



**MAY 2, 2018**  
**CITY COUNCIL CHAMBERS**  
**3:30 P.M. Closed Session; 4:30 P.M. Regular Session**  
**201 N. Broadway, Escondido, CA 92025**

MAYOR	<b>Sam Abed</b>
DEPUTY MAYOR	<b>John Masson</b>
COUNCIL MEMBERS	<b>Olga Diaz</b> <b>Ed Gallo</b> <b>Michael Morasco</b>
CITY MANAGER	<b>Jeffrey Epp</b>
CITY CLERK	<b>Diane Halverson</b>
CITY ATTORNEY	<b>Michael McGuinness</b>
DIRECTOR OF COMMUNITY DEVELOPMENT	<b>Bill Martin</b>
DIRECTOR OF ENGINEERING SERVICES	<b>Julie Procopio</b>

**ELECTRONIC MEDIA:**

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



# Council Meeting Agenda

**May 2, 2018  
3:30 P.M. Meeting**

**Escondido City Council**

## **CALL TO ORDER**

**ROLL CALL:** Diaz, Gallo, Masson, Morasco, Abed

## **ORAL COMMUNICATIONS**

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

## **CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)**

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
  - a. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp  
**Employee Organization:** Maintenance & Operations, Teamsters Local 911
- II. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
  - a. **Case Name:** City of Escondido v. Pacific Harmony Grove Development et al.  
**Case No:** 37-2016-00010237-CU-EI-NC

## ADJOURNMENT



# Council Meeting Agenda

**May 2, 2018  
4:30 P.M. Meeting**

**Escondido City Council**

## **CALL TO ORDER**

### **MOMENT OF REFLECTION:**

*City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.*

### **FLAG SALUTE**

**ROLL CALL:** Diaz, Gallo, Masson, Morasco, Abed

## **ORAL COMMUNICATIONS**

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

## CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **[APPROVAL OF MINUTES: Regular Meeting of April 18, 2018](#)**

4. **[APPROVAL OF PUBLIC SERVICE AGREEMENT WITH KYOCERA DOCUMENT SOLUTIONS AND A PUBLIC SERVICE AGREEMENT WITH IMAGE SOURCE -](#)**

Request the City Council approve authorizing the Mayor and City Clerk to execute two Public Service Agreements: 1) an agreement with Kyocera Document Solutions for a period of five years in the amount of \$305,779, to provide hardware and service throughout City facilities; and 2) an agreement with Image Source for a period of five years in the amount of \$132,850, to provide service and supplies to the printing fleet throughout City facilities.

Staff Recommendation: **Approval (Information Systems Department: Robert Van De Hey)**

RESOLUTION NO. 2018-68

5. **[BUDGET ADJUSTMENT TO FUND STORM DRAIN MAINTENANCE -](#)**

Request the City Council approve a Budget Adjustment transferring \$112,000 from the Permitted Channel Maintenance and Mitigation Capital Improvement Project (CIP #807502) to the Citywide Storm Drain Maintenance (CIP #807601) to fund required storm system maintenance activities to be performed prior to the end of Fiscal Year 2017-18.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

6. **[CONTINUING EMERGENCY REPAIR OF A HEATING, VENTILATION AND AIR CONDITIONING \(HVAC\) PIPELINE FOR THE CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO -](#)**

Request the City Council approve declaring that, pursuant to Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue emergency repairs involving a damaged hot water pipeline that is preventing use of the California Center for the Arts, Escondido (CCA) HVAC system. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: **Approval (City Manager's Office: Jay Petrek)**

RESOLUTION NO. 2018-67

7. **[UPDATE AND BUDGET ADJUSTMENT FOR CONTINUING EMERGENCY REPAIR OF FIVE SECTIONS OF ESCONDIDO SEWER PIPELINE: HALE AVENUE UNDERPASS OF I-15, KIA DEALERSHIP PARKING LOT, SOUTH HALE AVENUE, CASA GRANDE MOBILE ESTATES, AND GREEN TREE MOBILE HOME ESTATES -](#)**

Request the City Council approve declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds that there is a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue and approve a budget adjustment of \$2,000,000, from the Wastewater Operating Fund to Sewer Pipeline Replacement (CIP #807704) to fund the emergency main repairs. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2018-69

- 8. AUTHORIZE REDUCTION IN TAXICAB LIABILITY INSURANCE REQUIREMENTS -**  
Request the City Council approve amending Chapter 26, Article 2, Section 26-45(a)(2) of the Escondido Municipal Code that reduces the comprehensive general and auto liability insurance requirements for Taxicabs from \$1,000,000 to \$350,000.

Staff Recommendation: **Approval (City Attorney's Office: Michael R. McGuinness)**

ORDINANCE NO. 2018-10 (First Reading and Introduction)

## **CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)**

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

## **PUBLIC HEARINGS**

- 9. PUBLIC HEARING FOR CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ZONES 1-38 -**

Request the City Council receive input from the property owners in Zones 1-38 of the City of Escondido Landscape Maintenance Assessment District on the proposed budget and assessments for Fiscal Year 2018/2019. No Council action is required.

Staff Recommendation: **Receive Public Input (Engineering Services Department: Julie Procopio)**

**THIS ITEM HAS BEEN CONTINUED TO MAY 23.**

## **CURRENT BUSINESS**

- 10. 2018 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY -**

Request the City Council receive and file a presentation on the updated 2018 Comprehensive Economic Development Strategy.

Staff Recommendation: **Receive and File (City Manager's Office: Jay Petrek)**

- 11. INNOVATE 78 UPDATE -**

Request the City Council receive and file a presentation about the Innovate 78 Regional Economic Development Initiative.

Staff Recommendation: **Receive and File (City Manager's Office; Jay Petrek)**

12. **INTERIM URGENCY ORDINANCE IMPOSING A MORATORIUM ON CARWASH FACILITIES -**  
Request the City Council approve an interim urgency measure, pursuant to Government Code Section 65858, imposing a moratorium on the issuance of any zoning, land use, discretionary permit, building permit, environmental approval, business license or any other entitlement involving businesses described as carwashes, whether intended as primary uses or accessory uses. The proposed moratorium would allow the Planning Division an opportunity to develop and present new land use standards regulating this particular land use.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

ORDINANCE NO. 2018-11

13. **FISCAL YEAR 2018/19 OPERATING BUDGET BRIEFING -**  
Request the City Council provide direction regarding the proposed Fiscal Year 2018/19 General Fund Operating Budget.

Staff Recommendation: **Provide Direction (Finance Department: Sheryl Bennett)**

## **FUTURE AGENDA**

14. **FUTURE AGENDA -**  
The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

## **COUNCIL MEMBERS' SUBCOMMITTEE REPORTS**

## **CITY MANAGER'S WEEKLY ACTIVITY REPORT**

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **WEEKLY ACTIVITY REPORT**

## **ORAL COMMUNICATIONS**

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.



## ADJOURNMENT

### UPCOMING MEETING SCHEDULE

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>	<b>Location</b>
May 9	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
May 16	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
May 23	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
May 30	-	-	No Meeting	-

## TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

### AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

**AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING:** Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

### LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at [www.escondido.org](http://www.escondido.org), and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

**Please turn off all cellular phones and pagers while the meeting is in session.**

**The City Council is scheduled to meet the first four Wednesdays  
of the month at 3:30 in Closed Session and 4:30 in Open Session.  
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers  
Financing Authority and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION  
Monday-Friday 8:00 a.m. to 5:00 p.m.**



*If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.*

*Listening devices are available for the hearing impaired – please see the City Clerk.*



**AFFIDAVITS**

**OF**

**ITEM**

**POSTING**



Consent Item No. 2

May 2, 2018

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**APPROVAL**

**OF**

**WARRANT REGISTER**

**CITY OF ESCONDIDO**  
**April 18, 2018**  
**4:30 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 4:33 p.m. on Wednesday, April 18, 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

**MOMENT OF REFLECTION**

Randy Ortlieb led the Moment of Reflection.

**FLAG SALUTE**

Mayor Abed led the flag salute.

**ATTENDANCE:**

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Deputy Mayor John Masson, Councilmember Michael Morasco, and Mayor Sam Abed. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Eva Heter, Assistant City Clerk; and Jennifer Ekblad, Deputy City Clerk.

**PROCLAMATIONS**

Laura Robinson, Program Administrator, received the proclamation for Earth Day - April 22, 2018.

**PRESENTATIONS**

Laura Robinson, Program Administrator, presented the Earth Day Poster Contest Awards.

**ORAL COMMUNICATIONS**

**Doris Bittar, San Diego**, shared she is an artist who will be showing at the California Center for the Arts, Escondido in September and suggested citizens could recite poetry during Oral Communications.

**Gerda Govine Ituarte, Pasadena**, shared she is a poet who will be performing at the California Center for the Arts, Escondido in September and read a poem.

**CONSENT CALENDAR**

**MOTION:** Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve all Consent Calendar items with the exception of Items 6, 7, and 14. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**

**3. APPROVAL OF MINUTES: None Scheduled**

**4. AMENDMENT TO EXTEND THE PROPOSITION IE GRANT AGREEMENT FOR THE LAKE WOHLFORD DAM REPLACEMENT PROJECT -**

Request the City Council approve amending Proposition IE Grant Agreement (Agreement No. 4600009575) for the Lake Wohlford Dam Replacement Project. The primary impact of the amendment is extension of the agreement to July 29, 2022. (File No. 0480-70)

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2018-42R

**5. CONTRACT CHANGE ORDER FOR 2017 STREET REHABILITATION AND MAINTENANCE PROJECT AND BUDGET ADJUSTMENT TO ACCEPT CAL RECYCLE GRANT FUNDS -**

Request the City Council approve a contract change order with Eagle Paving, Inc. in the amount of \$44,259.35 to complete additional work and approve a budget adjustment to receive up to \$350,000 from Cal Recycle for the 2017 Street Rehabilitation and Maintenance Project. (File No. 0600-10 [A-3230])

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2018-44

**6. EXTENSION OF TIME FOR A TENTATIVE SUBDIVISION MAP AND MASTER AND PRECISE DEVELOPMENT PLAN FOR 65 SINGLE FAMILY RESIDENTIAL LOTS - OAK CREEK DEVELOPMENT LOCATED ON THE SOUTHWEST CORNER OF HAMILTON LANE AND MILLER AVENUE (SUB 13-0002, PHG 13-0017, ENV 13-0006, AND SUB 17-0038) -**

Request the City Council approve a three-year extension of time for a 65-lot single family residential planned development (APNs 238-370-01, 04, 05, 06, 07, 08, and 238-380-01). (File No. 0800-10)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2018-46

**MOTION:** Moved by Councilmember Morasco and seconded by Councilmember Gallo to approve a three-year extension of time for a 65-lot single family residential planned development (APNs 238-370-01, 04, 05, 06, 07, 08, and 238-380-01) and adopt Resolution No. 2018-46. Ayes: Abed, Gallo, Masson, Morasco; Noes: Diaz; motion carried.

**7. AUTHORIZING A PARTNERSHIP WITH THE COUNTY OF SAN DIEGO'S LIVE WELL SAN DIEGO PROGRAM -**

Request the City Council approve authorizing the City of Escondido's participation in San Diego County's Live Well San Diego Program. (File No. 0145-20)

Staff Recommendation: **Approval (Communications & Community Services Department: Joanna Axelrod)**

RESOLUTION NO. 2018-47

**Sandy Velasco, Escondido,** shared her experience as a Drug Free Community Youth Leader with Escondido Education Compact and thanked Council for supporting this item.

**Carolina Flores, Escondido,** shared her experience as a Youth Advocate with Escondido Education Compact and thanked Council for becoming a Live Well city.

**MOTION:** Moved by Councilmember Diaz and seconded by Deputy Mayor Masson to approve authorizing the City of Escondido's participation in San Diego County's Live Well San Diego Program and adopt Resolution No. 2018-47. Motion carried unanimously.

**8. CONSULTING AGREEMENT FOR EXPEDITED PLAN REVIEW SERVICES FOR THE VILLAGES PROJECT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Mayor and City Clerk to enter into a Consulting Agreement with Cvaldo Corporation in the amount of \$157,128 to assist with expedited final engineering review of The Villages Project and approve a budget adjustment to accept developer funding. (File No. 0430-80, 0600-10 [A-3246])

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2018-53

**9. DESIGNATION OF ENFORCEMENT AUTHORITY FOR THE ESCONDIDO CAMPAIGN CONTROL ORDINANCE -**

Request the City Council approve designating Gary W. Schons, Esq. and the law firm of Best, Best & Krieger, LLP as the enforcement authority for the Escondido Campaign Control Ordinance for the 2018 Municipal Election, as required by Escondido Municipal Code Section 2-110.5(c). (File No. 0680-20)

Staff Recommendation: **Approval (City Attorney's Office: Michael R. McGuinness)**

RESOLUTION NO. 2018-59

**10. AUTHORIZATION OF A PUBLIC SERVICES AGREEMENT WITH TRITON TECHNOLOGY FOR EQUIPMENT UPGRADES IN THE COUNCIL CHAMBERS MASTER CONTROL ROOM -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Public Services Agreement with Triton Technology Solutions Inc. in the amount of \$175,866.63, for the final phase upgrade to the Council Chambers Master Control Room. (File No. 0600-10 [A-3247])

Staff Recommendation: **Approval (Communications & Community Services Department: Joanna Axelrod)**

RESOLUTION NO. 2018-60

**11. AMENDMENTS TO THE ESCONDIDO MUNICIPAL CODE'S CAMPAIGN CONTROL ORDINANCE**

Request the City Council approve amending Chapter 2, Article 7 of the Escondido Municipal Code in order to modernize and simplify the City's Campaign Control Ordinance and revise the campaign contribution limit. (File No. 0680-10)

Staff Recommendation: **Approval (City Attorney's Office: Michael R. McGuinness)**

ORDINANCE NO. 2018-09 (First Reading and Introduction)

**12. CONTINUING EMERGENCY AND NEED TO REPAIR FIVE SECTIONS OF ESCONDIDO SEWER PIPELINE: HALE AVENUE UNDERPASS OF I-15, KIA DEALERSHIP PARKING LOT, SOUTH HALE AVENUE, CASA GRANDE MOBILE ESTATES, AND GREEN TREE MOBILE HOME ESTATES**

Request the City Council approve declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property. (File No. 0600-10 [A-3242])

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2018-65

**13. CONTINUING EMERGENCY REPAIR OF A HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PIPELINE FOR THE CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO -**

Request the City Council approve declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue emergency repairs of a damaged hot water pipeline that is preventing the use of the California Center for the Arts, Escondido HVAC system. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property. (File No. 0600-10 [A-3243])

Staff Recommendation: **Approval (City Manager's Office: Jay Petrek)**

RESOLUTION NO. 2018-66

**CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)**

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

**14. ANNUAL CODE CLEAN UP AND AMENDMENTS TO THE MUNICIPAL AND ZONING CODES (AZ 16-0008) -**

Approved on April 4, 2018 with a vote of 4/1, Morasco voting no (File No. 0810-20, 0680-50)

ORDINANCE NO. 2018-07R (Second Reading and Adoption)

**Larry Logan, Escondido**, attending on behalf of daughter LaRee Felan, and urged Council to approve the update of the setback reduction to build accessory dwelling units.

**MOTION:** Moved by Deputy Mayor Masson and seconded by Councilmember Diaz to adopt Ordinance No. 2018-07R. Ayes: Abed, Diaz, Gallo, Masson; Noes: Morasco; motion carried.

**CURRENT BUSINESS**

**15. ADOPTION OF ORDINANCE AMENDING THE CALPERS CONTRACT -**

Request the City Council approve authorizing an amendment to the contract between the City of Escondido and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to provide employees sharing an additional cost of one percent for the Escondido Police Officers' Association/Safety Unit (POA) and Firefighters' Association (FFA) Bargaining Unit CalPERS Classic members, Government Code Section 20516. (File No. 0680-10)

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

ORDINANCE NO. 2018-06 (Second Reading and Adoption)

Patrice Russell, Human Resources Manager of Benefits Division, presented the staff report utilizing a PowerPoint presentation.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve authorizing an amendment to the contract between the City of Escondido and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to provide employees sharing an additional cost of one percent for the Escondido Police Officers' Association/Safety Unit (POA) and Firefighters' Association (FFA) Bargaining Unit CalPERS Classic members, Government Code Section 20516 and adopt Ordinance No. 2018-06. Motion carried unanimously.



