



TOWN OF LOS GATOS

REQUEST FOR PROPOSALS

**MULTIFUNCTIONAL PRINTER (MFP) REPLACEMENT,
MANAGEMENT, AND MAINTENANCE SERVICES**

Date Issued: August 1, 2023

**Proposal Submittal Deadline:
Friday, September 8, 2023 by 5:00 p.m.**

Issued By: Town of Los Gatos
Finance Department
110 E Main Street
Los Gatos, CA 95030
www.losgatosca.gov

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Request for Proposals
MFP Replacement, Management, and Maintenance Services

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- ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER’S
COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE
(FOR SUBMITTAL)
- ATTACHMENT 5 - STANDARD CONSULTANT SERVICES AGREEMENT

Schedule of Activities: The Town reserves the right to amend the schedule below as necessary.

<u>Activity</u>	<u>Anticipated Dates</u>
RFP release	08/01/23
Site Inspection	08/09/23
Proposal Submission Deadline (5:00 p.m.)	09/08/23
Selection Panel Review of Proposals & Vendor Presentations	Week of September 11, 2023
RFP Award Date	Week of September 18, 2023
Delivery and Installation	Week of October 30, 2023

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Town's Contact: For all questions related to the RFP, email the Town's Contact listed below:

Gitta Ungvari
Finance Director
Town of Los Gatos
Finance Department
110 E. Main Street
Los Gatos, CA 95030
408-354-6805
gungvari@losgatosca.gov

MULTIFUNCTIONAL PRINTER (MFP) REPLACEMENT, MANAGEMENT, AND MAINTENANCE SERVICES

Proposals Due: Friday, September 8, 2023 by 5:00 P.M.

Proposers may view and download this RFP electronically from the Town’s website at <https://www.losgatosca.gov/2432/Requests-for-Proposals>. The Proposers are responsible for checking the Town’s website for any updates and addenda related to this RFP. For any questions or assistance, please reach out to the Town’s contact: gungvari@losgatosca.gov.

A. Purpose

The Town of Los Gatos is requesting proposals to secure a qualified contractor to provide multifunctional printer (MFP) replacement, maintenance, and management services. The Town desires to develop a strong partnership with a MFP managed services provider that will assist in achieving the following objectives:

- Create and implement an optimization and standardization roadmap for the Town’s copiers, printers, faxes, scanners (output fleet)
- Reduce the Town’s total cost of ownership regarding output fleet throughout the Town Departments
- Improve customer service
- Increase the Town’s “Green Footprint”
- Evaluate and recommend document flow improvements
- Minimize downtime and maintenance calls

B. Overview

The Town of Los Gatos is nestled at the base of the Sierra Azules, and is located approximately 60 miles south of San Francisco, in the southwestern portion of Santa Clara County where the Santa Clara Valley meets the lower slopes of the Santa Cruz Mountains. This beautiful setting is home to approximately 30,000 people, a diverse economy, and excellent schools.

Over 3,000 businesses serve the residents and act as a destination point for visitors who are attracted to its restaurants, hotels and variety of shops within a pedestrian oriented downtown setting. The Town is also an inclusive community with the full mix of ages, family sizes and

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incomes. Los Gatos has many parks and greenbelt areas, as well as a vibrant downtown area, with Downtown Los Gatos listed on the National Register of Historic Places.

The Town operates one Civic Center, one Police Operations building, one Service Center, and one Library and employs approximately 150 personnel.

C. Minimum Qualifications

The Town is seeking proposals from Proposers with the following minimum qualifications with work experience within the greater San Francisco Bay Area:

1. All persons or firms must demonstrate multifunctional printer (MFP) replacement, maintenance, and management services experience. If a firm applies, all key personnel must be identified and each must meet the qualifications set forth in this RFP.
2. Proposers must demonstrate hands-on experience related to multifunctional printer (MFP) replacement, maintenance, and management services.
3. Proposers should have strong communication skills and the ability to communicate effectively with diverse populations.
4. Proposers need to demonstrate that they have no connection to the Town and its staff that may have an impact upon performance of services.
5. All proposers need to provide at least three references.

