 Color Desktop Printer / MFP's Pages		\$.0000		\$00.00
Total Yearly Service and Supply Cost for all Units				\$00.00

(NUMBER OF PRINTS SHOWN ABOVE ARE FOR RFP COMPARISON PURPOSES ONLY)



Service and Supply Contract / Usage Charges

SCHEDULE OF QUANTITIES AND PRICES FORM

YEAR 4

PRINT COST FOR COPIER/MFP and DESKTOP PRINTER UNITS				
YEARLY VOLUME OF PRINTS	X	COST PER PRINT	=	Total Yearly MFP / PRINTER SERVICE / SUPPLY Cost
1,420,000 B/W Copier based MFP's Pages		\$.0000		\$00.00
780,000 Color Copier Based MFP's Pages		\$.0000		\$00.00
500,000 B/W Desktop Printer / MFP's Pages		\$.0000		\$00.00
100,000 Color Desktop Printer / MFP's Pages		\$.0000		\$00.00
Total Yearly Service and Supply Cost for all Units				\$00.00

(NUMBER OF PRINTS SHOWN ABOVE ARE FOR RFP COMPARISON PURPOSES ONLY)



Service and Supply Contract / Usage Charges
SCHEDULE OF QUANTITIES AND PRICES FORM
YEAR 5

PRINT COST FOR COPIER/MFP and DESKTOP PRINTER UNITS				
YEARLY VOLUME OF PRINTS	X	COST PER PRINT	=	Total Yearly MFP / PRINTER SERVICE / SUPPLY Cost
1,520,000 B/W Copier based MFP's Pages		\$.0000		\$00.00
800,000 Color Copier Based MFP's Pages		\$.0000		\$00.00
400,000 B/W Desktop Printer / MFP's Pages		\$.0000		\$00.00
50,000 Color Desktop Printer / MFP's Pages		\$.0000		\$00.00
Total Yearly Service and Supply Cost for all Units				\$00.00
(NUMBER OF PRINTS SHOWN ABOVE ARE FOR RFP COMPARISON PURPOSES ONLY)				



Schedule of Quantities and Prices Form (Year 1 to 5 Summary)

SCHEDULE OF QUANTITIES AND PRICES FORM SUMMARY

	YEARLY PRINTS COST FOR ALL MFP / Printer UNITS	YEARLY LEASE COST FOR ALL MFP / Printer UNITS	INDICATE ANY ADDITIONAL COSTS	TOTALS BY YEAR
YEAR 1				
YEAR 2				
YEAR 3				
YEAR 4				
YEAR 5				
COLUMN TOTALS				
TOTAL PROJECTED 5 YEAR PRICE				

- The above summary must equal the total amount of service charges per year based on the fluctuating volumes and any contracted annual increases plus your estimated annual lease cost for the new equipment.
- Use this space below to explain any additional costs indicated in the chart above.

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (herein "Agreement"), is made and entered into by and between the CITY OF TUSTIN, a municipal corporation ("City"), and _____ ("Contractor").

WHEREAS, Contractor is qualified to provide the necessary services and has agreed to provide such services; and

WHEREAS, Contractor submitted to City a proposal, dated _____, a copy of which is attached hereto as Exhibit "A", in response to a Request for Proposal which is attached hereto as Exhibit "B". (Exhibits "A" and "B" are collectively referred to as the "Proposal").

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, City agrees to employ and does hereby employ Contractor and Contractor agrees to provide professional services as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Proposal (the "services" or the "work"). Contractor warrants that all services shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Proposal and specific terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of the City of Tustin and of any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, Contractor shall immediately inform City of

such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.5 Care of Work. Contractor shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by City, except such loss or damages as may be caused by City's own negligence.

1.6 Additional Services. Contractor shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Contractor shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original contract sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the City Manager.

2. COMPENSATION

2.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, the Contractor shall be compensated and reimbursed only for such services and such amounts as are expressly prescribed in Exhibit "C", in an amount not to exceed _____.

THE MAXIMUM AMOUNT OF CITY'S OBLIGATION UNDER THIS AGREEMENT IS THE AMOUNT SPECIFIED IN THIS SECTION. IF THE CITY'S MAXIMUM OBLIGATION IS REACHED BEFORE THE CONTRACTOR'S SERVICES UNDER THIS AGREEMENT ARE COMPLETED, CONTRACTOR WILL NEVERTHELESS COMPLETE THE SERVICES WITHOUT LIABILITY ON THE CITY'S PART FOR FURTHER PAYMENT BEYOND THE MAXIMUM AMOUNT.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall, no later than the first working day of such month, submit to City in the form approved by City's Director of Finance, an invoice for services rendered prior to the date of the invoice. City shall pay Contractor for all expenses stated thereon which are approved by City consistent with this Agreement, no later than the last working day of said month.