## FUTURE AGENDA

### 16. FUTURE AGENDA -

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

## COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

Deputy Mayor Masson reported the League of California Cities voted regarding AB 3178, cap and trade policy setting, and took policy direction on state fire response.

Councilmember Morasco shared a report regarding the California Center for the Arts, Escondido.

Councilmember Gallo reported San Diego County Water Authority held its annual science project competition, voted no regarding AB 2050; attended SANDAG Tribal Summit.

Mayor Abed reported SANDAG interviewed four finalists for the Executive Director position and recommended two to be reviewed in Closed Session; attended SANDAG Tribal Summit and commented on the collaboration between the City of Escondido and local tribal communities, and provided an update regarding the SANDAG Regional Plan.

## CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **WEEKLY ACTIVITY REPORT -**

## ORAL COMMUNICATIONS

**David Martin, Escondido**, commented regarding school safety and shared his experience attending elementary school.

## ADJOURNMENT

Mayor Abed adjourned the meeting at 5:33 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ASSISTANT CITY CLERK

\_\_\_\_\_  
DEPUTY CITY CLERK

## CITY COUNCIL STAFF REPORT

**Consent Item No. 4**

**May 2, 2018**

**File No. 0600-10, A-3251**

**SUBJECT:** Approval of Public Service Agreement with Kyocera Document Solutions and a Public Service Agreement with Image Source

**DEPARTMENT:** Information Systems Department

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-68, authorizing the Mayor and City Clerk to execute two Public Service Agreements: (1) an agreement with Kyocera Document Solutions for a period of five years, which is an agreement that provides hardware and service throughout City facilities; and (2) an agreement with Image Source for printing services and supplies, which provides service and supplies to the printing fleet throughout City facilities.

**FISCAL ANALYSIS:**

The projected cost for the five-year agreement with Kyocera Document Solutions for the lease and use of copier and printer equipment is \$305,779 and is budgeted through the 2024 fiscal year Duplicating Division Budget. The agreement includes a fixed cost for the leasing of the equipment and an estimated cost per copy or print. The City has the option to buyout equipment at the termination of the agreement for one dollar (\$1). Based on previous years print impressions the projected five-year savings compared to the previous agreement is \$272,000. Cost savings could increase if the number of printing and copy impressions continue to decline. The cost for the five-year agreement with Image Source for printing services and supplies is \$132,850 and is budgeted through the 2024 fiscal year in each respective department's budget that purchased the printers. The projected five-year savings compared to previous City expenses for printing services and supplies is \$109,700.

**PREVIOUS ACTION:**

The City Council approved a five-year agreement on The Cooperative Purchasing Network (TCPN is a national purchasing cooperative that leverages the purchasing potential of governmental entities in all 50 states) to the current Document Services Agreement with Xerox Corporation by adopting Resolution No. 2008-103 on June 8, 2008, and adopted a five-year extension under Resolution No. 2013-70 on June 30, 2013.

**BACKGROUND:**

The City of Escondido leases a fleet of Copier/ Multi-Function Deceives (MFD) on a five-year term to ensure we continue to take advantage of efficiency provided by today's technology at a competitive cost. We are at the end of the five-year lease term with Xerox Corporation and have performed an extensive two-part Request for Proposal (RFP) in conjunction with City staff and an independent consulting firm with expertise in this industry to ensure integrity in the process and gain insights into the

industry. Part one of the RFP (#19-01 1 of 2: Copier/MFD Hardware and Service) is enter into a new lease agreement for a fleet of MFDs. Part two of the RFP (#19-01 2 of 2: Printer/MFP Service and Supplies) was identified as an opportunity to streamline process for obtaining service and supplies for the entire network printer fleet resulting in reduced costs and ongoing visibility into printing costs. The following is an overview of RFP #19-01.

### **RFP Overview**

The Project Team completed a City-wide Assessment (January – April 2017) and an RFP (October 2017 – current) and asks the City Council for approval to award the RFP in accordance with the recommendations outlined in this summary. The project team, consisting of Rob Van De Hey, Cindy Blair, Edid Molina, and Yvonne Trabue of the City of Escondido, and Procure America's Document Management Team, including Hannah Recla, Mel Walker, and Lisa Kitamura, was formed to evaluate the current requirements, develop a sourcing strategy, and issue the RFPs to interested vendors. The objectives for the RFP were to replace Copier/MFD devices that are coming off lease with the newest technologies available that meet our needs and create efficiencies through the use of technology. The second component of the RFP was to implement a City-wide service and supplies agreement for the desktop networked printer fleet to save money and streamline processes. The RFP afforded the City to award agreements to separate vendors by receiving separate bids for the copier MFD devices and for the printer services and supplies ensuring the best fit at competitive costs for both agreements. The RFP was advertised per City requirements. RFP packets were sent to 19 vendors, and the scoring criteria was shared with the vendors. Analysis was conducted objectively based on each vendor's response to the terms and conditions, pricing for a period of (5) years, and equipment configurations. The evaluation team carefully reviewed each proposal and assigned a score to each vendor's response in each area. Interviews were conducted with the top-ranking vendors, including Image Source, Kyocera Document Solutions, Konica Minolta Business Solutions, and Xerox Corporation. Following the interviews, onsite demonstrations were conducted with the top two vendors, including Kyocera Document Solutions and Image Source (Xerox Hardware).

### **Award Recommendation Summary**

Kyocera Document Solutions is the top-ranking vendor for RFP #19-01 1 of 2: Copier/MFD Hardware and Service, and the recommendation is to award this component to Kyocera Document Solutions.

In addition to offering competitive pricing, Kyocera Document Solutions offered terms and equipment that meet the City's requirements. The City conducted an onsite demonstration of the Kyocera hardware, and the users provided positive feedback and indicated a preference for the Kyocera hardware above Xerox hardware. Kyocera Document Solutions also agreed to back up the guarantees they are making by providing a performance bond to the City equaling 25 percent of the total hardware and service costs for a period of 60 months.

Image Source is the top-ranking vendor for RFP #19-01 2 of 2: Printer/MFP Service and Supplies, and the recommendation is to award this component to Image Source.

In addition to offering competitive pricing, Image Source offered terms and equipment that meet the City's requirements. Image Source also agreed to back up the guarantees they are making by providing a performance bond to the City equaling 25 percent of the total service and supply costs for a period of 60 months.

### **Benefit Summary**

The agreement represented by this RFP #19-01 1 of 2 (Copier/MFD Hardware and Service) will benefit the City by providing new devices with enhanced scanning capability, guaranteed performance metrics, and automated supply replenishment. The service and supplies portion of the agreement will bill based on actual usage so that if the City reduces print volumes as processes continue to become more electronic, the service costs will decrease as usage decreases.

The current agreement with Xerox includes a Xerox employee that is onsite at a City location during regular business hours. The RFP included questions for vendors related to preventative maintenance, service response times, and automated supply replenishment that would not require an onsite employee. After a review of the benefits of the onsite employee compared to the vendor offerings, the City determined that it's needs will be met without requiring a vendor employee to be onsite. The new agreement also includes reporting requirements by the vendor to enable the City to measure the vendor against the guarantees to ensure the City is receiving the expected level of service.

The benefits include:

- Reduced costs
- Performance metrics and guarantees
- Automated supply replenishment
- Flexibility if usage decreases

The service and supplies agreement represented by this RFP #19-01 2 of 2 (Printer/MFP Service and Supplies) will benefit the City by streamlining process for obtaining service and supplies for the entire network printer fleet. When service on a printer is needed, a service call can be placed with the vendor. The agreement includes onsite service and any parts needed to repair the printer. Additionally, the City will no longer need to maintain an inventory of printer supplies. The vendor will deliver supplies automatically based on the usage, and supplies will be included in the agreement for no additional cost.

The benefits include:

- Reduced costs
- Reduced response times for printer repair issues
- Streamlines processes
- Ongoing visibility into printing costs

### **Procure America**

The revenue share to Procure America (PA) is 50 percent of the actual realized savings for three years, measured by the difference between the baseline costs and the new costs.

Approval of Public Service Agreement with Kyocera Document Solutions and a Public Service Agreement with Image Source  
May 2, 2018  
Page 4

The Project Team completed a City-wide Assessment (January – April 2017) and an RFP (October 2017 – current), and asks the City Council for approval to award the RFP in accordance with the recommendations outlined in this summary.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Robert Van De Hey*, Director of Information Systems  
4/26/2018 10:41 p.m.

ATTACHMENTS:

1. Resolution 2018-68
2. Resolution 2018-68 – Exhibit A
3. Resolution 2018-68 – Exhibit B

RESOLUTION NO. 2018-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, TWO PUBLIC SERVICE AGREEMENTS FOR (1) COPIER/MULTIFUNCTION DEVICE HARDWARE AND SERVICE WITH KYOCERA DOCUMENT SOLUTIONS; AND (2) COPIER/MULTIFUNCTION DEVICE SERVICE AND SUPPLIES WITH IMAGE SOURCE

WHEREAS, the City of Escondido ("City") currently has a site management agreement with Xerox Corporation to provide and maintain duplicating equipment for all City of Escondido Facilities, which is set to expire May 31, 2018; and

WHEREAS, the Director of Information Systems recommends executing a new five-year agreement with Kyocera Document Solutions for copy, scanning, and printing devices and service; and

WHEREAS, the City of Escondido currently has a printer service contract with Pax Printer Repair to provide service repair for printers at City of Escondido Facilities which is set to expire June 30, 2018; and

WHEREAS, the Director of Information Systems recommends executing a new five-year agreement with Image Solutions for printer service and supplies; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve both agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an agreement with Kyocera Document Solutions for copying, printing and other multifunctional devices, which is attached hereto as Exhibit "A" and incorporated by this reference.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an agreement with Image Source for printer service and supplies, which is attached hereto as Exhibit "B" and incorporated by this reference.



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Robert Van de Hey  
760-839-6364  
("CITY")

And: Kyocera Document Solutions  
14101 Alton Parkway  
Irvine, CA 92618  
Attn: Brittany Wing  
951-256-4092  
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$305,778.46 which includes \$226,422 for the lease of the hardware and an estimated \$79,356.46 for the service contract based on previously calculated usage at the per-impression rates listed in Attachment "A" section 3. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2. City's funding of this Agreement shall be on a fiscal year basis and is subject to annual appropriations. CONTRACTOR acknowledges that City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement are contingent upon appropriation of funds.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work as agreed. Extension



of terms or time of performance may be made only upon the City's written consent. The term of this Agreement shall be for five (5) years and terminate on July 31, 2023. The CITY may elect to extend the contract for one (1) or two (2) years as outlined in Attachment "A" section 3.

4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.
  - a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
    - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
    - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
    - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
  - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_

- c. Each insurance policy required above must be acceptable to the City Attorney.
  - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
  - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.

- (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
  - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
  - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
  - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event

of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

DATE: \_\_\_\_\_

\_\_\_\_\_  
Sam Abed  
Mayor

\_\_\_\_\_  
Diane Halverson  
City Clerk

\_\_\_\_\_  
(Contractor Name)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Contractor Signature)

\_\_\_\_\_  
(Title)

Approved as to Form:

Office of the City Attorney  
MICHAEL R. MCGUINNESS, City Attorney

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

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

## Attachment "A"

### RFP #19-01 1 of 2: Copier/MFD Hardware and Service

This agreement, along with Kyocera Document Solution's proposal response, Attachment "B", sets forth the specific terms and conditions under which Kyocera Document Solutions agrees to sell the specific equipment and provide the services to City of Escondido.

#### 1. Pricing

- a. All pricing stated in Kyocera Document Solution's response to RFP#19-01 1 of 2 Copier/MFD Hardware and Service is listed in Attachment "C".
- b. All pricing stated in Attachment "C" will be fixed for a period of twenty-four (24) months from the award of the contract.
- c. For devices that City of Escondido may wish to acquire after the price guarantee expires, Kyocera Document Solutions agrees to offer City of Escondido a discount over retail pricing (as reported by a 3rd party such as Buyer's Laboratory) equivalent to the discount offered in Kyocera Document Solution's response to RFP#19-01 1 of 2 Copier/MFD Hardware and Service.
- d. There will be a \$75 lease documentation fee per lease.
- e. Kyocera Document Solutions agrees to be responsible for the return of equipment acquired from Kyocera Document Solutions under this bid to the Leasing Company at the end of the lease term. This shall include shipping costs, insurance, or any other shipping or equipment repair costs associated with the return of this equipment.
- f. City of Escondido will provide Kyocera Document Solutions with insurance documentation if required by the Leasing Company when the lease contracts are signed. Kyocera Document Solutions will be responsible to ensure that the insurance documentation is delivered to the Lease Company and take any and all necessary actions to correct any insurance billing problems.
- g. For equipment that will be replaced, if requested by City of Escondido, Kyocera Document Solutions agrees to pick up and dispose of used equipment if requested at no additional charge to City of Escondido at the time of delivery of a new device. City of Escondido will provide Kyocera Document Solutions with a list of all equipment to be removed and disposed of. Kyocera Document Solutions will remove and destroy hard drives at a cost of \$75 per hard drive.

#### 2. Warranties

- a. Thirty (30) Day 100% Money Back Guarantee: Kyocera Document Solutions offers a 100% money-back guarantee regardless of the problem and will refund any money City of Escondido has paid for any device acquired under this contract if City of Escondido provides written notice on letterhead within thirty (30) days of the completed installation stating that the money-back guarantee will be exercised. Any money paid by City of Escondido will be refunded within thirty (30) days of Kyocera Document Solution's receipt of any such request.
- b. Kyocera Document Solutions guarantees that each device ordered under this agreement will operate within the specifications stated in the on-line RFP#19-01 1 of 2 Copier/MFD Hardware and Service that was submitted by Kyocera Document Solutions, for sixty (60) months or the number of impressions listed below from the date of installation.

30PPM B/W MFD (Kyocera TASKalfa 3011i or current model): 750,000 impressions

45PPM B/W MFD (Kyocera TASKalfa 5002i or current model): 1,200,000 impressions  
55PPM B/W MFD (Kyocera TASKalfa 6002i or current model): 2,100,000 impressions  
90PPM B/W MFD (Kyocera TASKalfa 8002i or current model): 2,700,000 impressions  
Color 35PPM B/W 35PPM MFD (Kyocera TASKalfa 4052ci or current model): 750,000 impressions  
Color 45PPM B/W 45PPM MFD (Kyocera TASKalfa 5052ci or current model): 1,200,000 impressions  
Color 55PPM B/W 55PPM MFD (Kyocera TASKalfa 6052ci or current model): 2,100,000 impressions  
Color 65PPM B/W 65PPM MFD (Kyocera TASKalfa 7052ci or current model): 2,700,000 impressions  
Color 75PPM B/W 75PPM MFD (Kyocera TASKalfa 8052ci or current model): 2,700,000 impressions  
Desktop B/W 35PPM copy/print/scan (Kyocera Ecosys M3550idn or current model): 300,000 impressions

- c. If any device fails to operate under the specifications stated in section 2.b., Kyocera Document Solutions will replace the device on a like-for-like basis with the then-current technology as long as the device is kept on a continuous service agreement with Kyocera Document Solutions and only supplies recommended by the equipment manufacturer are used.

### 3. Service Contract

- a. Kyocera Document Solutions has given City of Escondido the option to purchase service contracts for five (5) years and will bill City of Escondido for these service contracts Quarterly in Arrears. The service contract will include print controller support, unlimited supplies of toner, developer, drums, all consumable parts, toner waste containers, and all other supply items excluding paper and staples, unless otherwise noted. The service contract shall include all parts and Preventative Maintenance (PM) parts as required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. All parts will be replaced with Original Equipment Manufacturer (OEM) parts according to the manufacturer's estimated yields.
- b. Kyocera Document Solutions has given City of Escondido the option to extend service contracts for two additional years, if, at the end of the original 5-year term, the device has not reached the 60-month volume (listed in 2.b.) and the device is experiencing an average of 1 or fewer service calls per month. The extended coverage for years 6 and 7 will be at the same service level as the service level for years 1-5.
- c. For extended coverage in years 6 and 7, Kyocera Document Solutions will escalate the click rate no more than 15% annually over the proposed rates for year 5.

#### **Fees for service contracts in years 1-5 will be as follows:**

Segments: Desktop 35PPM; 30PPM B/W; 45PPM B/W; 55PPM B/W  
Kyocera Ecosys M3550idn; TASKalfa 3011i; TASKalfa 5002i; TASKalfa 6002i (or current models)

The first year of service will be billed at \$0.0050 per B/W impression.