Furthermore, Proposers shall also comply with the following provisions:

1. Each Proposer is responsible for determining and complying with all applicable Town business licensing requirements.
2. Each Proposer is responsible for determining and complying with all applicable professional licensing requirements.

D. General Provisions and Requirements

1. The Consultant must possess the required licenses to perform the services in the State of California.
2. Questions related to the contract administration matters should be directed to the Town's Contact at gungvari@losgatosca.gov.
3. The Consultant shall maintain any key personnel throughout the entire duration of services; and therefore, the Consultant shall conduct their business in a professional

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manner to schedule and support their personnel to provide the scope of services in a timely and professional manner. The Town must approve of any key personnel changes in advance through personnel qualifications review and oral interviews with Town staff.

4. The Consultant shall verify that all information submitted to the Town is up to the Consultant's professional standards and satisfaction. Note and report any discrepancies observed in the course of professional activities covered by the services.
5. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, etc. unless otherwise specified.

E. Scope of Services

The Town of Los Gatos intends to replace equipment as needed to meet current multi-functional printer needs through a lease for multiple years with buy-out provisions and a separate agreement to maintain the copiers with the most favored customer pricing. The Town is also considering incorporating optional equipment into the lease including a folding machine. The proposal should include costs assigned to each copier and calculations for a 5-year lease. The Town is looking for a cost per copy agreement for both color and black/white units. The Town is also willing to review existing negotiated agreements with other local government agencies that are eligible for "piggybacking."

The Town of Los Gatos will consider a multifunctional printer management services agreement covering all copiers and printers. It is anticipated that such an agreement will involve an evaluation of the current equipment and platforms and will allow for incremental inclusion of existing and new equipment over a term to be negotiated. A needs analysis should look at usage and monthly volume across all platforms; printing and copying as well as color and black output to maximize efficiency and reduce costs by evaluation what changes will best serve the Town's needs with the proper equipment. The proposal should briefly describe any related costs, if any, time requirements to conduct the analysis, and your experience in generating cost savings.

The Town is open to recommendations for optimization of the copier/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 printers (leased, purchased through vendor, purchased direct by Town, service provided with consumable purchases, etc.).

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Copier/printer system goals:

- Improve efficiency in resources and costs
- Reduce copying and printing costs
- Improve customer support and ease of administration
- Lessen environmental impact
- Educate users on costs and environmental impacts of print job choices
- Minimize downtime and maintenance calls

A pre-submittal walk-through will be held on August 9th, 2023 to allow the opportunity to clarify any specifications included in the RFP. Also, prospective contractors/vendors will be able to measure the room dimensions to ensure proposed equipment will fit. Pictures will be provided of Police Department areas.

COPIER MINIMUM STANDARDS

All copiers supplied will be U.L. approved, ENERGY STAR compliant. New copiers will not have been used since manufacture. Demonstrator copiers are considered used and should be noted as such for this proposal. In addition, all copiers supplied at the time of initial installation will be current models of modern technology using dry toner and in current production.

In response to this RFP, all proposals must include complete descriptive literature showing specifications of equipment offered. Literature may be submitted in the form of brochures. Literature must contain information on electrical and space requirements, as well as provide the dimensions of the copiers with and without optional features. Measurements include maximum widths, with finishers/sorters and paper cassettes attached. Copiers must be able to produce clean, acceptable images using a minimum of 30% post-consumer waste recycled paper made for xerographic purposes. All services and merchandise must comply with safety orders of the California Department of Industrial Relations and Cal/OSHA (California/Occupational Safety and Health Administration).

Each copier provided by the successful contractor must perform the intended functions to operate satisfactorily and to produce acceptable copy quality for a minimum of 96% of the time between 8:00 a.m. and 5:00 p.m. Monday thru Friday, excluding Town recognized holidays, averaged over a consecutive three-month period. Preventative maintenance time shall not be included in the minimum; however, repair time shall be included.