2.3 Changes. In the event any change or changes in the work is requested by City, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional Contractor's fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is

required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Payment for Changes. Changes approved pursuant to an Addendum shall be compensated at the personnel hourly rates prescribed in Exhibit "C" hereto. Note: Exhibit "C" prohibits billing for travel or travel time.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed within any time periods prescribed in any Schedule of Performance attached hereto marked Exhibit "D". The extension of any time period specified in the Exhibit "D" must be approved in writing by the Contract Officer.

3.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. Unless earlier terminated in accordance with Section 7.7 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding _____ from the date hereof, unless extended by mutual written agreement of the parties.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following Principal of the Contractor is hereby designated as being the principal and representative of

Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: _____.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing Principal may not be changed by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be the City Manager of City. The Co-Contract Officer shall be the Communications Manager. It shall be the Contractor's responsibility to keep the Contract Officer, or the Co-Contract Officer in the Contract Officer's absence, fully informed of the progress of the performance of the services and Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer or the Co-Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Contractor shall be solely responsible for compliance with State and Federal Law with respect to the wages, hours, benefits, and working conditions of its employees, including requirement for payroll deductions for taxes. Employees or independent contractors of Contractor are not City employees.

5. INSURANCE / INDEMNIFICATION

5.1 Insurance Requirements

A. Types of Required Coverages. Contractor shall maintain in full force and effect during the term of this Agreement the following insurance policies:

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$5,000,000 each occurrence, and if written with an aggregate, the aggregate shall be double the each occurrence limit.

(2) Products-Completed Operations: Contractor shall procure and submit to City evidence of insurance for a period of at least three (3) years from the time that all work under this Contract is completed.

(3) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Code 1) with minimum limits of \$1,000,000 each accident.

(4) Professional Liability: Professional Liability insurance with minimum limits of \$3,000,000 each claim. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

(5) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

B. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(1) The insurance coverages required by Section (1) Commercial General Liability; and (3) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

(a) Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract.

Additional Insured Endorsements shall not:

- i. Exclude "Contractual Liability"
- ii. Restrict coverage to the "Sole" liability of contractor
- iii. Exclude "Third-Party-Over Action"
- iv. Contain any other exclusion contrary to the Contract

(b) Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) The policy or policies of insurance required by Section (5) Workers' Compensation shall be endorsed, as follows:

- i. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

C. Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

D. Evidence of Insurance

The Contractor, concurrently with the execution of this Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file

with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

E. Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

F. Contractual Liability

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

G. Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

H. Acceptability of Insurers

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 authorized to do business 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. Any other rating must be approved in writing in accordance with the City.

I. Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

J. Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

5.2 Indemnification. The Contractor shall defend, indemnify and hold harmless the City, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by City, arising from errors and omissions of Contractor, its officers, employees and agents, or arising out of or related to Contractor's performance under this Agreement, except for such loss as may be caused by City's sole negligence.

The Contractor shall also defend, indemnify and hold the City harmless from any claims or liability for City health and welfare, retirement benefits, or any other benefits of part-time or fulltime City employment sought by Contractor's officers, employees, or independent contractors, whether legal action, administrative proceeding or pursuant to State statute.

6. RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

6.4 Release of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that if the default is an immediate danger to the health, safety and general welfare, the City may take immediate action under Section 7.6 of this Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

7.5 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this

Agreement, to obtain injunctive relief, a declaratory judgment or any other remedy consistent with the purposes of this Agreement.

7.6 Termination Prior to Expiration of Term. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as the City's Contract Manager in his or her sole discretion determines is appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

7.7 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that the City shall use reasonable efforts to mitigate damages, and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed to City.

8. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

8.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any

other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

To Contractor:

CITY OF TUSTIN
300 Centennial Way
Tustin, CA 92780
Attention: City Manager

9.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

9.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

Dated: _____

"City"

CITY OF TUSTIN, a municipal corporation

By: _____

Jeffrey Parker
City Manager

APPROVED AS TO FORM:

David E. Kendig
City Attorney

"Contractor"

[NAME]

By: _____

Exhibit A
Proposal

Exhibit B
Request for Proposal

Exhibit C

Manner and Timing of Compensation



Managed Print Services

Exhibit A – Scope of Services

Exhibit B - Compensation

SCOPE OF SERVICES – EXHIBIT A

Contracted Vendor will provide the City of Tustin an MFP/Printer Maintenance service as described in, “Scope of Services” for all Equipment and OEM accessories herein referred to as “the Equipment” and locations as listed in Schedule A of this agreement.