The second year of service will be billed at \$0.00525 per B/W impression.

The third year of service will be billed at \$0.0055 per B/W impression.

The fourth year of service will be billed at \$0.0057 per B/W impression.

The fifth year of service will be billed at \$0.006 per B/W impression.

Segment: 90PPM B/W

Kyocera TASKalfa 8002i (or current model)

The first year of service will be billed at \$0.0050 per B/W impression.

The second year of service will be billed at \$0.00525 per B/W impression.

The third year of service will be billed at \$0.0055 per B/W impression.

The fourth year of service will be billed at \$0.00577 per B/W impression.

The fifth year of service will be billed at \$0.006 per B/W impression.

Segments: Color 35PPM B/W 35PPM; Color 45PPM B/W 45PPM; Color 55PPM B/W 55PPM  
Kyocera TASKalfa 4052ci; TASKalfa 5052ci; TASKalfa 6052ci (or current models)

The first year of service will be billed at \$0.0050 per B/W impression and \$0.0400 per Color impression.

The second year of service will be billed at \$0.00525 per B/W impression and \$0.0420 per Color impression.

The third year of service will be billed at \$0.0055 per B/W impression and \$0.0441 per Color impression.

The fourth year of service will be billed at \$0.00577 per B/W impression and \$0.0463 per Color impression.

The fifth year of service will be billed at \$0.006 per B/W impression and \$0.0486 per Color impression.

Segments: Color 65PPM B/W 65PPM; Color 75PPM B/W 75PPM

Kyocera TASKalfa 7052ci; TASKalfa 8052ci (or current model)

The first year of service will be billed at \$0.0050 per B/W impression and \$0.0400 per Color impression.

The second year of service will be billed at \$0.00525 per B/W impression and \$0.0420 per Color impression.

The third year of service will be billed at \$0.0055 per B/W impression and \$0.0441 per Color impression.

The fourth year of service will be billed at \$0.0057 per B/W impression and \$0.0463 per Color impression.

The fifth year of service will be billed at \$0.006 per B/W impression and \$0.0486 per Color impression.

#### 4. Service Responses

- a. Kyocera Document Solutions guarantees that the average time it will take a technician to acknowledge City of Escondido's service request once a service call has been placed with Kyocera Document Solutions, as calculated from the time the service call is placed until a service technician calls City of Escondido to provide an estimated time of arrival, will be 30 minutes.
- b. Average Response Time (Monday – Friday, excluding Holidays):  
Kyocera Document Solutions guarantees that the average in-person service response time for each device, as calculated from the time the service call is placed by City of Escondido to the factory-trained service technician's on-site arrival in a 12-month trailing average, including preventive maintenance calls, will be four (4) hours.
- c. Maximum Response Time (Monday – Friday, excluding Holidays):  
Kyocera Document Solutions guarantees that the maximum in-person service response time, as calculated from the time the service call is placed by City of Escondido to the factory-trained service technician's on-site arrival, including preventive maintenance calls, will be eight (8) hours.
- d. If Kyocera Document Solutions is unable for any reason to respond within the average response times as listed in section 4.b., Kyocera Document Solutions will compensate City of Escondido with a credit equal to 5% of the total monthly service cost (for the

- specific device under contract) for each successive service call for which the 12-month trailing average response time exceeds the guaranteed average response time.
- e. If Kyocera Document Solutions is unable for any reason to respond within the maximum response times as listed in section 4.c., Kyocera Document Solutions will compensate City of Escondido with a credit equal to 5% of the monthly service contract for that device, per call with a late response time.
  - f. For the entire life of each device covered under a service contract with Kyocera Document Solutions, Kyocera Document Solutions will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, Kyocera Document Solutions will replace failed parts as long as the device is covered under a service contract by Kyocera Document Solutions.
  - g. Kyocera Document Solutions guarantees that each device will average the number of impressions between service calls (IBCs) listed below. The averages shall include Preventative Maintenance (PM) service calls, and be calculated during any immediately preceding 12-month period. These calculations will exclude service calls caused by operator error, and the guarantee will remain in effect while the equipment is continuously under a service agreement with Kyocera Document Solutions.

30PPM B/W MFD (Kyocera TASKalfa 3011i or current model): 12,500 IBCs  
45PPM B/W MFD (Kyocera TASKalfa 5002i or current model): 20,000 IBCs  
55PPM B/W MFD (Kyocera TASKalfa 6002i or current model): 35,000 IBCs  
90PPM B/W MFD (Kyocera TASKalfa 8002i or current model): 45,000 IBCs  
Color 35PPM B/W 35PPM MFD (Kyocera TASKalfa 4052ci or current model): 12,500 IBCs  
Color 45PPM B/W 45PPM MFD (Kyocera TASKalfa 5052ci or current model): 20,000 IBCs  
Color 55PPM B/W 55PPM MFD (Kyocera TASKalfa 6052ci or current model): 35,000 IBCs  
Color 65PPM B/W 65PPM MFD (Kyocera TASKalfa 7052ci or current model): 45,000 IBCs  
Color 75PPM B/W 75PPM MFD (Kyocera TASKalfa 8052ci or current model): 45,000 IBCs  
Desktop B/W 35PPM copy/print/scan (Kyocera Ecosys M3550idn or current model): 5,000 IBCs

- h. If any device does not meet the average number of impressions between service calls as described above, Kyocera Document Solutions will replace the device on a like-for-like basis with the then-current technology.
- i. Kyocera Document Solutions agrees to provide only Original Equipment Manufacturer parts and supplies when repairing, servicing, or supplying consumable items for each device. Failure to do so will constitute a breach of contract and require Kyocera Document Solutions to fully compensate City of Escondido for any real or perceived loss or damage.
- j. Kyocera Document Solutions will provide a loaner device of equal or superior capabilities to City of Escondido upon request if any device installed by Kyocera Document Solutions is unable to perform to City of Escondido's specifications for more than eight (8) hours of normal business operation.
- k. Customer Support will be available by phone at no additional charge during normal (8am to 5pm) business hours.
- l. All copies run by any representative of Kyocera Document Solutions will be tracked and credited back to City of Escondido's account at the end of each service-billing period.



## 5. Evaluations of Service Performance

- a. City of Escondido and/or its appointed agent reserve the right to monitor and evaluate all aspects of Kyocera Document Solution's invoicing and service work that is executed by Kyocera Document Solutions for all equipment that is leased and/or covered under a service contract by Kyocera Document Solutions on an ongoing basis. Kyocera Document Solutions agrees to provide all requested lease and service contract data, billing and invoicing data, and/or service call history data within ten (10) business days of such a request whether made by telephone, e-mail, or fax. In addition, Kyocera Document Solutions agrees not to object or hinder in anyway the ongoing evaluation of cost, volume, equipment performance and Kyocera Document Solution's performance of services provided to City of Escondido.
- b. In addition, Kyocera Document Solutions agrees to pay to City of Escondido a \$50.00 penalty per consecutive day, beyond ten (10) business days, that Kyocera Document Solutions delays delivering lease and/or service contract data, billing and/or invoicing data, and/or service call history data.
- c. Kyocera Document Solutions will provide the pages from the service manual indicating the manufacturer's replacement schedule for preventative maintenance (PM) parts, including parts names that may be included in PM Kits, and manufacture part numbers to City of Escondido. (This information will be used by City of Escondido to evaluate service work that is being performed by Kyocera Document Solutions.)
- d. Kyocera Document Solutions shall deliver monthly reports in an electronic format acceptable to City of Escondido and/or its agent. The reports will be formatted in an acceptable manner and include make, model, serial number, vendor ID number, location, room number, and the monthly meter reading for each device acquired from Kyocera Document Solutions. In addition, each report will include all service calls performed during the past thirty (30) days, the date and time the call was placed, the date and time the technician arrived onsite, the beginning meter reading of the service call, the ending meter reading of the service call, a complete description of the reason for each call, the remedy provided by Kyocera Document Solutions, and a complete list of all parts including the manufacturer's part numbers that were required to complete each service call. All calls will be recorded and be categorized as a service call, return with parts call, a call back, operator error call or courtesy call. These monthly reports shall be provided at no additional expense to City of Escondido and/or its agent for the life of the equipment.

## 6. Equipment Delivery and Timing

- a. Kyocera Document Solutions guarantees that all equipment and/or software will be installed and be fully operational within fourteen (14) days of receipt of a purchase order. Kyocera Document Solutions further agrees to pay as liquidated damages, the sum of \$50.00 per device per consecutive calendar day after fourteen (14) days if delivery is delayed by Kyocera Document Solutions or its suppliers unless City of Escondido delays delivery. All items received damaged must be replaced within fourteen (14) consecutive days after the notification of damage, or Kyocera Document Solutions further agrees to pay liquidated damages of \$50.00 per each consecutive calendar day per device until replacement of damaged items have been received by City of Escondido.
- b. Kyocera Document Solutions agrees to install the most current version(s) of firmware into all devices prior to installation.

## 7. Equipment Relocation

- a. If, during the contract period, the need arises to move or relocate equipment that was purchased and/or leased under this contract within the same building, Kyocera Document Solutions agrees to move the equipment at no additional charge to City of Escondido.
- b. If, during the contract period, the need arises to move or relocate equipment that was purchased and/or leased under this contract from one building to another building, Kyocera Document Solutions agrees to move the equipment at a cost of \$150 per device.

## 8. **Training**

- a. Kyocera Document Solutions agrees to schedule, in advance, the installation and simultaneous basic instruction of the operation of the new equipment.
- b. Kyocera Document Solutions agrees to schedule, in advance at each location's convenience, In-Service training (2 operators for each device) covering the complete operation of the new equipment as needed.
- c. Kyocera Document Solutions agrees to schedule, at the convenience of City of Escondido, the following training sessions at no charge: Initial Training of Key Operators and Re-training of Key Operators, Help Desk Training (35+ per session), and Network Support Training (35+ per session).

## 9. **Performance Bond**

- a. Kyocera Document Solutions will issue a performance bond to City of Escondido, which is equal to 25% of the total cost of the equipment, service, and software costs projected for sixty (60) months for all equipment purchased and/or leased under this agreement. City of Escondido will cash the performance bond if Kyocera Document Solutions does not execute the terms and conditions of the contract as agreed. Kyocera Document Solutions agrees that the performance bond will remain active for sixty (60) months from the date it is accepted by City of Escondido; however, a 1-year bond that is renewable for an additional four (4) years is acceptable.
- b. Kyocera Document Solutions will provide the performance bond within three (3) days of the receipt of a purchase order and will allow City of Escondido to delay payment without late fees or any penalties until the performance bond has been delivered to City of Escondido.

## 10. **Invoicing**

- a. Kyocera Document Solutions agrees to provide invoices in an electronic format acceptable to City of Escondido and/or its agent. The invoices will be formatted in an acceptable manner and include make/model, serial number, vendor ID number, location, department, room number, equipment lease payment, and beginning and ending meter readings. All invoices will be due thirty (30) days from the date of the invoice.
- b. If City of Escondido disputes any amount included in an invoice, then (a) City of Escondido (or its agent) will notify Kyocera Document Solutions in writing or by email, (b) such notice shall include a description of the items City of Escondido are disputing and the reason such items are being disputed and (c) Kyocera Document Solutions shall promptly exercise its best effort to work with City of Escondido and/or its agent to resolve such disputes. Pending resolution of disputed amount, City of Escondido will pay any and all undisputed amounts within thirty (30) days of the invoice date; however, the due date of all disputed charges will be suspended until the dispute is

resolved and Kyocera Document Solutions submits a corrected invoice for payment. The corrected invoice will be due thirty (30) days from the date of the correct invoice.

#### 11. **Data Security**

- a. For devices that are purchased or leased under this contract, Kyocera Document Solutions agrees to provide software that will overwrite the hard drives at no additional charge.
- b. Kyocera Document Solutions agrees that no hard drive for any reason for any device acquired under this contract will be removed from City of Escondido's site at any time by Kyocera Document Solutions unless all data contained in the hard drive has been removed utilizing software that will overwrite the hard drive, and that removing a hard drive from City of Escondido's site without confirming that the hard drive has been erased will constitute a breach of contract.
- c. Kyocera Document Solutions understands that documents left in or on any device may contain confidential information that must be protected and agrees that all documents found in or on any device by Kyocera Document Solutions will be handed to authorized City of Escondido personnel and that the documents will not be placed in a trash can or recycle bin by any representative of Kyocera Document Solutions.

#### 12. **Supplies**

- a. Kyocera Document Solutions agrees to ship supplies automatically based on the usage of each device without City of Escondido having to place an order.
- b. Supply shipments are subject to freight-only costs (for the actual freight cost of shipping the supply item).
- c. If City of Escondido orders toner by phone, Kyocera Document Solutions will deliver toner within two (2) business days after it has been ordered. For each toner delivery that takes longer than two (2) business days, Kyocera Document Solutions will credit \$50 to City of Escondido.
- d. Kyocera Document Solutions states that all toner cartridges are recyclable with regular plastics.
- e. The cost for staples is as follows: SH-10 \$54.59 (including tax) per box, includes 3 cartridges.

#### 13. **Device/Meter Reporting Software**

- a. Kyocera Document Solutions is offering Kyocera Fleet Service for collecting and storing detailed fleet data. Kyocera Fleet Service will be installed by City of Escondido on a central server located at City of Escondido's site, will reside solely on City of Escondido's server, and will be managed and maintained by City of Escondido. All data collected by Kyocera Fleet Service will remain the property of City of Escondido. Kyocera Fleet Service will monitor, from the network (not the desk top), all required data relating to copy, print, scan, and fax functions performed on networked devices. Kyocera Fleet Service will be provided at no additional cost to the City, including Kyocera Document Solution's assistance with the initial installation and setup.
- b. Kyocera Fleet Service will be used to report monthly meter readings to the appropriate parties. This tool has the capability to format reports automatically (with the ability to select specific devices out of the fleet) and send these reports automatically (once set up by City of Escondido) at a set time and date each month.

#### 14. **Cooperative Agreements**

Kyocera Document Solutions agrees that City of Escondido will not be required to sign on to any cooperative agreements, governmental or otherwise, or agree to any additional terms and conditions contained within any cooperative agreements.

**15. Non-Appropriation / Funding-Out Clauses**

Kyocera Document Solutions will include in all other associated contracts a non-appropriation and/or funding-out clauses as required by the City of Escondido.

**Attachment C: Equipment Pricing**

<b>Make/Model</b>	<b>Purchase Price</b>	<b>Monthly \$1 Buyout Lease Price</b>	<b>Monthly FMV Lease Price</b>
Kyocera Ecosys M3550idn or current Model Desktop 35PPM B/W Copy/Print/Scan Segment	\$1,149.43	\$23.27	\$22.13
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 8.5 x 14: Required	Inc.	Inc.	Inc.
- Paper Types supported, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- 500-sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- 500-Sheet Tray: PF-320	\$107.51	\$2.18	\$2.07
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software: Included	Inc.	Inc.	Inc.
Kyocera TASKalfa 3011i or current Model 30PPM B/W Copy/Print/Scan Segment	\$2,835.23	\$57.39	\$55.36
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (100 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software:	\$398.50	\$8.07	\$7.78
- 2,100-Sheet Paper Tray: PF-971	Inc.	Inc.	Inc.
- 4,100-Sheet Paper Tray: PF-810	Inc.	Inc.	Inc.
- 1-Tray Stacker with Stapling:	\$586.50	\$11.87	\$11.45
- 2-Tray Stacker with Stapling and 3-hole punch:	\$817.45	\$16.55	\$15.96
Kyocera TASKalfa 5002i or current model 45 PPM B/W (copy/print/scan) Segment	\$3,480.50	\$70.45	\$67.01
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.

- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 3,000-sheet 8.5 x 11 LCT: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (150 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software:	\$398.50	\$8.07	\$7.67
- 7,650-Sheet Paper Tray:	Inc.	Inc.	Inc.
- 1-Tray Stacker with Stapling:	\$586.50	\$11.87	\$11.29
- 2-Tray Stacker with Stapling and 3-hole punch:	\$817.45	\$16.55	\$15.74
Kyocera TASKalfa 6002i or current model 55 PPM B/W (copy/print/scan) Segment	\$3,962.08	\$80.20	\$76.29
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 1,000-sheet 8.5 x 11 LCT: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (150 Sheets): Standard	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software:	\$398.50	\$8.07	\$7.67
- 3,000-Sheet Paper Tray:	Inc.	Inc.	Inc.
- 1-Tray Stacker with Stapling:	\$586.50	\$11.87	\$11.29
- 2-Tray Stacker with Stapling and 3-hole punch:	\$817.45	\$16.55	\$15.74
Kyocera TASKalfa 8002i or current model 90 PPM B/W (copy/print/scan) Segment	\$7,360.00	\$148.97	\$141.71
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported, Index Paper 90lbs., Cover stock 65lbs., Avery Labels, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500 sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- (2) 1,500-sheet 8.5 x 11 LCTs: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (150 Sheets): Standard	Inc.	Inc.	Inc.