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Any copier or feature that does not meet the 96% measurement for any three consecutive month periods shall be replaced. Such replacements will be at no-charge. This performance guarantee shall apply for a three-year period beginning with the delivery/acceptance date of the equipment. Failure to meet the 96% uptime standard as required will cause the Town to take a service credit and withhold that amount from invoices owed the vendor. The service credit shall be \$50.00 per hour for each hour below 96% uptime.

INFORMATION SYSTEMS / SETUP

The Town's Information Technology staff will not fully manage this conversion to new copiers, so the awarded contractor shall provide a project manager to oversee this project from beginning to end. The project manager shall, while meeting onsite with Town IT Staff:

- Download/furnish from manufacturer, the very latest 32 bit and 64-bit drivers for each device
- Setup drivers on 64-bit print servers furnished by Town
- Configure drivers fully for optimum functionality, defaulted to black and white
- Setup scanning ability for color and black/white PDF and JPG
- To existing ftp / windows server shared folders
- To LDAP list of employees for emailing scans from the printer/scanner

Copier drivers are set up on a print server in the Information Technology computer room. All copiers use both PCL and postscript drivers, which are defaulted to black and white to save printing costs. The Town also requests active directory integration. Copiers have the ability to scan and the Town prefers scanning to network folders, and e-mail, over scanning to the copier's hard drive. This requires less administration and provides a central location for files to be cleaned and backed up. A successful proposal will also include options for complete setup of printer management systems for all Town Departments. These printer management systems would:

- Provide printer management and automatic deployment without the need for windows print servers, scripts, or Group Policy Objects (GPOs)
- Provide accounting reports per user for black and white, and color print counts separately
- Provide wireless printing (optional)

The successful vendor is required to work with Town of Los Gatos Information Technology to coordinate configurations and protocols.

COPIER CODES FOR DEPARTMENT USE

The Town of Los Gatos uses Department codes to account for prints/copies to operating Departments. Copiers are required, unless specifically waived, to be capable of holding up to 25, five-digit print/copy codes and the Town of Los Gatos requires an Excel spreadsheet to coincide with the billing for these print/copies.

DISPOSITIONS OF CURRENT AND FUTURE EQUIPMENT

The contractor shall remove and dispose of all current and future equipment being replaced under this new agreement in accordance with the terms of the expiring agreement. All hard drives of current and future equipment shall be erased and removed as appropriate and destroyed in a manner acceptable to the Town of Los Gatos's IT Department.

WARRANTY

Include a complete warranty statement for the equipment proposed.

ENVIRONMENTAL SUSTAINABILITY

During the term of the agreement with the Town and any extension(s) of the term, the selected contractor must agree that its products will be compliant with the following environmental specifications:

- Complies with EPA ENERGY STAR Program, and equipped with reasonable recovery time from ENERGY STAR power management modes;
- Has a clear process for returning used cartridges to the contractor and how the Town will receive new and standby cartridges;
- Does not use wet process technology;
- Is designed for remanufacturing and reuse of parts;
- Contains materials made with recycled content.

CUSTOMER SUPPORT SERVICES

Certain offices of the Town operate twenty-four hours per day, seven days per week; however, most offices operate on a Monday through Friday, 8:00 a.m. – 5:00 p.m. schedule. The successful proposer must provide ongoing telephone support regarding the use of the

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equipment to department end users and IT staff. The vendor will be required to provide a contact name and phone numbers for its support and services staff.

A proposer should indicate whether there is an availability of a webpage or support portal where maintenance and/or repair service support calls or tickets are logged and easily filtered and summarized.

REGULAR AND PREVENTATIVE MAINTENANCE AND SUPPLIES

Coverage offered in each instance, is to be a full-service maintenance contract which includes all developer, toner, fuser, oil, drums, repair parts, labor and preventative maintenance service. Machines furnished will not be eligible for removal from maintenance coverage until after 5 years of life from the date of installation. The vendor must provide the manufacturer's notices of discontinuing the product of any model furnished hereunder. The equipment must not require preventative maintenance and repairs.