A. SERVICES GENERAL TERMS AND CONDITIONS

- 1. ENTERPRISE PRINT SERVICES:** Provides Multi-Function Printers (MFPs) and Single Function Printers to meet the City of Tustin business requirements for Copying, Printing, Scanning and Faxing. Manage the implementation and all necessary support for the manufacturer authorized maintenance agreement and all associated leased or City of Tustin owned equipment and software listed on page one of the agreement or any attached Schedule (A) of Equipment thereto.
- 2. ADDITION OF EQUIPMENT:** City of Tustin will notify Contracted Vendor upon installation of any additional equipment at the City of Tustin site capable of using Contracted Vendor or Manufacturer Servicing Group supplied toner cartridges or consumable. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered billable per page volume for all purposes under this agreement.
- 3. REMOTE SUPPORT AND METER SOFTWARE:** Contracted Vendor a will remotely monitor and support the Equipment for more timely and accurate resolution of problems. The City of Tustin agrees to install Contracted Vendor or Manufacturer designated Meter Software that will automatically gather and send to Contracted Vendor Billing Department Meter Readings on a Pre-Scheduled Basis.
- 4. DOCUMENT VOLUME FLEXIBILITY:** If at any time after three months of system installation, the actual monthly output volume varies from any guaranteed minimum monthly document output volume, either upward or downward, we may request an adjustment in our guaranteed minimum monthly document output volume.

B. SERVICE LEVELS

- 1. MAINTENANCE.** Contracted Vendor will provide full coverage maintenance on all contracted equipment including, but not limited to, parts, service calls, and scheduled preventative maintenance support. The Contracted Vendor helpdesk will take all support calls and offer assistance over the phone via your remote diagnostic capabilities to get us up and running faster. Should an on-site technician be needed, an ETA will be provided with a courtesy follow up via phone.
- 2. INCLUDED SUPPLIES.** Contracted Vendor will provide all supplies required for image creation (excluding paper and staples). All supplies will be OEM unless noted in this agreement. Supplies will be shipped per City of Tustin request but may be limited to a quantity required based on prints generated under this agreement. Micr toner is excluded unless noted in this agreement.
- 3. BILLABLE SUPPLIES.** Staples, Paper and Micr toner may be ordered through Contracted Vendor on a pre-negotiated billable rate.



Managed Print Services

Exhibit A – Scope of Services

Exhibit B - Compensation

4. MINIMUM SERVICE RESPONSE TIMES/UPTIME GUARANTEE.

Response Time **4 Hours Maximum** (emergency service requests)

Repair Time 2 hours average

Minimum Uptime 97%

Maximum Downtime 3%

Response Time – Time measured from logging of service call until technician arrives on scene or clears by phone.

Repair Time – Time required for a technician to troubleshoot, diagnose and repair a copier measured from arrival on the scene to completion of call. This does not include time required for shipment of certain parts.

Minimum Uptime – Percentage of time machine is available for basic operation in comparison to hours of operation as determined by the City of Tustin.

Maximum Downtime – Percentage of time machine is unavailable for basic operation in comparison to the hours of operation as determined by the City of Tustin.

Emergency Service Request – Request for service when any of the three main functions is in operable. (Copy/Print/Fax) excludes preventative maintenance calls.

5. **AVAILABILITY OF SERVICE.** Contracted Vendor will provide emergency and preventative maintenance service calls during normal working hours (8:00 a.m. to 5:00 p.m.) daily except Saturday's, Sundays or holidays. Holidays consist of: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after, and Christmas Day.
6. **SERVICE LOANER.** If the main copy/print engine is deemed inoperable and Manufacturer authorized service personnel is unable to correct the problem within 16 working hours, we may request a loaner of similar or upgraded features at no additional cost until our main copy/print engine is repaired.
7. **UPTIME GUARANTEE** - Uptime Guarantee - your maintenance procedures shall be designed to average up to a 97% uptime, but in the event the mainframe provided is not operational (excluding preventive maintenance and operator preventable calls) during any 60 day period, Contracted Vendor will request a loaner of similar and upgraded features at no additional cost until your mainframe is repaired.
8. **REPLACEMENT GUARANTEE** –If the Contracted Vendor is unable to repair a problem, you shall, at our request, replace it without charge with an identical model or, at the option of manufacturer, with a machine with comparable features and capabilities.
9. **QUARTERLY REVIEWS.** Contracted Vendor will schedule an on-site meetings at the City of Tustin at least once per quarter, but not more than once per month to review the performance, usage trends and equipment service levels.