- PostScript Level 3 print driver: Included	Inc.	Inc.	Inc.
- Color Scanning: Included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software:	\$398.50	\$8.07	\$7.67
- 3,000-Sheet Paper Tray:	Inc.	Inc.	Inc.
- 2-Tray Stacker with Stapling:	\$917.50	\$18.57	\$17.67
- 2-Tray Stacker with Stapling and 3-hole punch:	\$1,149.00	\$23.26	\$22.12
Kyocera TASKalfa 4052ci or current model Color 35 PPM B/W 35PPM (copy/print/scan) Segment	\$4,546.55	\$92.03	\$87.54
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Required	Inc.	Inc.	Inc.
- Color Scanning: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Index Paper 90lbs., Cover stock 65lbs., Avery Labels, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500-sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (150 Sheets): Standard	Inc.	Inc.	Inc.
- 3,100-Sheet Additional Tray PF-7110: Included	Inc.	Inc.	Inc.
- 3,000-Sheet Additional Tray PF-7120: included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software:	\$386.50	\$7.82	\$7.44
- 1-Tray Stacker with Stapling:	\$586.50	\$11.87	\$11.29
- 2-Tray Stacker with Stapling and 3-hole punch:	\$817.45	\$16.55	\$15.74
Kyocera TASKalfa 5052ci or current model Color 45 PPM B/W 45PPM (copy/print/scan) Segment	\$5,282.45	\$106.92	\$101.71
- Network Printing and Scanning: Required	Inc.	Inc.	Inc.
- Print/Copy control codes: Required	Inc.	Inc.	Inc.
- PostScript Level 3 print driver: Required	Inc.	Inc.	Inc.
- Color Scanning: Required	Inc.	Inc.	Inc.
- Supports Active Directory's central authentication and authorization through LDAP: Required	Inc.	Inc.	Inc.
- Duplexing 8.5 x 11 – 11 x 17: Required	Inc.	Inc.	Inc.
- Secure Print: Required	Inc.	Inc.	Inc.
- Paper Types supported Index Paper 90lbs., Cover stock 65lbs., Avery Labels, and Envelopes: Required	Inc.	Inc.	Inc.
- Document Feeder RADF or Duplex Scan: Required	Inc.	Inc.	Inc.
- (2) 500-sheet Paper Trays: Standard	Inc.	Inc.	Inc.
- 1,000-sheet 8.5 x 11 LCT: Standard	Inc.	Inc.	Inc.
- By-Pass Tray (150 Sheets): Standard	Inc.	Inc.	Inc.
- 3,100-Sheet Additional Tray PF-7110: Included	Inc.	Inc.	Inc.
- 3,000-Sheet Additional Tray PF-7120: included	Inc.	Inc.	Inc.
- Scan to File or Email in a searchable PDF file format: Included	Inc.	Inc.	Inc.
- Faxing Hardware/Software:	\$398.50	\$8.07	\$7.67







**NAVIGATION:**

All Bids → City of Escondido : RFP #19-01 1 of 2: Copier/MFD Hardware and Service → **View All**

**Information**

Company	<b>City of Escondido</b>
Description	<b>RFP #19-01 1 of 2: Copier/MFD Hardware and Service</b>
Due Date	<b>2/1/2018 4:00:00 PM (MT)</b>

**Tax Information**

Sales Tax	<b>Standard</b>
Property Tax	<b>Standard</b>

**LEVEL: RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

**SEGMENTS**  
**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

→ **30PPM B/W Copy/Print/Scan**  
 Anticipated Number of Devices Needed: **33**

**Device Information**

Make & Model	<b>Kyocera TAskalfa 3011i</b>
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**Device Pricing**

	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$2,835.23	\$57.39	\$55.36
Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

**Equipment Included in Device Pricing**

<b>Device General</b>	
Device Speed (30 ppm)	30
Voltage	120
Amperage	12
Electrical Receptacle NEMA ID	5-15R
Copying/Printing DPI (600 x 600)	600 x 600
<b>Network Printing</b>	
Controller Type (Embedded Print Controller w/ NIC Card)	YES
Controller RAM (256 Mb)	2000
Controller Hard Drive (5 Gb)	320
Controller Driver (PCL Version: 5e)	5e
Controller Driver (PCL Version: 6)	PCL6
<b>Additional Controller Requirements</b>	
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at	Yes n/a

minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	
This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface. The usage reports must include copy usage, print usage, and total usage.	Yes n/a
Secure / Private / Confidential Printing: This must include all hardware, i.e., hard drive and/or memory, and software required to be fully functional.	Yes n/a
Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
<b>Scanner</b>	
Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (JPEG)	Yes
Scanner File Type (TIFF)	Yes
Scanner Speed (30 ppm)	80
Scanner DPI (600 x 600)	600 x 600
<b>Additional Scanner Requirements</b>	
The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
<b>Device General</b>	
Device Copying Hard Drive (5 Gb)	320
Device Copying RAM (256 Mb)	2000
<b>Paper Sources</b>	
By-Pass Tray/ 50 sheet(s)	100
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
Additional Standard Paper Source 1 (if applicable)	PF-971 2100 Sheets
Additional Standard Paper Source 2 (if applicable)	PF-810 4100 Sheets
<b>Paper Types</b>	
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
Avery Labels - Minimum Weight: Standard lb.	Yes
Envelopes (from the By-Pass Tray) - Minimum Weight: Standard lb.	Yes
Cover Stock (from the By-Pass Tray) - Minimum Weight: 65 lb.	Yes
<b>Duplexing</b>	
Duplex Minimum Paper Size (8.5 x 11)	Yes
Duplex Maximum Paper Size (11 x 17)	Yes
<b>Document Feeder: RADF or Duplex Scan</b>	
Type: RADF or Duplex Scan	Yes

Minimum Paper Size (8.5 x 11)	Yes
Maximum Paper Size (11 x 17)	Yes
Sheet(s): 50	270
<b>Original Types</b>	
books, magazines, bound items	Yes
laser-printed originals	Yes
photographs and pencil originals	Yes
colored originals, receipts, invoices, and client paper work	Yes
<b>Additional Device Requirements</b>	
Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?	Yes n/a
This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a
This device's address book must be able to accommodate up to 700 email addresses.	Yes n/a
<b>Zoom - Reduction/Enlargement</b>	
Zoom (25% - 400% / 1%)	25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Controller Options: PostScript Level 3 Print Driver Manuf#: n/a	included	included	included
Additional Scanner Options: Color Scanning Manuf#: n/a	included	included	included
Additional Scanner Options: Scan to File or Email in a Searchable PDF file format Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	\$398.50	\$8.07	\$7.78
Paper Source (8.5 x 11 LCT / 1000 Sheets) Manuf#: n/a	included	included	included
Paper Source (Envelope Tray (would replace one of the 500-sheet trays) / 500 Sheets) Manuf#: n/a	included	included	included
Stacker (1 - Tray Stacker with Stapling) Manuf#: n/a	\$586.50	\$11.87	\$11.45
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch) Manuf#: n/a	\$817.45	\$16.55	\$15.96
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device. Manuf#: n/a			

**Optional Equipment Configuration**

**Additional Controller Options: PostScript Level 3 Print Driver**

Manuf#: n/a

PostScript Level 3 Print Driver	Yes n/a
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**Additional Scanner Options: Color Scanning**

Manuf#: n/a

Color Scanning	Yes n/a
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**Additional Scanner Options: Scan to File or Email in a Searchable PDF file format**

Manuf#: n/a

Scan to File or Email in a Searchable PDF file format	Yes n/a
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**Faxing**

Manuf#: n/a

Fax Lines (1 Lines)	1
Fax Memory (250 Pages)	250
Fax Modem Speed (33.6 Kbps)	33.6
Additional Fax Capability (G-3 Compatibility)	Yes
Additional Fax Capability (Fax Forward to Email)	Yes

**Paper Source (8.5 x 11 LCT / 1000 Sheets)**

Manuf#: n/a

8.5 x 11 LCT/ 1000 sheet(s)	3000
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**Paper Source (Envelope Tray (would replace one of the 500-sheet trays) / 500 Sheets)**

Manuf#: n/a

Envelope Tray (would replace one of the 500-sheet trays) / 500 sheet(s)	500
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**Stacker (1 - Tray Stacker with Stapling)**

Manuf#: n/a

Stacker (1 - Tray Stacker with Stapling)	Yes
Stacker Bin 1 Sheets (Tray 1 / 500 Sheets)	1000
Stacker Bin 2 Sheets ( / Sheets)	500
Stacker Bin 3 Sheets(not required)	0
Stacker Stapling (2 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50

**Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)**

Manuf#: n/a

Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)	-
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	500
Stacker Bin 2 Sheets (Tray 2 / 1000 Sheets)	1000
Stacker Bin 3 Sheets(not required)	0
Stacker Stapling (2 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50
Stacker Punching (3 Positions)	Yes

**Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.**

Manuf#: n/a

Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.	Yes n/a
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**Service Pricing: No Minimum Volume Guaranteed B/W:**

Volume: 0 B/W/month

Quarterly Price

		B/W Impressions Included	B/W Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500
Year 2	\$0.00	0	\$0.00525
Year 3	\$0.00	0	\$0.00550
Year 4	\$0.00	0	\$0.00577
Year 5	\$0.00	0	\$0.00600

**→ 45PPM B/W Copy/Print/Scan**  
Anticipated Number of Devices Needed: 1

**Device Information**

Make & Model	<b>Kyocera TASKalfa 5002i</b>
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**Device Pricing**

	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$3,480.50	\$70.45	\$67.01
Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

**Equipment Included in Device Pricing**

**Device General**

Device Speed (45 ppm)	50
Voltage	120
Amperage	12
Electrical Receptacle NEMA ID	5-15R
Copying/Printing DPI (600 x 600)	600 x 600

**Network Printing**

Controller Type (Embedded Print Controller w/ NIC Card)	YES
Controller RAM (256 Mb)	4000
Controller Hard Drive (40 Gb)	320
Controller Driver (PCL Version: 5e)	PCL5
Controller Driver (PCL Version: 6)	PCL6

**Additional Controller Requirements**

Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	Yes n/a
This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a

Secure / Private / Confidential Printing: This must include all hardware, i.e. hard drive and/or memory, and software required to be fully functional.	Yes n/a
<b>Scanner</b>	
Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (JPEG)	Yes
Scanner File Type (TIFF)	Yes
Scanner Speed (45 ppm)	100
Scanner DPI (600 x 600)	600 x 600
<b>Additional Scanner Requirements</b>	
The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
<b>Device General</b>	
Device Copying Hard Drive (40 Gb)	320
Device Copying RAM (256 Mb)	4000
<b>Paper Sources</b>	
By-Pass Tray/ 50 sheet(s)	150
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 LCT/ 1000 sheet(s)	3000
Additional Standard Paper Source 1 (if applicable)	PF-7100 3000 Sheets
Additional Standard Paper Source 2 (if applicable)	-
<b>Paper Types</b>	
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
Avery Labels - Minimum Weight: Standard lb.	Yes
Envelopes (from the By-Pass Tray) - Minimum Weight: Standard lb.	Yes
Cover Stock (from the By-Pass Tray) - Minimum Weight: 65 lb.	Yes
<b>Duplexing</b>	
Duplex Minimum Paper Size (8.5 x 11)	Yes
Duplex Maximum Paper Size (11 x 17)	Yes
<b>Document Feeder: RADF or Duplex Scan</b>	
Type: RADF or Duplex Scan	Yes
Minimum Paper Size (8.5 x 11)	Yes
Maximum Paper Size (11 x 17)	Yes
Sheet(s): 50	270
<b>Original Types</b>	
books, magazines, bound items	Yes
laser-printed originals	Yes
photographs and pencil originals	Yes
colored originals, receipts, invoices, and client paper work	Yes
<b>Additional Device Requirements</b>	
Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?	Yes n/a

This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a
<b>Zoom - Reduction/Enlargement</b>	
Zoom (25% - 400% / 1%)	25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Controller Options: PostScript Level 3 Print Driver. Manuf#: n/a	included	included	included
Additional Scanner Options: Color Scanning Manuf#: n/a	included	included	included
Additional Scanner Options: Scan to File or Email in an Searchable PDF file format Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	\$398.50	\$8.07	\$7.67
Paper Source (8.5 x 11 LCT / 1000 Sheets) Manuf#: n/a	included	included	included
Paper Source (Envelope Tray (would replace one of the 500- sheet trays) / 500 Sheets) Manuf#: n/a	included	included	included
Stacker (1 - Tray Stacker with Stapling) Manuf#: n/a	\$586.50	\$11.87	\$11.29
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch) Manuf#: n/a	\$817.45	\$16.55	\$15.74
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device. Manuf#: n/a			

<b>Optional Equipment Configuration</b>	
<b>Additional Controller Options: PostScript Level 3 Print Driver.</b> Manuf#: n/a	
PostScript Level 3 Print Driver.	Yes n/a
<b>Additional Scanner Options: Color Scanning</b> Manuf#: n/a	
Color Scanning	Yes n/a
<b>Additional Scanner Options: Scan to File or Email in an Searchable PDF file format</b> Manuf#: n/a	
Scan to File or Email in an Searchable PDF file format	Yes n/a
<b>Faxing</b> Manuf#: n/a	
Fax Lines (1 Lines)	1



Fax Memory (250 Pages)	250
Fax Modem Speed (33.6 Kbps)	33.6
Additional Fax Capability (G-3 Compatibility)	Yes
Additional Fax Capability (Fax Forward to Email)	Yes
<b>Paper Source (8.5 x 11 LCT / 1000 Sheets)</b>	
Manuf#: n/a	
8.5 x 11 LCT/ 1000 sheet(s)	7650
<b>Paper Source (Envelope Tray (would replace one of the 500-sheet trays) / 500 Sheets)</b>	
Manuf#: n/a	
Envelope Tray (would replace one of the 500-sheet trays) / 500 sheet(s)	500
<b>Stacker (1 - Tray Stacker with Stapling)</b>	
Manuf#: n/a	
Stacker (1 - Tray Stacker with Stapling)	Yes
Stacker Bin 1 Sheets (Tray 1 / 1000 Sheets)	1000
Stacker Bin 2 Sheets ( / Sheets)	500
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50
<b>Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)</b>	
Manuf#: n/a	
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)	-
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	500
Stacker Bin 2 Sheets (Tray 2 / 1000 Sheets)	1000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50
Stacker Punching (3 Positions)	Yes
<b>Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.</b>	
Manuf#: n/a	
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.	Yes n/a

<b>Service Pricing: No Minimum Volume Guaranteed B/W:</b>			
Volume: 0 B/W/month			
	Quarterly Price	B/W Impressions Included	B/W Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500
Year 2	\$0.00	0	\$0.00525
Year 3	\$0.00	0	\$0.00550
Year 4	\$0.00	0	\$0.00570
Year 5	\$0.00	0	\$0.00600

→ **55PPM B/W Copy/Print/Scan**  
 Anticipated Number of Devices Needed: 1

**Device Information**

Make & Model **Kyocera TASKalfa 6002I**

**Device Pricing**

	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$3,962.08	\$80.20	\$76.29
Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

**Equipment Included in Device Pricing**

**Device General**

Device Speed (55 ppm)	60
Voltage	120
Amperage	12
Electrical Receptacle NEMA ID	5-15R
Copying/Printing DPI (600 x 600)	600 x 600

**Network Printing**

Controller Type (Embedded Print Controller w/ NIC Card)	YES
Controller RAM (512 Mb)	4000
Controller Hard Drive (40 Gb)	320
Controller Driver (PCL Version: 5e)	PCL5
Controller Driver (PCL Version: 6)	PCL6

**Additional Controller Requirements**

Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	Yes n/a
This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface. The usage reports must include copy usage, print usage, and total usage.	Yes n/a
Secure / Private / Confidential Printing: This must include all hardware, i.e., hard drive and/or memory, and software required to be fully functional.	Yes n/a

**Scanner**

Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (JPEG)	Yes
Scanner File Type (TIFF)	Yes
Scanner Speed (55 ppm)	100
Scanner DPI (600 x 600)	600 x 600