SERVICE REQUIREMENTS

The successful contractor will be required to provide preventative and remedial maintenance service during the Town's normal business hours 8:00 a.m. through 5:00 p.m. except on Town holidays to keep the equipment in good working order. Preventative maintenance will be based on the specific needs of the equipment as determined by the manufacturer. On-call remedial maintenance will be performed on an as needed basis as determined by the Town of Los Gatos. An adequate inventory of spare parts must be kept by the contractor to be available for repairs necessary to keep the copiers operating. All maintenance will be performed by fully factory trained technicians.

LOANER

If during a repair call it is determined that a copier cannot be repaired within 48 hours of the time a repair call is placed, another copier of like size and features is to be supplied at no cost other than the contract service/maintenance per copy charge in effect at the time.

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RESPONSE TIME

Failure to respond as required will cause the Town of Los Gatos to take service credit and withhold that amount from invoices owed the vendor. The service credit shall be \$50.00 per hour.

ACCEPTANCE

Delivery is not to be considered complete until:

- The equipment is completely delivered in the configurations as ordered.
- The equipment has been properly installed and made ready for use by the contractor's trained personnel.
- Training has been properly provided to the personnel at the delivery sites.
- The responsible representatives of the sites accepting delivery sign and date an acceptance certificate indicating the above conditions have been met. A signed bill of lading or delivery receipt is not acceptable.

INVOICING

The contractor shall prepare one monthly invoice for all equipment and shall include:

- Invoice date and number
- Purchase Order Contract Number
- Locations, Make, Model and Serial Number
- Number of copies invoiced by account code
- Current and previous reading
- Date of meter reading

Invoices shall be submitted to:

Town of Los Gatos
Accounts Payable
PO Box 655
Los Gatos, CA 95031

USER TRAINING

The proposal must include at least one-half hour of training for Town employees for each machine to be completed annually, if needed, for the five year contract term.

PRICE ANALYSIS

The price analysis will include but not be limited to purchase price, all-inclusive maintenance and supplies costs, warranty period, and equipment standardization. Please note that one of the Town's goals is to reduce printer/copier fees; however, cost is not the only factor on which proposals will be evaluated. The Town is looking for base model pricing with add-on optional features and costs noted. Please note if a feature is standard, optional or not available. Proposers are welcome to present additional price analysis worksheets for the evaluation team to review.

The Town requests that all proposals include:

- A description of the methodology to be used, if any, to evaluate the current copier and printer program and describe any and all costs related to the program.
- A suggested work schedule.
- A complete description of the qualifications of the staff team and the firm's demonstrated experience in effectively reducing copier and printer costs.
- The firm's experience in copier and printer managed services.
- A description of the proposed implementation plan and address the change and coordination in support vendors.

RELOCATION

A copier may be relocated (after initial installation) one time per five-year period at no charge to the Town of Los Gatos. Thereafter, if the same copier is relocated, it will be at the contractor's current published rate, if the contractor performs the move. This does not include copiers replaced or upgraded.

F. Proposal Format and Submittal 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 submitted. Any misinterpretation of the requirements is solely that of the proposer's.

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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 separate volume. The Town will review and consider all material submitted but will concentrate on the material that directly addresses the Town's stated needs.

Proposals must include in the following, specified order:

A. COVER LETTER

The cover letter should include the title of this RFP; name and mailing address of firm; contact person, telephone number, fax number and email address.

B. PROJECT UNDERSTANDING AND PLAN

Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing the firm's understanding of the services requested in this RFP, the firm's general approach and any major challenges to achieving the Town's stated goals. Include any issues that will require special considerations for this project. Also identify any unique approaches or strengths that the firm may have related to this project. Town staff will assess the firm's understanding of all aspects of the project based on the overview.

Provide a detailed discussion of the firm's approach to the successful implementation of this project. Include thorough discussions of methodologies that are essential to accomplishing this project. Include a proposed work schedule to complete all the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training, or installation services required.