C. SCOPE OF SERVICES

1.0 BACKGROUND

The Contracted Vendor will be responsible for providing new convenience copying, print and multifunction devices. All recommended hardware, software, and systems must be pre-approved and installed by the City of Tustin for a minimum term of five (5) years.

The Contracted Vendor, based upon the awarded optimization plan, will be responsible for providing MFP / Printers and single function printers to the City of Tustin that will provide convenience copying and printing services to meet the specifications outlined in RFP.



Managed Print Services

Exhibit A – Scope of Services

Exhibit B - Compensation

The City of Tustin will not guarantee any minimums for print volumes. Click charges will be billed monthly based on actual usage in arrears. All equipment (including replacements) will be covered for maintenance, parts, and supplies for the duration of the contract term. Paper and staples may be excluded from the click charges.

2.1 CONTRACTED VENDOR PERFORMANCE AND TECHNICAL REQUIREMENTS

- a) If the Contracted Vendor is unable to repair any covered device they will, at the City of Tustin request, replace any piece of equipment or software, without charge, with an identical model/version or, at the option of the Contracted Vendor, equipment or software applications with comparable features and capabilities during the entire term of the Contract.
- b) The Contracted Vendor will, at no additional cost, perform installations, removals, relocations, network connections/disconnections, hardware and/or software installations and/or removals, providing parts, supplies, and maintenance. The City of Tustin will pay only additional monthly costs for added equipment pre-approved and not any direct or indirect costs, including, but not limited to, finance charges, early termination charges, installation charges, removal charges, network hook-up charges, freight charges, gas surcharges, moving charges, "buy-out" cost, "trade-up" or "trade-down" costs, that result from any additions/deletions, upgrades/downgrades, or changes.
- c) The Contracted Vendor shall, at no additional cost, recommend methodologies to improve the efficiency and effectiveness of the City of Tustin print environment at the Cities request. Should the Contracted Vendor perform assessments, any monitoring software or hardware necessary to conduct these assessments must be approved by the City of Tustin in advance.
- d) The Contracted Vendor shall, at no additional cost, be prepared to address any equipment or network security concerns raised by the City of Tustin.
- e) The Contracted Vendor will, at no additional cost, provide a recycling/disposal program for all equipment, parts, and supplies.
- f) The Contracted Vendor will, at no additional cost, provide any upgrades or retrofits, offered or available, including hardware and software (e.g. updates, security patches, etc.), for all equipment during the term of the Contract.
- g) The Contracted Vendor will, at no additional cost, submit quarterly maintenance or upon request, service history and preventative maintenance reports for all equipment. The reports will include equipment uptime, service response time, nature of problem call, equipment utilization/costs, supply consumption, mean time/copies between service calls, etc. Contracted Vendor and The City of Tustin may periodically refine the reports.
- h) The Contracted Vendor will, at no additional cost, be available for monthly and quarterly meetings to review problems and opportunities (e.g. cost reduction initiatives, improving performance, etc.) regarding this Contract.
- i) The Contracted Vendor shall be authorized by the original equipment manufacturer (OEM) to service the equipment during the entire term of the Contract.
- j) The Contracted Vendor service technicians must be OEM trained and certified during the entire term of the



Managed Print Services

Exhibit A – Scope of Services

Exhibit B - Compensation

Contract.

- k) The Contracted Vendor will only use only OEM genuine or OEM approved parts and supplies to maintain the equipment and the Contracted Vendor must have same-day or next-day delivery for parts and supplies, with the parts delivered to the City or brought in by a service technician.
- l) The Contracted Vendor will, at no additional cost, perform OEM approved equipment maintenance, including preventative maintenance for all MFP / Printer and single function printers, at least once per year.
- m) The Contracted Vendor will be solely responsible for obtaining and furnishing quarterly meter counts for all equipment. Meter counts must be accomplished at no additional cost and without the City of Tustin staff intervention or inconvenience.
- n) The Contracted Vendor will, at no additional cost, provide live training, re-training, and live technical support for all equipment during the term of the Contract.
- o) The Contracted Vendor will provide, at no additional cost, a live person, toll-free phone line to place service calls, order parts and supplies, and provide technical support.
- p) The Contracted Vendor will, at no additional cost, respond to all emergency service requests within two hours and begin repairs within four hours unless other arrangements are made.
- q) The Contracted Vendor shall, at no additional cost, have a 24-hour toll-free phone support for the hardware and software issues, as well as available on-site technical support from 8:00 a.m. to 5:00 p.m.
- r) The Contracted Vendor shall provide, at no additional cost, access to a web-based online reporting and tracking system. This tool should have a service call module to track problems from inception to completion and to provide activity reports. This tool should also include an asset management component to manage the locations and IP addresses of the devices.
- s) The Contracted Vendor shall, at no additional cost, provide the ability to view invoices on-line via a secure customer portal.