**Additional Scanner Requirements**

The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
<b>Device General</b>	
Device Copying Hard Drive (40 Gb)	320
Device Copying RAM (512 Mb)	4000
<b>Paper Sources</b>	
By-Pass Tray/ 50 sheet(s)	150
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 LCT/ 1000 sheet(s)	1000
Additional Standard Paper Source 1 (if applicable)	PF -7100 3000 Sheets
Additional Standard Paper Source 2 (if applicable)	PF-7120 3000 Sheets
<b>Paper Types</b>	
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
Avery Labels - Minimum Weight: Standard lb.	Yes
Envelopes (from the By-Pass Tray) - Minimum Weight: Standard lb.	Yes
Cover Stock (from the By-Pass Tray) - Minimum Weight: 67 lb.	Yes
<b>Duplexing</b>	
Duplex Minimum Paper Size (8.5 x 11)	Yes
Duplex Maximum Paper Size (11 x 17)	Yes
<b>Document Feeder: RADF or Duplex Scan</b>	
Type: RADF or Duplex Scan	Yes
Minimum Paper Size (8.5 x 11)	Yes
Maximum Paper Size (11 x 17)	Yes
Sheet(s): 50	270
<b>Original Types</b>	
books, magazines, bound items	Yes
laser-printed originals	Yes
photographs and pencil originals	Yes
colored originals, receipts, invoices, and client paper work	Yes
<b>Additional Device Requirements</b>	
Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?	Yes n/a
This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a
<b>Zoom - Reduction/Enlargement</b>	
Zoom (25% - 400% / 1%)	25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Controller Options: PostScript Level 3 Print Driver Manuf#: n/a	included	included	included

Additional Scanner Options: Color Scanning Manuf#: n/a	included	included	included
Additional Scanner Options: Scan to File or Email in a Searchable PDF file format Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	\$398.50	\$8.07	\$7.67
Paper Source (8.5 x 11 LCT / 2000 Sheets) Manuf#: n/a	included	included	included
Stacker (1 - Tray Stacker with Stapling) Manuf#: n/a	\$586.50	\$11.87	\$11.29
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch) Manuf#: n/a	\$817.45	\$16.55	\$15.74
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device. Manuf#: n/a			

**Optional Equipment Configuration**

**Additional Controller Options: PostScript Level 3 Print Driver**

Manuf#: n/a

PostScript Level 3 Print Driver	Yes n/a
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**Additional Scanner Options: Color Scanning**

Manuf#: n/a

Color Scanning	Yes n/a
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**Additional Scanner Options: Scan to File or Email in a Searchable PDF file format**

Manuf#: n/a

Scan to File or Email in a Searchable PDF file format	Yes n/a
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**Faxing**

Manuf#: n/a

Fax Lines (1 Lines)	1
Fax Memory (250 Pages)	250
Fax Modem Speed (33.6 Kbps)	33.6
Additional Fax Capability (G-3 Compatibility)	Yes
Additional Fax Capability (Fax Forward to Email)	Yes

**Paper Source (8.5 x 11 LCT / 2000 Sheets)**

Manuf#: n/a

8.5 x 11 LCT/ 2000 sheet(s)	3000
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**Stacker (1 - Tray Stacker with Stapling)**

Manuf#: n/a

Stacker (1 - Tray Stacker with Stapling)	Yes
Stacker Bin 1 Sheets (Tray 1 / 1000 Sheets)	1000
Stacker Bin 2 Sheets ( / Sheets)	500
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50

<b>Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)</b>	
Manuf#: n/a	
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)	-
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	500
Stacker Bin 2 Sheets (Tray 2 / 1000 Sheets)	1000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50
Stacker Punching (3 Positions)	Yes
<b>Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.</b>	
Manuf#: n/a	
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.	Yes n/a

<b>Service Pricing: No Minimum Volume Guaranteed B/W:</b>			
Volume: 0 B/W/month			
	Quarterly Price	B/W Impressions Included	B/W Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500
Year 2	\$0.00	0	\$0.00525
Year 3	\$0.00	0	\$0.00550
Year 4	\$0.00	0	\$0.00570
Year 5	\$0.00	0	\$0.00600

**→ 90PPM B/W Copy/Print/Scan**  
 Anticipated Number of Devices Needed: 1

<b>Device Information</b>	
Make & Model	Kyocera TASKALFA 8002I

<b>Device Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$7,360.00	\$148.97	\$141.71
Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

<b>Equipment Included in Device Pricing</b>	
<b>Device General</b>	
Device Speed (90 ppm)	80
Voltage	120
Amperage	12
Electrical Receptacle NEMA ID	5-20R
Copying/Printing DPI (600 x 600)	600 x 600
<b>Network Printing</b>	
Controller Type (Embedded Print Controller w/ NIC Card)	YES

Controller RAM (512 Mb)	4500
Controller Hard Drive (40 Gb)	320
Controller Driver (PCL Version: 5e)	PCL5
Controller Driver (PCL Version: 6)	PCL6
<b>Additional Controller Requirements</b>	
Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	Yes n/a
This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface. The usage reports must include copy usage, print usage, and total usage.	Yes n/a
Secure / Private / Confidential Printing: This must include all hardware, i.e., hard drive and/or memory, and software required to be fully functional.	Yes n/a
<b>Scanner</b>	
Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (TIFF)	Yes
Scanner File Type (JPEG)	Yes
Scanner Speed (90 ppm)	120
Scanner DPI (600 x 600)	600 x 600
<b>Additional Scanner Requirements</b>	
The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
<b>Device General</b>	
Device Copying Hard Drive (40 Gb)	320
Device Copying RAM (512 Mb)	4500
<b>Paper Sources</b>	
By-Pass Tray/ 100 sheet(s)	150
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 LCT/ 1000 sheet(s)	1500
8.5 x 11 LCT/ 1000 sheet(s)	1500
Additional Standard Paper Source 1 (if applicable)	-
Additional Standard Paper Source 2 (if applicable)	-
<b>Paper Types</b>	
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
Cover Stock (from the By-Pass Tray) - Minimum Weight: 67 lb.	Yes

<b>Duplexing</b>		
Duplex Minimum Paper Size (8.5 x 11)		Yes
Duplex Maximum Paper Size (11 x 17)		Yes
<b>Document Feeder: RADF Type or Duplex Scan</b>		
Type: RADF Type or Duplex Scan		Yes
Minimum Paper Size (8.5 x 11)		Yes
Maximum Paper Size (11 x 17)		Yes
Sheet(s): 75		270
<b>Original Types</b>		
books, magazines, bound items		Yes
laser-printed originals		Yes
photographs and pencil originals		Yes
colored originals, receipts, invoices, and client paper work		Yes
<b>Additional Device Requirements</b>		
Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?		Yes n/a
This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.		Yes n/a
<b>Zoom - Reduction/Enlargement</b>		
Zoom (25% - 400% / 1%)		25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Controller Options: PostScript Level 3 Print Driver Manuf#: n/a	included	included	included
Additional Scanner Options: Color Scanning Manuf#: n/a	included	included	included
Additional Scanner Options: Scan to File or Email in a Searchable PDF file format Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	\$398.50	\$8.07	\$7.67
Paper Source (8.5 x 11 LCT / 2000 Sheets) Manuf#: n/a	included	included	included
Stacker (2 - Tray Stacker with Stapling) Manuf#: n/a	\$917.50	\$18.57	\$17.67
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch) Manuf#: n/a	\$1,149.00	\$23.26	\$22.12
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device. Manuf#: n/a			

**Optional Equipment Configuration**

**Additional Controller Options: PostScript Level 3 Print Driver**

Manuf#: n/a

PostScript Level 3 Print Driver	Yes n/a
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**Additional Scanner Options: Color Scanning**

Manuf#: n/a

Color Scanning	Yes n/a
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**Additional Scanner Options: Scan to File or Email in a Searchable PDF file format**

Manuf#: n/a

Scan to File or Email in a Searchable PDF file format	Yes n/a
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**Faxing**

Manuf#: n/a

Fax Lines (1 Lines)	1
Fax Memory (250 Pages)	250
Fax Modem Speed (33.3 Kbps)	33.3
Additional Fax Capability (G-3 Compatibility)	Yes
Additional Fax Capability (Fax Forward to Email)	Yes

**Paper Source (8.5 x 11 LCT / 2000 Sheets)**

Manuf#: n/a

8.5 x 11 LCT/ 2000 sheet(s)	3000
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**Stacker (2 - Tray Stacker with Stapling)**

Manuf#: n/a

Stacker (2 - Tray Stacker with Stapling)	Yes
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	250
Stacker Bin 2 Sheets (Tray 2 / 2000 Sheets)	4000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50

**Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)**

Manuf#: n/a

Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)	-
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	250
Stacker Bin 2 Sheets (Tray 2 / 2000 Sheets)	4000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50
Stacker Punching (3 Positions)	Yes

**Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.**

Manuf#: n/a

Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.	Yes n/a
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**Service Pricing: No Minimum Volume Guaranteed B/W:**

Volume: 0 B/W/month

	Quarterly Price	B/W Impressions Included	B/W Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500
Year 2	\$0.00	0	\$0.00525



Year 3	\$0.00	0	\$0.00550
Year 4	\$0.00	0	\$0.00577
Year 5	\$0.00	0	\$0.00600

→ **Color 35PPM B/W 35PPM Copy/Print/Scan**  
 Anticipated Number of Devices Needed: 1

**Device Information**

Make & Model	<b>Kyocera TASKalfa 4052ci</b>
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**Device Pricing**

	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$4,546.55	\$92.03	\$87.54
Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

**Equipment Included in Device Pricing**

**Device General**

Device Speed (35 ppm)	40
Voltage	120
Amperage	12
Electrical Receptacle NEMA ID	5-15R
Copying/Printing DPI (600 x 600)	600 x 600

**Network Printing**

Controller Type (Embedded Print Controller w/ NIC Card)	Yes
Controller RAM (256 Mb)	4000
Controller Hard Drive (5 Gb)	320
Controller Driver (PCL Version: 5e)	PCL5c/PCLe
Controller Driver (PCL Version: 6)	PCL6
Controller Driver (PostScript Version: Level 3)	Level 3

**Additional Controller Requirements**

Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	Yes n/a
This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface. The usage reports must include copy usage, print usage, and total usage.	Yes n/a
	Yes n/a

Secure / Private / Confidential Printing: This must include all hardware, i.e., hard drive and/or memory, and software required to be fully functional.	
<b>Scanner</b>	
Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (JPEG)	Yes
Scanner File Type (TIFF)	Yes
Scanner Speed (35 ppm)	100
Scanner DPI (600 x 600)	600 x 600
<b>Additional Scanner Requirements</b>	
The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
Color Scanning	Yes n/a
<b>Device General</b>	
Device Copying Hard Drive (5 Gb)	320
Device Copying RAM (256 Mb)	4000
<b>Paper Sources</b>	
By-Pass Tray/ 50 sheet(s)	150
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
Additional Standard Paper Source 1 (if applicable)	PF-7110 3100 Sheets
Additional Standard Paper Source 2 (if applicable)	PF-7120 3000 Sheets
<b>Paper Types</b>	
Cover Stock (from the By-Pass Tray) - Minimum Weight: 65 lb.	Yes
Avery Labels - Minimum Weight: Standard lb.	Yes
Envelopes (from the By-Pass Tray) - Minimum Weight: Standard lb.	Yes
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
<b>Duplexing</b>	
Duplex Minimum Paper Size (8.5 x 11)	Yes
Duplex Maximum Paper Size (11 x 17)	Yes
<b>Document Feeder: RADF or Duplex Scan</b>	
Type: RADF or Duplex Scan	Yes
Minimum Paper Size (8.5 x 11)	Yes
Maximum Paper Size (11 x 17)	Yes
Sheet(s): 50	270
<b>Original Types</b>	
books, magazines, bound items	Yes
laser-printed originals	Yes
photographs and pencil originals	Yes
colored originals, receipts, invoices, and client paper work	Yes
<b>Additional Device Requirements</b>	

Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?	Yes n/a
This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a
This device's address book must be able to accommodate up to 700 email addresses.	Yes n/a
<b>Zoom - Reduction/Enlargement</b>	
Zoom (25% - 400% / 1%)	25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Scanner Options: Scan to File or Email in a Searchable PDF file format Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	\$386.50	\$7.82	\$7.44
Paper Source (8.5 x 11 LCT / 1000 Sheets) Manuf#: n/a	included	included	included
Paper Source (Envelope Tray (would replace one of the 500-sheet trays) / 500 Sheets) Manuf#: n/a	included	included	included
Stacker (1 - Tray Stacker with Stapling) Manuf#: n/a	\$586.50	\$11.87	\$11.29
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch) Manuf#: n/a	\$817.45	\$16.55	\$15.74
Finisher Additional: Print driver functionality allows the users to select all finishing options as applicable based on the configuration of the device. Manuf#: n/a			

<b>Optional Equipment Configuration</b>	
<b>Additional Scanner Options: Scan to File or Email in a Searchable PDF file format</b> Manuf#: n/a	
Scan to File or Email in a Searchable PDF file format	Yes n/a
<b>Faxing</b> Manuf#: n/a	
Fax Lines (1 Lines)	1
Fax Memory (250 Pages)	250
Fax Modem Speed (33.6 Kbps)	33.6
Additional Fax Capability (Fax forward to email)	Yes
Additional Fax Capability (G-3 Compatibility)	Yes
<b>Paper Source (8.5 x 11 LCT / 1000 Sheets)</b> Manuf#: n/a	
8.5 x 11 LCT/ 1000 sheet(s)	3000

**Paper Source (Envelope Tray (would replace one of the 500-sheet trays) / 500 Sheets)**

Manuf#: n/a

Envelope Tray (would replace one of the 500-sheet trays) / 500 sheet(s)	500
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**Stacker (1 - Tray Stacker with Stapling)**

Manuf#: n/a

Stacker (1 - Tray Stacker with Stapling)	Yes
Stacker Bin 1 Sheets (Tray 1 / 500 Sheets)	500
Stacker Bin 2 Sheets (- / - Sheets)	1000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (2 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50

**Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)**

Manuf#: n/a

Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)	Yes
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	500
Stacker Bin 2 Sheets (Tray 2 / 1000 Sheets)	4000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (2 Positions)	3
Stacker Stapling Sheets (50 Sheets)	65
Stacker Punching (3 Positions)	Yes

**Finisher Additional: Print driver functionality allows the users to select all finishing options as applicable based on the configuration of the device.**

Manuf#: n/a

Finisher Additional: Print driver functionality allows the users to select all finishing options as applicable based on the configuration of the device.	Yes n/a
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**Service Pricing: No Minimum Volume Guaranteed:**

Volume: 0 B/W/month; 0 Color/month

	Quarterly Price	B/W Impressions Included	B/W Overage Cost (per Click)	Color Impressions Included	Color Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500	0	\$0.04000
Year 2	\$0.00	0	\$0.00550	0	\$0.04200
Year 3	\$0.00	0	\$0.00525	0	\$0.04410
Year 4	\$0.00	0	\$0.00577	0	\$0.04630
Year 5	\$0.00	0	\$0.00600	0	\$0.04860

**→ Color 45PPM B/W 45PPM Copy/Print/Scan**

Anticipated Number of Devices Needed: 2

**Device Information**

Make & Model	Kyocera TASKalfa 5052ci
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**Device Pricing**

	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$5,282.45	\$106.92	\$101.71

Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

**Equipment Included in Device Pricing**

**Device General**

Device Speed (45 ppm)	50
Voltage	120
Amperage	12
Electrical Receptacle NEMA ID	5-15R
Copying/Printing DPI (600 x 600)	600 x 600

**Network Printing**

Controller Type (Embedded Print Controller w/ NIC Card)	YES
Controller RAM (256 Mb)	4000
Controller Hard Drive (40 Gb)	320
Controller Driver (PCL Version: 5e)	PCL5e/PCL5c
Controller Driver (PCL Version: 6)	PCL6
Controller Driver (PostScript Version: Level 3)	Level 3

**Additional Controller Requirements**

Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	Yes n/a
This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface. The usage reports must include copy usage, print usage, and total usage.	Yes n/a
Secure / Private / Confidential Printing: This must include all hardware, i.e. hard drive and/or memory, and software required to be fully functional.	Yes n/a

**Scanner**

Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (JPEG)	Yes
Scanner File Type (TIFF)	Yes
Scanner Speed (45 ppm)	100
Scanner DPI (600 x 600)	600 x 600