C. FIRM PROFILE AND EXPERIENCE

Include profile of the firm including firm history and structure; firm corporate office and local office locations; and profiles of at least three representative projects that best demonstrate the firm's qualifications and experience applicable to the services, knowledge of the local environment, and record of success as measured by client satisfaction. If possible, these representative projects should be for a municipal entity within the last five years and utilize same brand equipment as being proposed for use in the Town of Los Gatos.

The firm's profiles of the representative projects will be used as references and therefore shall identify the client contact persons with telephone numbers, and services provided by the firm.

D. COST PROPOSAL

Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in the project plan. Define any reimbursable expenses requested to be paid by the Town. Cost proposals shall include costs for all devices needed by the Town. Vendors are encouraged to propose additional device features that will benefit the Town. However, cost for any additional features proposed must also be included in the cost proposal as optional.

E. 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 how the firm will handle and recycle cartridges, toner, and recyclable parts.

F. CONFLICT OF INTEREST

The proposal must include the name of entities associated with the firm and any associated service provider who may have a conflict of interest with any activity of this RFP. Provide details and reasons. Firms/service providers are subject to disqualification based on conflict of interest as determined by the Town of Los Gatos.

G. EXCEPTIONS

Describe all proposed exceptions, alterations, or amendments to the scope of services or other requirements of this RFP. The nature and scope of the proposed exceptions may negatively affect the evaluation of the submittal and the Town's determination of whether it is possible to successfully negotiate a contract with the firm.

G. Evaluation Process

Award of the RFP shall be made to the responsible and responsive proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the Town.

The successful proposer will enter into a contract with the Town incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the Town may consider the next most qualified proposer. The Town shall be the sole judge as to the successful proposer. The Town reserves the right to split

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the award of any contract to replace copiers, copier services and/or copier and printer management and maintenance services.

The Town 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 Town. This RFP does not commit the Town 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.

SELECTION PANEL

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

SPECIAL CONSIDERATIONS

- **Public Records:** All proposals submitted in response to the RFP become the property of the Town and are subject to release under the California Public Records Act and may be subject to public review.
- **Right to Cancel:** The Town reserves the right to cancel, in part or in its entirety, this RFP. If the Town cancels or revises this RFP, the Town will notify all proposers in writing.
- **Additional Information:** The Town reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.
- **Insurance Requirements, Permits, Licenses, Agreement:** The successful firm shall maintain in force at its own cost at all times during the performance of the assignment insurance. If the firm cannot or will not provide insurance as identified, the Town will not contract with the firm
- **Contractual Requirements:** The successful firm will be required to enter into a contract with the Town using the Town's Standard Agreement for Services. Provisions include, but are not limited to, indemnification, insurance requirements, applicable compliance to ordinances, laws, regulations, and licenses, Town business tax licenses and other

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terms and conditions. If a firm is not prepared to accept the terms of this Agreement, the firm should not submit a proposal. No changes will be made to the general contract requirements.

- **Waiver:** By submitting a response to this RFP, each proposer expressly waives any and all rights it may have to object to, protest, or seek legal remedies whatsoever related to any aspects of this RFP, Town's selection of consultant or rejection of any or all responses.

H. Additional Information

1. **Reservation of Rights.** The Town reserves the right to accept or reject any or all proposals, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the RFP. The Town also reserves the right to accept or reject any individual subconsultant that a candidate proposes to use. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the Town and the Proposers. The Town's standard form of consultant agreement will form the basis of the contract between the parties.
2. **Proposer's Costs.** Each Proposer responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Town and all presentations, related costs, and travel expenses, including but not limited to vehicle miles, vehicle rentals, flights, transit fares, and meals, are at the Proposer's sole expense. The Town shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the Town.
3. **Communicating with Town.** If you have any questions regarding this RFP, please communicate with the Town's Contact:

Gitta Ungvari
Finance Department
Town of Los Gatos
110 E Main Street, Los Gatos CA 95030
gungvari@losgatosca.gov
408-354-6805

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The Town's sole point of contact for this RFP shall be the Town's Contact who shall administer the RFP process. All communications shall be submitted in writing and shall specifically reference this RFP (identify in the subject line). Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. No contact with other Town staff, Town council members, or any other public official concerning the Project during the RFP process is allowed. A violation of this provision may result in the disqualification of the consultant.