3.1 DISASTER RECOVERY/BUSINESS CONTINUITY REQUIREMENTS

- a) In the event of a disaster, whether natural or man-made, the Contracted Vendor will furnish the City of Tustin with specified (numbers and types) printing equipment to designated recovery locations within 24-hours of notification. All equipment will be fully assembled, delivered (drop shipped), and installed to working condition with a minimum of five reams of paper, one set of consumables, manuals, and drivers.
- b) The cost of the equipment and consumables will be at the Contract rates then in effect. If there are no Contract rates, the rates charged will not exceed the current rates being charged by the Contracted Vendor to other government agencies.

4.1 CONVENIENCE COPYING AND MULTIFUNCTION PRINTER REQUIREMENTS

- a) All MFP's must be capable of copying, printing, faxing, and scanning.



Managed Print Services

Exhibit A – Scope of Services

Exhibit B - Compensation

- b) All MFP / Printers must be capable of duplexing.
- c) All MFP's must offer print around functionality to eliminate potential printing bottlenecks. If a user requests a missing resource (i.e., staple cartridge, empty or missing legal paper and stylus pens) other jobs will continue processing and printing until the missing resource is supplied.
- d) All MFP's must be capable of scan-to-file, scan-to-desktop, scan- to-fax, scan-to-email, scan-to-server, and scanning to USB. Scanner must interface with Active Directory and authenticate users based on AD credentials. Scan to Email functions must call our current email address book from AD/Exchange.
- e) All MFPs must be color capable for both printing and scanning.
- f) All MFPs must have auto size sense: automatically sense the size of the document and output onto correct paper.
- g) All MFP / Printers must be network ready.
- h) All MFP / Printers connected to the City of Tustin network, will permit the user to scan a document and send it as a searchable PDF or TIFF or JPEG with a memory of at least 2.0 gigabytes and a hard disk drive of at least 80 gigabytes.
- i) All MFP / Printers will have Digital Mailbox capability at the device and provide document security access.
- j) All MFP's will have on display or pull out keyboards for enhanced scanning integration.
- k) All MFP's shall utilize an encrypted hard drive for print, scan, and fax jobs.
- l) All MFP's shall employ image overwrite capability (with scheduling option) that can be applied to the entire spooling area of the hard disk drive.
- m) All MFP's must have picture step-by-step instructions to clear paper jams.
- n) The Contracted Vendor must, at no additional cost, provide the City of Tustin software that provides, at a minimum, the following: (1) remote monitoring of MFP / Printer status and supplies, (2) tracking usage and costs of the MFP / Printer, (3) reporting capabilities accessible to the City of Tustin staff via web or cloud services.



Managed Print Services

Exhibit A – Scope of Services

Exhibit B - Compensation

COMPENSATION – EXHIBIT B

The City of Tustin will pay a no minimum monthly per page charge for all prints made during the previous billing cycle at the rates indicated per category or device as follows:

Equipment Type	Meter Type	Volume Range	BW Cost Per Page	Color Cost Per Page
A3 Copier Based MFP's		00 to 00	\$.00000	\$.00000
A4 Printer Based MFP's		00 to 00	\$.00000	\$.00000
BW Desktop MFP's / Printers		00 to 00	\$.00000	\$.00000
Color Desktop MFP's / Printers		00 to 00	\$.00000	\$.00000

6.1 BILLING REQUIREMENTS.

- a) The Contracted Vendor shall provide expense monitoring and monthly billing for the usage of each MFP/printer with associated location and department. The monthly billing shall include a Microsoft Excel version for internal analysis.
- b) The Contracted Vendor shall, at no additional cost, deliver all documentation relating to the services provided under this Agreement. At a minimum, this shall include:
 - OEM toner and ink cartridges (remanufactured cartridges are not acceptable).
 - Maintenance kits and parts as required.
 - Hardware and software specifications for any monitoring system utilized.
 - Technical diagrams of how hardware and software is connected to the City of Tustin's network and any external connections (e.g., Internet, telco lines, etc.) required.
 - Printer drivers, user manuals and warranty information for any replacement printers or devices.
 - Escalation procedures and contact numbers.