**Additional Scanner Requirements**

The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
Color Scanning	Yes n/a

<b>Device General</b>	
Device Copying Hard Drive (40 Gb)	320
Device Copying RAM (256 Mb)	4000
<b>Paper Sources</b>	
By-Pass Tray/ 50 sheet(s)	150
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 LCT/ 1000 sheet(s)	1000
Additional Standard Paper Source 1 (if applicable)	PF-7110 3100 Sheets
Additional Standard Paper Source 2 (if applicable)	PF-7120 3000 Sheets
<b>Paper Types</b>	
Cover Stock (from the By-Pass Tray) - Minimum Weight: 65 lb.	Yes
Avery Labels - Minimum Weight: Standard lb.	Yes
Envelopes (from the By-Pass Tray) - Minimum Weight: Standard lb.	Yes
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
<b>Duplexing</b>	
Duplex Minimum Paper Size (8.5 x 11)	Yes
Duplex Maximum Paper Size (11 x 17)	Yes
<b>Document Feeder: RADF or Duplex Scan</b>	
Type: RADF or Duplex Scan	Yes
Minimum Paper Size (8.5 x 11)	Yes
Maximum Paper Size (11 x 17)	Yes
Sheet(s): 50	270
<b>Original Types</b>	
books, magazines, bound items	Yes
laser-printed originals	Yes
photographs and pencil originals	Yes
colored originals, receipts, invoices, and client paper work	Yes
<b>Additional Device Requirements</b>	
Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?	Yes n/a
This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a
<b>Zoom - Reduction/Enlargement</b>	
Zoom (25% - 400% / 1%)	25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Scanner Options: Scan to File or Email in a Searchable PDF file format Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	\$398.50	\$8.07	\$7.67
	included	included	included

Paper Source (8.5 x 11 LCT / 1000 Sheets) Manuf#: n/a			
Paper Source (Envelope Tray (would replace one of the 500-sheet trays) / 500 Sheets) Manuf#: n/a	included	included	included
Stacker (1 - Tray Stacker with Stapling ) Manuf#: n/a	\$586.30	\$11.87	\$11.29
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch ) Manuf#: n/a	\$817.45	\$16.55	\$15.74
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device. Manuf#: n/a			

<b>Optional Equipment Configuration</b>	
<b>Additional Scanner Options: Scan to File or Email in a Searchable PDF file format</b> Manuf#: n/a	
Scan to File or Email in a Searchable PDF file format	Yes n/a
<b>Faxing</b> Manuf#: n/a	
Fax Lines (1 Lines)	1
Fax Memory (250 Pages)	250
Fax Modem Speed (33.6 Kbps)	33.6
Additional Fax Capability (G-3 Compatibility)	Yes
Additional Fax Capability (Fax Forward to Email)	Yes
<b>Paper Source (8.5 x 11 LCT / 1000 Sheets)</b> Manuf#: n/a	
8.5 x 11 LCT/ 1000 sheet(s)	7650
<b>Paper Source (Envelope Tray (would replace one of the 500-sheet trays) / 500 Sheets)</b> Manuf#: n/a	
Envelope Tray (would replace one of the 500-sheet trays) / 500 sheet(s)	500
<b>Stacker (1 - Tray Stacker with Stapling )</b> Manuf#: n/a	
Stacker (1 - Tray Stacker with Stapling )	Yes
Stacker Bin 1 Sheets (Tray 1 / 1000 Sheets)	1000
Stacker Bin 2 Sheets ( not required)	250
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (2 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50
<b>Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch )</b> Manuf#: n/a	
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch )	-
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	250
Stacker Bin 2 Sheets (Tray 2 / 1000 Sheets)	4000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (2 Positions)	3
Stacker Stapling Sheets (50 Sheets)	65

Stacker Punching (3 Positions)	Yes
<b>Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.</b>	
Manuf#: n/a	
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.	Yes n/a

<b>Service Pricing: No Minimum Volume Guaranteed:</b>					
Volume: <b>0</b> B/W/month; <b>0</b> Color/month					
	Quarterly Price	B/W Impressions Included	B/W Overage Cost (per Click)	Color Impressions Included	Color Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500	0	\$0.04000
Year 2	\$0.00	0	\$0.00525	0	\$0.04200
Year 3	\$0.00	0	\$0.00550	0	\$0.04410
Year 4	\$0.00	0	\$0.00577	0	\$0.04630
Year 5	\$0.00	0	\$0.00600	0	\$0.04860

**→ Color 55PPM B/W 55PPM Copy/Print/Scan**  
 Anticipated Number of Devices Needed: **1**

<b>Device Information</b>	
Make & Model	<b>Kyocera 6052ci</b>

<b>Device Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$6,407.73	\$129.70	\$123.37
Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

<b>Equipment Included in Device Pricing</b>	
<b>Device General</b>	
Device Speed (55 ppm)	60
Voltage	120
Amperage	12
Electrical Receptacle NEMA ID	5-15R
Copying/Printing DPI (600 x 600)	600 x 600
<b>Network Printing</b>	
Controller Type (Embedded Print Controller w/ NIC Card)	Yes
Controller RAM (512 Mb)	4000
Controller Hard Drive (40 Gb)	320
Controller Driver (PCL Version: 5e)	PCL5c/PCLe
Controller Driver (PCL Version: 6)	PCL6
Controller Driver (PostScript Version: Level 3)	Level 3
<b>Additional Controller Requirements</b>	



Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	Yes n/a
This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a
Secure / Private / Confidential Printing: This must include all hardware, i.e. hard drive and/or memory, and software required to be fully functional.	Yes n/a
<b>Scanner</b>	
Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (JPEG)	Yes
Scanner File Type (TIFF)	Yes
Scanner Speed (55 ppm)	100
Scanner DPI (600 x 600)	600 x 600
<b>Additional Scanner Requirements</b>	
The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
Color Scanning	Yes n/a
<b>Device General</b>	
Device Copying Hard Drive (40 Gb)	320
Device Copying RAM (512 Mb)	4000
<b>Paper Sources</b>	
By-Pass Tray/ 50 sheet(s)	150
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 LCT/ 1000 sheet(s)	1550
8.5 x 11 LCT/ 1000 sheet(s)	1550
Additional Standard Paper Source 1 (if applicable)	PF-7120 3000 Sheets
Additional Standard Paper Source 2 (if applicable)	-
<b>Paper Types</b>	
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
Cover Stock (from the By-Pass Tray) - Minimum Weight: 65 lb.	Yes
Avery Labels - Minimum Weight: Standard lb.	Yes
Envelopes (from the By-Pass Tray) - Minimum Weight: Standard lb.	Yes
<b>Duplexing</b>	

Duplex Minimum Paper Size (8.5 x 11)	Yes
Duplex Maximum Paper Size (11 x 17)	Yes
<b>Document Feeder: RADF or Duplex Scan</b>	
Type: RADF or Duplex Scan	Yes
Minimum Paper Size (8.5 x 11)	Yes
Maximum Paper Size (11 x 17)	Yes
Sheet(s): 50	270
<b>Original Types</b>	
books, magazines, bound items	Yes
laser-printed originals	Yes
photographs and pencil originals	Yes
colored originals, receipts, invoices, and client paper work	Yes
<b>Additional Device Requirements</b>	
Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?	Yes n/a
This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a
<b>Zoom - Reduction/Enlargement</b>	
Zoom (25% - 400% / 1%)	25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Scanner Options: Scan to File or Email in a Searchable PDF file format Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	included	included	included
Paper Source (8.5 x 11 LCT / 2000 Sheets) Manuf#: n/a	included	included	included
Stacker (1 - Tray Stacker with Stapling) Manuf#: n/a	\$586.30	\$11.87	\$11.29
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch) Manuf#: n/a	\$817.45	\$16.55	\$15.74
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device. Manuf#: n/a			

<b>Optional Equipment Configuration</b>	
<b>Additional Scanner Options: Scan to File or Email in a Searchable PDF file format</b> Manuf#: n/a	
Scan to File or Email in a Searchable PDF file format	Yes n/a
<b>Faxing</b> Manuf#: n/a	

Fax Lines (1 Lines)	1
Fax Memory (250 Pages)	250
Fax Modem Speed (33.6 Kbps)	33.6
Additional Fax Capability (G-3 Compatibility)	Yes
Additional Fax Capability (Fax Forward to Email)	Yes
<b>Paper Source (8.5 x 11 LCT / 2000 Sheets)</b>	
Manuf#: n/a	
8.5 x 11 LCT/ 2000 sheet(s)	7650
<b>Stacker (1 - Tray Stacker with Stapling)</b>	
Manuf#: n/a	
Stacker (1 - Tray Stacker with Stapling)	Yes
Stacker Bin 1 Sheets (Tray 1 / 1000 Sheets)	1000
Stacker Bin 2 Sheets ( / Sheets)	250
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	50
<b>Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)</b>	
Manuf#: n/a	
Stacker (2 - Tray Stacker with Stapling and 3 Hole Punch)	Yes
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	250
Stacker Bin 2 Sheets (Tray 2 / 1000 Sheets)	4000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	65
Stacker Punching (3 Positions)	Yes
<b>Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.</b>	
Manuf#: n/a	
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.	Yes n/a

**Service Pricing: No Minimum Volume Guaranteed:**

Volume: 0 B/W/month; 0 Color/month

	Quarterly Price	B/W Impressions Included	B/W Overage Cost (per Click)	Color Impressions Included	Color Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500	0	\$0.04000
Year 2	\$0.00	0	\$0.00525	0	\$0.04200
Year 3	\$0.00	0	\$0.00550	0	\$0.04410
Year 4	\$0.00	0	\$0.00577	0	\$0.04630
Year 5	\$0.00	0	\$0.00600	0	\$0.04860

**→ Color 65PPM B/W 65PPM Copy/Print/Scan**

Anticipated Number of Devices Needed: 1

**Device Information**

Make & Model **Kyocera TASKalfa 7052ci**

<b>Device Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$8,337.50	\$168.76	\$160.53
Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

<b>Equipment Included in Device Pricing</b>	
<b>Device General</b>	
Device Speed (65 ppm)	70
Voltage	120
Amperage	12
Electrical Receptacle NEMA ID	5-20R
Copying/Printing DPI (600 x 600)	600 x 600
<b>Network Printing</b>	
Controller Type (Embedded Print Controller w/ NIC Card)	Yes
Controller RAM (512 Mb)	4500
Controller Hard Drive (40 Gb)	320
Controller Driver (PCL Version: 5e)	PLC5c/PCL5e
Controller Driver (PCL Version: 6)	PCL6
Controller Driver (PostScript Version: Level 3)	level 3
<b>Additional Controller Requirements</b>	
Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	Yes n/a
This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface. The usage reports must include copy usage, print usage, and total usage.	Yes n/a
Secure / Private / Confidential Printing: This must include all hardware, i.e. hard drive and/or memory, and software required to be fully functional.	Yes n/a
<b>Scanner</b>	
Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (JPEG)	Yes
Scanner File Type (TIFF)	Yes
Scanner Speed (65 ppm)	120
Scanner DPI (600 x 600)	600 x 600
<b>Additional Scanner Requirements</b>	

The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
Color Scanning	Yes n/a
<b>Device General</b>	
Device Copying Hard Drive (40 Gb)	320
Device Copying RAM (512 Mb)	4500
<b>Paper Sources</b>	
By-Pass Tray/ 100 sheet(s)	150
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 Tray/ 1000 sheet(s)	1550
8.5 x 11 Tray/ 1000 sheet(s)	1550
Additional Standard Paper Source 1 (if applicable)	PF-7120 3000 Sheets
Additional Standard Paper Source 2 (if applicable)	-
<b>Paper Types</b>	
Cover Stock (from the By-Pass Tray) - Minimum Weight: 65 lb.	Yes
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
<b>Duplexing</b>	
Duplex Minimum Paper Size (8.5 x 11)	Yes
Duplex Maximum Paper Size (11 x 17)	Yes
<b>Document Feeder: RADF or DSPF (Duplex Single Pass Feeder)</b>	
Type: RADF or DSPF (Duplex Single Pass Feeder)	Yes
Minimum Paper Size (8.5 x 11)	Yes
Maximum Paper Size (11 x 17)	Yes
Sheet(s): 50	270
<b>Additional Device Requirements</b>	
This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a
Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?	Yes n/a
<b>Zoom - Reduction/Enlargement</b>	
Zoom (25% - 400% / 1%)	25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Scanner Options: Scan to File or Email in a Searchable PDF file format Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	\$398.50	\$8.07	\$7.67
Paper Source (8.5 x 11 LCT / 2000 Sheets) Manuf#: n/a	included	included	included
	\$862.50	\$17.46	\$16.61

Stacker (2-Tray Stacker with Stapling) Manuf#: n/a			
Stacker ( 2-Tray Stacker with Stapling and Hole Punch) Manuf#: n/a	\$1,093.65	\$22.14	\$21.06
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device. Manuf#: n/a			

**Optional Equipment Configuration**

**Additional Scanner Options: Scan to File or Email in a Searchable PDF file format**

Manuf#: n/a

Scan to File or Email in a Searchable PDF file format	Yes n/a
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**Faxing**

Manuf#: n/a

Fax Lines (1 Lines)	1
Fax Memory (250 Pages)	250
Fax Modem Speed (33.6 Kbps)	33.6
Additional Fax Capability (G-3 Compatibility)	Yes
Additional Fax Capability (Fax Forward to Email)	Yes

**Paper Source (8.5 x 11 LCT / 2000 Sheets)**

Manuf#: n/a

8.5 x 11 LCT/ 2000 sheet(s)	7650
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**Stacker (2-Tray Stacker with Stapling)**

Manuf#: n/a

Stacker (2-Tray Stacker with Stapling)	Yes
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	250
Stacker Bin 2 Sheets (Tray 2 / 2000 Sheets)	4000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	65

**Stacker ( 2-Tray Stacker with Stapling and Hole Punch)**

Manuf#: n/a

Stacker ( 2-Tray Stacker with Stapling and Hole Punch)	Yes
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	250
Stacker Bin 2 Sheets (Tray 2 / 2000 Sheets)	4000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	65
Stacker Punching (3 Positions)	Yes

**Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.**

Manuf#: n/a

Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.	Yes n/a
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**Service Pricing: No Minimum Volume Guaranteed:**

Volume: 0 B/W/month; 0 Color/month

	Quarterly Price	B/W Impressions Included	B/W Overage Cost (per Click)	Color Impressions Included	Color Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500	0	\$0.04000
Year 2	\$0.00	0	\$0.00525	0	\$0.04200
Year 3	\$0.00	0	\$0.00550	0	\$0.04410
Year 4	\$0.00	0	\$0.00570	0	\$0.04630
Year 5	\$0.00	0	\$0.00600	0	\$0.04860

**→ Color 75PPM B/W 75PPM Copy/Print/Scan**  
 Anticipated Number of Devices Needed: 2

**Device Information**

Make & Model	Kyocera TASKalfa 8052ci
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**Device Pricing**

	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$10,005.00	\$202.51	\$192.64
Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

**Equipment Included in Device Pricing**

**Device General**

Device Speed (75 ppm)	80
Voltage	120
Amperage	12
Electrical Receptacle NEMA ID	5-20R
Copying/Printing DPI (600 x 600)	600 x 600

**Network Printing**

Controller Type (Embedded Print Controller w/ NIC Card)	YES
Controller RAM (512 Mb)	4500
Controller Hard Drive (40 Gb)	320
Controller Driver (PCL Version: 5e)	PCL5c/PCL5e
Controller Driver (PCL Version: 6)	PCL6
Controller Driver (PostScript Version: Level 3)	level 3