4. **Public Record.** All responses to this RFP become property of the Town and will be kept confidential, subject to the requirements of the California Public Record Act, until a recommendation for award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 6250 et seq). Unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, or any other written communication between the Town and any Proposer, and between Town employees or consultants, regarding the procurement, shall be available to the public. In any event, the Town shall have no liability to Proposer for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the Town to withhold information in violation of the California Public Records Act or other laws.
5. **Equal Opportunity.** The Town hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.
6. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the contract. Legal action may be instituted only in the Superior Court of the County of Santa Clara, State of California, or in the Federal District Court in the Northern District of California.

7. **Adherence to All Local, State, and Federal Laws and Requirements.** The Proposer shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction relevant in any way to the Proposer's scope of work.

I. Attachments

The following attachments are incorporated into the Request for Qualifications:

- ATTACHMENT 1 – CONFLICT OF INTEREST STATEMENT (FOR SUBMITTAL)
- ATTACHMENT 2 – NON-COLLUSION DECLARATION (FOR SUBMITTAL)
- ATTACHMENT 3 – REFERENCES (FOR SUBMITTAL)
- ATTACHMENT 4 – STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S
COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE (FOR
SUBMITTAL)
- ATTACHMENT 5 – SAMPLE CONSULTANT SERVICES AGREEMENT (INFORMATION)

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

MULTIFUNCTIONAL PRINTER (MFP) REPLACEMENT, MANAGEMENT, AND MAINTENANCE SERVICES SERVICES

The undersigned declares:

I/We _____ (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under

the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Proposer Name (Person, Firm, Corp.) Title of Authorized Representative

Address Name of Authorized Representative

City, State, Zip

(Date) (Signed)

ATTACHMENT 2 – NON-COLLUSION DECLARATION

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

MULTIFUNCTIONAL PRINTER (MFP) REPLACEMENT, MANAGEMENT, AND MAINTENANCE SERVICES SERVICES

The undersigned declares:

I am the _____ [Insert Title] of _____, [Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from responding. All statements contained in the proposal are true.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

By: _____

Name: _____

Title: _____

ATTACHMENT 3 - REFERENCES

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL
MULTIFUNCTIONAL PRINTER (MFP) REPLACEMENT, MANAGEMENT, AND MAINTENANCE SERVICES
SERVICES**

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

1. _____

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount

Description of services performed including costs.

2. _____

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount

Description of services performed including costs.

3. _____

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount

Description of services performed including costs.

I hereby certify that the Proposer performed the work listed above.

Signature of Proposer

Name

Date

**ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION
INSURANCE ACKNOWLEDGMENT CERTIFICATE**

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

**MULTIFUNCTIONAL PRINTER (MFP) REPLACEMENT, MANAGEMENT, AND MAINTENANCE SERVICES
SERVICES**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTACHMENT 5 – SAMPLE CONSULTANT SERVICES AGREEMENT

[ATTACHED BEHIND THIS PAGE]

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on _____(DATE) by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and _____ NAME OF COMPANY, ("Consultant"), whose address is _____ ADDRESS OF COMPANY. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide multifunctional printer (MFP) replacement, maintenance, and management services.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on (DATE), which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from _____ to _____. Consultant shall perform the services described in this agreement as follows: multifunctional printer (MFP) replacement, maintenance, and management services.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits

prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$XXXX**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for

performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its elected and appointed officials, employees, and agents, are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the automobile or professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its elected and appointed officials, employees, and agents, shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officials, employees, and agents.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town, its elected and appointed officials, employees, and agents, from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing the work described in this contract.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law and Venue. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

CONSULTANT NAME
Attn:
ADDRESS

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

Laurel Prevetti, Town Manager

Recommended by:

XXXXXXXX

Printed Name and Title

Approved as to Form:

Gabrielle Whelan, Town Attorney