**Additional Controller Requirements**

Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	Yes n/a

This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface. The usage reports must include copy usage, print usage, and total usage.	Yes n/a
Secure / Private / Confidential Printing: This must include all hardware, i.e. hard drive and/or memory, and software required to be fully functional.	Yes n/a
<b>Scanner</b>	
Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (JPEG)	Yes
Scanner File Type (TIFF)	Yes
Scanner Speed (75 ppm)	120
Scanner DPI (600 x 600)	600 x 600
<b>Additional Scanner Requirements</b>	
The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
Color Scanning	Yes n/a
<b>Device General</b>	
Device Copying Hard Drive (40 Gb)	320
Device Copying RAM (512 Mb)	4500
<b>Paper Sources</b>	
By-Pass Tray/ 100 sheet(s)	150
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 - 11 x 17 Tray/ 500 sheet(s)	500
8.5 x 11 Tray/ 1000 sheet(s)	1550
8.5 x 11 Tray/ 1000 sheet(s)	1550
Additional Standard Paper Source 1 (if applicable)	PF 7120 3000 Sheets
Additional Standard Paper Source 2 (if applicable)	-
<b>Paper Types</b>	
Cover Stock (from the By-Pass Tray) - Minimum Weight: 65 lb.	Yes
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
<b>Duplexing</b>	
Duplex Minimum Paper Size (8.5 x 11)	Yes
Duplex Maximum Paper Size (11 x 17)	Yes
<b>Document Feeder: RADF or DSPF (Duplex Single Pass Feeder)</b>	
Type: RADF or DSPF (Duplex Single Pass Feeder)	Yes
Minimum Paper Size (8.5 x 11)	Yes
Maximum Paper Size (11 x 17)	Yes
Sheet(s): 50	270
<b>Additional Device Requirements</b>	
This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality	Yes n/a



must also allow the administrator to view usage by account code via a user-friendly interface.	
Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?	Yes n/a
<b>Zoom - Reduction/Enlargement</b>	
Zoom (25% - 400% / 1%)	25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Scanner Options: Scan to File or Email in a Searchable PDF file format Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	\$386.50	\$7.82	\$7.44
Paper Source (8.5 x 11 LCT / 2000 Sheets) Manuf#: n/a	included	included	included
Stacker (2-Tray Stacker with Stapling) Manuf#: n/a	\$862.50	\$17.46	\$16.61
Stacker ( 2-Tray Stacker with Stapling and Hole Punch) Manuf#: n/a	\$1,093.65	\$22.14	\$21.06
Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device. Manuf#: n/a			

<b>Optional Equipment Configuration</b>	
<b>Additional Scanner Options: Scan to File or Email in a Searchable PDF file format</b> Manuf#: n/a	
Scan to File or Email in a Searchable PDF file format	Yes n/a
<b>Faxing</b> Manuf#: n/a	
Fax Lines (1 Lines)	1
Fax Memory (250 Pages)	250
Fax Modem Speed (33.6 Kbps)	33.6
Additional Fax Capability (G-3 Compatibility)	Yes
Additional Fax Capability (Fax Forward to Email)	Yes
<b>Paper Source (8.5 x 11 LCT / 2000 Sheets)</b> Manuf#: n/a	
8.5 x 11 LCT/ 2000 sheet(s)	7650
<b>Stacker (2-Tray Stacker with Stapling)</b> Manuf#: n/a	
Stacker (2-Tray Stacker with Stapling)	Yes
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	250
Stacker Bin 2 Sheets (Tray 2 / 2000 Sheets)	4000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	65

**Stacker ( 2-Tray Stacker with Stapling and Hole Punch)**

Manuf#: n/a

Stacker ( 2-Tray Stacker with Stapling and Hole Punch)	Yes
Stacker Bin 1 Sheets (Tray 1 / 250 Sheets)	250
Stacker Bin 2 Sheets (Tray 2 / 2000 Sheets)	4000
Stacker Bin 3 Sheets(not required)	
Stacker Stapling (3 Positions)	3
Stacker Stapling Sheets (50 Sheets)	65
Stacker Punching (3 Positions)	Yes

**Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.**

Manuf#: n/a

Finisher Additional: Print driver functionality allows the user to select all finishing options as applicable based on the configuration of the device.	Yes n/a
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**Service Pricing: No Minimum Volume Guaranteed:**

Volume: 0 B/W/month; 0 B/W/month

	Quarterly Price	B/W Impressions Included	B/W Overage Cost (per Click)	B/W Impressions Included	B/W Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500	0	\$0.04000
Year 2	\$0.00	0	\$0.00525	0	\$0.04200
Year 3	\$0.00	0	\$0.00550	0	\$0.04410
Year 4	\$0.00	0	\$0.00570	0	\$0.04630
Year 5	\$0.00	0	\$0.00600	0	\$0.04860

**→ Desktop 35PPM B/W Copy/Print/Scan**

Anticipated Number of Devices Needed: 10

**Device Information**

Make & Model	Kyocera Ecosys M3550idn
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**Device Pricing**

	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Price	\$1,149.43	\$23.27	\$22.13
Security Deposits	-	0.0	0.0
Estimated Buy-Out	-	-	10%

**Equipment Included in Device Pricing**

**Device General**

Device Speed (35 ppm)	52
Voltage	120
Amperage	10.4
Electrical Receptacle NEMA ID	5-15R
Copying/Printing DPI (600 x 600)	600 x 600

**Network Printing**

Controller Type (Embedded Print Controller w/ NIC Card)	YES
Controller RAM (128 Mb)	1000
Controller Hard Drive (2 Gb)	2
Controller Driver (PCL Version: 5e)	PCL5e
Controller Driver (PCL Version: 6)	PCL6
<b>Additional Controller Requirements</b>	
This device must be able to automatically send email notification to at least 2 email addresses (that will be determined at the time of installation) that contains at minimum the serial number, model number, and monthly meter readings for total number of copies, total number of monochrome prints, and total number of pages scanned.	Yes n/a
This device must allow for at least 250 end-user print-control codes. The functionality must allow the administrator to set individual print limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface. The usage reports must include copy usage, print usage, and total usage.	Yes n/a
Secure / Private / Confidential Printing: This must include all hardware, i.e., hard drive and/or memory, and software required to be fully functional.	Yes n/a
Remote Administration: The Print Controller must allow IT the ability to access the device from the network and perform administrative functions remotely.	Yes n/a
Each device must be able to automatically send Email Error Notification to up to 2 designated addresses.	Yes n/a
<b>Scanner</b>	
Push Scanning	Yes
Scan to Network	Yes
Scan to Email	Yes
Scanner File Type (PDF)	Yes
Scanner File Type (TIFF)	Yes
Scanner File Type (JPEG)	Yes
Scanner Speed (35 ppm)	62
Scanner DPI (600 x 600)	600 x 600
<b>Additional Scanner Requirements</b>	
The device must support all functions and applications of Active Directory's central authentication and authorization services as implemented by IT through the use of LDAP directory services.	Yes n/a
<b>Device General</b>	
Device Copying Hard Drive (2 Gb)	2
Device Copying RAM (128 Mb)	1000
<b>Paper Sources</b>	
By-Pass Tray/ 50 sheet(s)	100
8.5 x 11 Tray/ 500 sheet(s)	500
Additional Standard Paper Source 1 (if applicable)	PF-320 500 Sheets
Additional Standard Paper Source 2 (if applicable)	PF-320 1500 Sheets
<b>Paper Types</b>	
Index Paper (from the By-Pass Tray) - Minimum Weight: 90 lb.	Yes
Avery Labels - Minimum Weight: Standard lb.	Yes
	Yes

Envelopes (from the By-Pass Tray) - Minimum Weight: Standard lb.	
Cover Stock (from the By-Pass Tray) - Minimum Weight: 65 lb.	Yes
<b>Duplexing</b>	
Duplex Minimum Paper Size (8.5 x 11)	Yes
Duplex Maximum Paper Size (8.5 x 14)	Yes
<b>Document Feeder: RADF or Duplex Scan</b>	
Type: RADF or Duplex Scan	Yes
Minimum Paper Size (8.5 x 11)	Yes
Maximum Paper Size (8.5 x 14)	Yes
Sheet(s): 50	75
<b>Original Types</b>	
books, magazines, bound items	Yes
laser-printed originals	Yes
photographs and pencil originals	Yes
colored originals, receipts, invoices, and client paper work	Yes
<b>Additional Device Requirements</b>	
Is this device Energy Star Compliant as defined by the US Environmental Protection Agency (EPA)?	Yes n/a
This device must allow for at least 250 end-user copy-control codes. The functionality must allow the administrator to set individual copy limits for each account code. The functionality must also allow the administrator to view usage by account code via a user-friendly interface.	Yes n/a
<b>Zoom - Reduction/Enlargement</b>	
Zoom (25% - 400% / 1%)	25% - 400% (1%)

<b>Optional Equipment Pricing</b>			
	Purchase	60 Month \$1.00 Buy Out	60 Month Fair Market Value (FMV)
Additional Controller Options: PostScript Level 3 Print Driver Manuf#: n/a	included	included	included
Additional Scanner Options: Color Scanning Manuf#: n/a	included	included	included
Faxing Manuf#: n/a	included	included	included
Paper Source (8.5 x 11 Tray / 500 Sheets) Manuf#: n/a	\$107.51	\$2.18	\$2.07

<b>Optional Equipment Configuration</b>	
<b>Additional Controller Options: PostScript Level 3 Print Driver</b> Manuf#: n/a	
PostScript Level 3 Print Driver	Yes n/a
<b>Additional Scanner Options: Color Scanning</b> Manuf#: n/a	
Color Scanning	Yes n/a
<b>Faxing</b> Manuf#: n/a	
Fax Lines (1 Lines)	1

Fax Memory (250 Pages)	250
Fax Modem Speed (33.6 Kbps)	33.6
Additional Fax Capability (G-3 Compatiblity)	Yes
Additional Fax Capability (Fax forward to Email)	Yes
<b>Paper Source (8.5 x 11 Tray / 500 Sheets)</b>	
Manuf#: n/a	
8.5 x 11 Tray/ 500 sheet(s)	2000

**Service Pricing: No Minimum Volume Guaranteed:**

Volume: 0 B/W/month

	Quarterly Price	B/W Impressions Included	B/W Overage Cost (per Click)
Year 1	\$0.00	0	\$0.00500
Year 2	\$0.00	0	\$0.00525
Year 3	\$0.00	0	\$0.00550
Year 4	\$0.00	0	\$0.00570
Year 5	\$0.00	0	\$0.00600

**PRICE GUARANTEE**  
**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

**Price Guarantee**

**A. Will Kyocera Document Solutions guarantee fixed pricing for a period of 24 months after contract has been awarded?**  Yes  
 No

Fixed pricing includes pricing for hardware, software, service and training.

**B. Similar Discount**  
 For devices that City of Escondido may wish to acquire after the price guarantee expires, will **Kyocera Document Solutions** agree to offer City of Escondido a discount over retail pricing (as reported by a 3rd party such as Buyer's Laboratory) equivalent to the discount being offered in this RFP?  Yes  
 No

**FLEET MANAGEMENT**  
**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

**1. Device level Meter Reporting Software**

**A. Meter Collection Tool Overview** **Kyocera Flee Service**  
**\$ 0.0**

City of Escondido is looking for pricing for server based software capable of collecting and storing detailed device meter data for the fleet. The main use of this tool will be to report device level meters for service billing. This software tool is to be installed by City of Escondido on a central server located at City of Escondido's site, will reside solely on City of Escondido's server, and will be managed and maintained by City of Escondido. All data collected by the software tool will remain the property of City of Escondido. The software tool shall monitor, from the network (not the desk top), all required data relating to copy, print, scan, and fax functions performed on networked devices. If **Kyocera Document Solutions** can provide the software tool as requested, please indicate which software tool will be provided in the text area to the right as well as a price for the software. The pricing must include **Kyocera Document Solutions's**

assistance with the initial installation and set up of the software tool.

**B. Software Configuration**

Can the software tool be configured to collect and report data for a specified sub-group of devices?

Yes  
 No

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

**C. Monthly Reporting**

The software tool will be used to report monthly meter readings to the appropriate parties. Will the software tool being offered by **Kyocera Document Solutions** have the capability to format reports automatically (with the ability to select specific devices out of the fleet) and send these reports automatically (once set up by City of Escondido) at a set time and date each month?

Yes  
 No

**D. Data Capture and Reporting**

Please indicate which items the software tool being offered by **Kyocera Document Solutions** is capable of capturing and reporting:

- Make/Model
- IP Address
- MAC Address
- Location
- Total Meter B/W
- Total Meter Color
- Total Scan Meter B/W
- Total Scan Meter Color
- Total Fax Meter
- Total Copy Meter B/W
- Total Copy Meter Color
- Total Print Meter B/W
- Total Print Meter Color
- Supply Levels (Including Historical Fill Rates)
- Device Status (With Error Reporting)

**SERVICE RESPONSES**

**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

**SERVICE RESPONSES CONT.**

**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

**1. Service Responses**

**City of Escondido**

City Hall is located at 201 North Broadway; Escondido, CA 92025-2798 For a complete list of the departments and locations please go to: <https://www.escondido.org/city-departments.aspx>

**A. Distance from Service Center to Customer Location**

Distance in miles to City of Escondido.

0-30 Miles

**B. Service Company Information**

Please provide the requested information.

Name of Service Company: **Kyocera Document Solutions**

Name of Service Manager: **Chris Menera**

Service Manager Phone Number: **800-996-9591**

**C. Number of Technicians**

Please list the number of factory trained service technicians on staff at the above Service Company for the model(s) being proposed. (City of Escondido may request copies of factory training certificates.)

**70** Technicians

**D. The average in-person service response time: Weekday (Monday through Friday 8am - 5pm)**

(including preventive maintenance calls) by a factory trained service technician will be:

**4** Hours

**E. The maximum in-person service response time: Monday through Friday 8am - 5pm**

(including preventive maintenance calls) by a factory trained service technician will be:

**8** Hours

**F. The average time it will take a field engineer to acknowledge a service request:**

The average time it will take a field engineer to acknowledge

**30** Minutes

City of Escondido's service request once a service call has been placed with **Kyocera Document Solutions** will be:

**G. Late Response Time Compensation for Exceeding the Guaranteed Average**

To assure City of Escondido that **Kyocera Document Solutions's** intention is to respond to the service requests within the average response times stated above, **Kyocera Document Solutions** will compensate City of Escondido with the following credit of the total monthly service cost (for the specific device under contract) for each successive service call for which the 12-month trailing average response time exceeds the guaranteed average response time (ex. 5%):

5 %

**H. Late Response Time Compensation for Exceeding the Guaranteed Maximum**

To assure City of Escondido that **Kyocera Document Solutions's** intention is to respond to the service requests within the maximum response times stated above, **Kyocera Document Solutions** will compensate City of Escondido with the following credit of the monthly service cost (for the device in question) for each response that exceeds the guaranteed maximum response time (ex. 5%):

5 %

**I. Customer Support By phone**

Will **Kyocera Document Solutions** provide Customer Support by phone at no additional charge during normal business hours?

X  Yes  
    No

**J. Loaner**

Will **Kyocera Document Solutions** provide a loaner device of equal or superior capabilities to City of Escondido if any device installed by **Kyocera Document Solutions** is unable to perform to City of Escondido's specifications for more than 8 hours of normal business operation?

X  Yes  
    No

**2. Service Response: After Hours**

**A. Overview**

The City of Escondido will require that after hours service support be available for some locations throughout the City. This includes Fire Department and Fire Stations (24 hrs) and the Police Department and Police Stations (24 hrs). Please feel free to use the text area to the right to share any general details about after hours service support offered by **Kyocera Document Solutions**.

after hours and weekend support is not something we generally offer. What we do with multiple hospitals,governement accounts and hotels we work with that are 24/7 365, we offer them a depot system at no cost. This allows a new unit to be put into its place that is housed onsite at customer location and in the event that a unit goes down at the time that is not in normal business hours, it allows them not to experience much down time.

**B. Service work that is requested to be performed after hours on weekdays will be billed as follows:**

Please list the initial charge for the first hour of service and the hourly cost thereafter. If **Kyocera Document Solutions's** method of billing for service is not in this format, please explain how service will be billed in the text area.

X  After hours service is not available  
Initial Charge \$ \_\_\_\_\_ and  
\$ \_\_\_\_\_ per hour after first hour of service.  
after hours and weekend support is not something we generally offer. What we do with multiple hospitals,governement accounts and hotels we work with that are 24/7 365, we offer them a depot system at no cost. This allows a new unit to be put into its place that is housed onsite at customer location and in the event that a unit goes down at the time that is not in normal business hours, it allows them not to experience much down time.

**C. The maximum in-person service response time:**

The maximum in-person service response time by a factory trained service technician from the time the call is placed to the time the tech arrives on-site.

\_\_\_\_\_ hours

**D. Time to Acknowledge Request for Service:**

The average time it will take a field engineer to acknowledge the City of Escondido's service request once a service call has been placed with **Kyocera Document Solutions**:

\_\_\_\_\_ hour(s)

**E. Late Response Time Compensation:**

To assure City of Escondido **Kyocera Document Solutions's** intention is to respond to the service requests within the times stated above, **Kyocera Document Solutions** will compensate City of Escondido with the following credit against the total cost of the service call in question: (ex. \$25 or 25% of the cost of call, whichever is greater):

\$ \_\_\_\_\_ or  
\_\_\_\_\_ % of the cost of the call, whichever is greater

**3. Service Response: Weekends**

**A. Overview**

The City of Escondido will require that weekend service support be available for some locations throughout the City. This includes Fire Department and Fire Stations (24 hrs) and the Police Department and Police Stations (24 hrs). Please feel free to use the text area to the right to share any general details about after hours service support offered by **Kyocera Document Solutions**.

after hours and weekend support is not something we generally offer. What we do with multiple hopitals,government accounts and hotels we work with that are 24/7 365, we offer them a depot system at no cost. This allows a new unit to be put into its place that is housed onsite at customer location and in the event that a unit goes down at the time that is not in normal business hours, it allows them not to experience much down time.

**B. Service work that is requested to be performed on weekends will be billed as follows:**

Please list the initial charge for the first hour of service and the hourly cost thereafter. If **Kyocera Document Solutions's** method of billing for service is not in this format, please explain how service will be billed in the text area.

Weekend service is not available  
Initial Charge \$ \_\_\_\_\_ and  
\$ \_\_\_\_\_ per hour after first hour of service

**C. The maximum in-person service response time:**

The maximum in-person service response time by a factory trained service technician from the time the call is placed to the time the tech arrives on-site.

\_\_\_\_\_ hours

**D. Time to Acknowledge Request for Service:**

The average time it will take a field engineer to acknowledge the City of Escondido's service request once a service call has been placed with **Kyocera Document Solutions**:

\_\_\_\_\_ hours

**E. Late Response Time Compensation:**

To assure City of Escondido **Kyocera Document Solutions's** intention is to respond to the service requests within the times stated above, **Kyocera Document Solutions** will compensate City of Escondido with the following credit against the total cost of the service call in question: (ex. \$25 or 25% of the cost of call, whichever is greater):

\$ \_\_\_\_\_ or  
\_\_\_\_\_ % of the cost of the call, whichever is greater

**4. Service Response: Holidays**

**A. Overview**

The City of Escondido will require that holiday service support be available for some locations throughout the City. This includes Fire Department and Fire Stations (24 hrs) and the Police Department and Police Stations (24 hrs). Please feel free to use the text area to the right to share any general details about after hours service support offered by **Kyocera Document Solutions**.

after hours and weekend support is not something we generally offer. What we do with multiple hopitals,government accounts and hotels we work with that are 24/7 365, we offer them a depot system at no cost. This allows a new unit to be put into its place that is housed onsite at customer location and in the event that a unit goes down at the time that is not in normal business hours, it allows them not to experience much down time.

**B. Service work that is requested to be performed after hours on holidays will be billed as follows:**

Please list the initial charge for the first hour of service and the hourly cost thereafter. If **Kyocera Document Solutions's** method of billing for service is not in this format, please explain how service will be billed in the text area.

Holiday service is not available  
Initial Charge \$ \_\_\_\_\_ and  
\$ \_\_\_\_\_ per hour after first hour of service  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. The maximum in-person service response time:**

The maximum in-person service response time by a factory trained service technician from the time the call is placed to the time the tech arrives on-site.

\_\_\_\_\_ hours

**D. Time to Acknowledge Request for Service:**

The average time it will take a field engineer to acknowledge the City of Escondido's service request once a service call has been placed with **Kyocera Document Solutions**:

\_\_\_\_\_ hours

**E. Late Response Time Compensation:**

To assure City of Escondido **Kyocera Document Solutions's** intention is to respond to the service requests within the times stated above, **Kyocera Document Solutions** will compensate City of Escondido with the following credit against the total cost of the service call in question: (ex. \$25 or 25% of the cost of call, whichever is greater):

\$ \_\_\_\_\_ or  
\_\_\_\_\_ % of the cost of the call, whichever is greater

**5. Charges Waived for Issues Generated by Factory Defect or Call-Back**

**A. For Work Performed After Hours, on Weekends, and on Holidays**

If the issue that prompted the service call is due to a factory

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



defect of the device (including any parts) or a supply item provided by **Kyocera Document Solutions** for the device, or by a call-back for the same issue that was unresolved by the previous service response, will **Kyocera Document Solutions** waive the charges for the service call?

**6. Loaners: Timing and Charges**

**A. Timing**

If **Kyocera Document Solutions** has agreed to provide loaners, will **Kyocera Document Solutions** agree to install the loaner device within (3) three business days of normal operation for the location requiring the loaner device?

- Yes, but only during suppliers normal business hrs
- Yes, including after hours, weekends, and holidays
- No

**B. Charges**

If **Kyocera Document Solutions** will place loaner devices after hours, on weekends, or on holidays, will **Kyocera Document Solutions** place the loaner during these times at no cost to the City of Escondido?

- Yes (no charges apply)
- Charges apply, as defined in questions 2, 3, and 4

**TERMS & CONDITIONS OF ACQUISITION  
 RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

**1. 100% Money Back Guarantee**

How long will **Kyocera Document Solutions** offer a 100 percent money-back guarantee regardless of the problem? (ex. 30 Days) 30 Days

**2. 60 Month Machine Guarantee**

**A.** Will **Kyocera Document Solutions** guarantee each machine to perform within our specifications for a period of 60 MONTHS or the volume listed below, whichever occurs first? In addition, will the vendor replace each machine on a like-for-like basis with the then current technology if the machine fails to perform to our specifications while continuously under a service agreement with **Kyocera Document Solutions**, so long as we use supplies recommended by the equipment manufacturer?

**Volume Guarantees:**

- 30PPM B/W Copy/Print/Scan: 60 Months OR 750,000 Impressions
- 45PPM B/W Copy/Print/Scan: 60 Months OR 1,200,000 Impressions
- 55PPM B/W Copy/Print/Scan: 60 Months OR 2,100,000 Impressions
- 90PPM B/W Copy/Print/Scan: 60 Months OR 2,700,000 Impressions
- Color 35PPM B/W 35PPM Copy/Print/Scan: 60 Months OR 750,000 Impressions
- Color 45PPM B/W 45PPM Copy/Print/Scan: 60 Months OR 1,200,000 Impressions
- Color 55PPM B/W 55PPM Copy/Print/Scan: 60 Months OR 2,100,000 Impressions
- Color 65PPM B/W 65PPM Copy/Print/Scan: 60 Months OR 2,700,000 Impressions
- Color 75PPM B/W 75PPM Copy/Print/Scan : 60 Months OR 2,700,000 Impressions
- Desktop 35PPM B/W Copy/Print/Scan: 60 Months OR 300,000 Impressions

- Yes
- No

**B.** If Question 2.A. above is answered 'NO', then please complete the following:

**Kyocera Document Solutions** will guarantee all **30PPM B/W Copy/Print/Scans** for 60 Months or the following number of impressions, whichever occurs first:

\_\_\_\_\_

\_\_\_\_\_

<p><b>Kyocera Document Solutions</b> will guarantee all <b>45PPM B/W Copy/Print/Scans</b> for 60 Months or the following number of impressions, whichever occurs first:</p>	
<p><b>Kyocera Document Solutions</b> will guarantee all <b>55PPM B/W Copy/Print/Scans</b> for 60 Months or the following number of impressions, whichever occurs first:</p>	_____
<p><b>Kyocera Document Solutions</b> will guarantee all <b>90PPM B/W Copy/Print/Scans</b> for 60 Months or the following number of impressions, whichever occurs first:</p>	_____
<p><b>Kyocera Document Solutions</b> will guarantee all <b>Color 35PPM B/W 35PPM Copy/Print/Scans</b> for 60 Months or the following number of impressions, whichever occurs first:</p>	_____
<p><b>Kyocera Document Solutions</b> will guarantee all <b>Color 45PPM B/W 45PPM Copy/Print/Scans</b> for 60 Months or the following number of impressions, whichever occurs first:</p>	_____
<p><b>Kyocera Document Solutions</b> will guarantee all <b>Color 55PPM B/W 55PPM Copy/Print/Scans</b> for 60 Months or the following number of impressions, whichever occurs first:</p>	_____
<p><b>Kyocera Document Solutions</b> will guarantee all <b>Color 65PPM B/W 65PPM Copy/Print/Scans</b> for 60 Months or the following number of impressions, whichever occurs first:</p>	_____
<p><b>Kyocera Document Solutions</b> will guarantee all <b>Color 75PPM B/W 75PPM Copy/Print/Scans</b> for 60 Months or the following number of impressions, whichever occurs first:</p>	_____
<p><b>Kyocera Document Solutions</b> will guarantee all <b>Desktop 35PPM B/W Copy/Print/Scans</b> for 60 Months or the following number of impressions, whichever occurs first:</p>	_____
<p><b>3. Impressions Between Calls (IBCs) Guarantee</b></p>	
<p><b>A. Will Kyocera Document Solutions</b> guarantee each machine to operate at the fixed average number of Impressions Between Calls (IBCs) listed below for the entire life of the contract? [These averages are stated below by segment. The averages shall include Preventative Maintenance (PM) service calls, and be calculated during any immediately preceding 12-month period. These calculations will exclude service calls caused by operator error and the guarantee will remain in effect while the equipment is continuously under a service agreement with <b>Kyocera Document Solutions</b>.]</p>	
<p>In addition, will <b>Kyocera Document Solutions</b> replace any machine on a like-for-like basis with the then current technology if that machine fails to produce the average number of Impressions Between Calls?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p>IBC Guarantees:                  30PPM B/W Copy/Print/Scan: 12,500 IBCs                  45PPM B/W Copy/Print/Scan: 20,000 IBCs                  55PPM B/W Copy/Print/Scan: 35,000 IBCs                  90PPM B/W Copy/Print/Scan: 45,000 IBCs                  Color 35PPM B/W 35PPM Copy/Print/Scan: 12,500 IBCs                  Color 45PPM B/W 45PPM Copy/Print/Scan: 20,000 IBCs                  Color 55PPM B/W 55PPM Copy/Print/Scan: 35,000 IBCs                  Color 65PPM B/W 65PPM Copy/Print/Scan: 45,000 IBCs                  Color 75PPM B/W 75PPM Copy/Print/Scan : 45,000 IBCs                  Desktop 35PPM B/W Copy/Print/Scan: 5,000 IBCs</p>	

<b>B.</b> If Question 3.A. above is answered 'NO', then please complete the following:	
<b>Kyocera Document Solutions</b> will guarantee all <b>30PPM B/W Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>Kyocera Document Solutions</b> will guarantee all <b>45PPM B/W Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>Kyocera Document Solutions</b> will guarantee all <b>55PPM B/W Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>Kyocera Document Solutions</b> will guarantee all <b>90PPM B/W Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>Kyocera Document Solutions</b> will guarantee all <b>Color 35PPM B/W 35PPM Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>Kyocera Document Solutions</b> will guarantee all <b>Color 45PPM B/W 45PPM Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>Kyocera Document Solutions</b> will guarantee all <b>Color 55PPM B/W 55PPM Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>Kyocera Document Solutions</b> will guarantee all <b>Color 65PPM B/W 65PPM Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>Kyocera Document Solutions</b> will guarantee all <b>Color 75PPM B/W 75PPM Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>Kyocera Document Solutions</b> will guarantee all <b>Desktop 35PPM B/W Copy/Print/Scans</b> to average the following number of impressions between all service calls:	_____
<b>4. Lease Documentation Fee</b>	
<b>Kyocera Document Solutions</b> will require the following Lease Documentation Fee per device:	\$ <u>75</u> per lease
<b>5. Fair Market Value (FMV) Leasing Company</b>	
<b>Kyocera Document Solutions</b> uses the following Leasing Company to provide <b>Fair Market Value (FMV)</b> funding for leasing:	<u>U.S Bank</u>
<b>6. \$1.00 Buy Out Leasing Company</b>	
<b>Kyocera Document Solutions</b> uses the following Leasing Company to provide <b>\$1.00 Buy Out</b> funding for leasing:	<u>U.S. Bank</u>
<b>7. Equipment Return</b>	
Will <b>Kyocera Document Solutions</b> be responsible for the return of equipment acquired from <b>Kyocera Document Solutions</b> under this bid to the Leasing Company at the end of the lease term? This shall include shipping costs, insurance, or any other shipping or equipment repair costs associated with the return of this equipment. <b>NOTE:</b> If <b>Kyocera Document Solutions</b> will not be responsible, <b>\$500.00</b> will be added to <b>each</b> device in the lease pricing analysis.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>8. Insurance Documentation</b>	

<p>City of Escondido will provide <b>Kyocera Document Solutions</b> with insurance documentation if required by the Leasing Company when the lease contracts are signed. Will <b>Kyocera Document Solutions</b> be responsible to ensure that the insurance documentation is delivered to the Lease Company and take any and all necessary actions to correct any insurance billing problems if selected as the Contractor to provide equipment, service and supplies?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>9. Non-Appropriation / Funding-Out Clauses</b></p>	
<p><b>Non-Appropriation / Funding-Out Clauses</b>  <b>Kyocera Document Solutions</b> will include in all leasing options and lease documents non-appropriation and/or funding-out clauses as required by the City of Escondido.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>10. Training</b></p>	
<p><b>A. Basic Training</b>                  Will <b>Kyocera Document Solutions</b> agree to schedule, in advance, the installation and simultaneous basic instruction of the operation of the new equipment?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>B. In-Service Training</b>                  Will <b>Kyocera Document Solutions</b> agree to schedule, in advance, at each location's convenience, In-Service training (2 operators for each device) covering the complete operation of the new equipment as needed?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>11. Equipment Delivery and Timing</b></p>	
<p><b>A. Equipment Delivery and Timing</b>                  Will <b>Kyocera Document Solutions</b> guarantee that all equipment and/or software will be installed and be fully operational within fourteen (14) days of receipt of a purchase order?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>B. Late Delivery</b>                  Will <b>Kyocera Document Solutions</b> agree to pay, as liquidated damages, the sum of \$50.00 per device per consecutive calendar day after 14 days if delivery is delayed by <b>Kyocera Document Solutions</b> or its suppliers, unless the City of Escondido delays delivery?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>C. Damaged Items: Replacement Timing</b>                  Will <b>Kyocera Document Solutions</b> agree to replace any items and/or components that are received with damages within fourteen (14) consecutive calendar days after the notification of damage?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>D. Damaged Items: Late Delivery</b>                  Will <b>Kyocera Document Solutions</b> agree to pay, as liquidated damages, the sum of \$50.00 per device per consecutive calendar day after fourteen (14) days from the date of notification until the replacement of damaged items have been received by the City of Escondido?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>E. Current Firmware</b>  <b>Kyocera Document Solutions</b> agrees to install the most current version(s) of firmware into all devices prior to installation.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>12. Equipment Disposal</b></p>	
<p><b>A. Equipment Pick-Up and Disposal</b>                  Will <b>Kyocera Document Solutions</b> agree to pick up and dispose of used equipment, if requested, at no additional charge to City of Escondido for up to one year after the new equipment is installed? (This applies only to equipment that is owned by City of Escondido, not equipment that is under a lease agreement.) City of Escondido will provide <b>Kyocera Document Solutions</b> with a list of all equipment to be removed and disposed of. If not, please state the charge to pick up and dispose of copier/MFDs/duplicators.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>\$ _____ per device  <u><b>Yes, Kyocera can pick up old equipment and dispose of it. There is no additional cost for it.</b></u></p>
	<p>\$ <b>75</b> per hard drive</p>

<p><b>B. Hard Drive Destruction</b>                  For any device removed by <b>Kyocera Document Solutions</b> that has a hard drive, please provide the cost per device to destroy each hard drive. Please note: City of Escondido will require a formal certificate of completion.</p>	
<b>13. Equipment Relocation</b>	
<p><b>A. Within a building:</b>                  If, during the contract period, the need arises to move or relocate equipment purchased under this contract within a building, will <b>Kyocera Document Solutions</b> agree to move the equipment at no additional charge to City of Escondido? If no, state the charge to move or relocate equipment on a per device basis.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No                  \$ _____ per device</p>
<p><b>B. From one building to another building:</b>                  If, during the contract period, the need arises to move or relocate equipment purchased under this contract from one building to another building, will <b>Kyocera Document Solutions</b> agree to move the equipment at no additional charge to City of Escondido? If no, state the charge to move or relocate equipment on a per device basis.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No                  \$ <u>150</u> per device</p>
<b>14. Performance Bond</b>	
<p><b>A. Performance Bond</b>                  Upon receipt of a purchase order, will <b>Kyocera Document Solutions</b> issue a performance bond to City of Escondido, which is equal to 25% of the total cost of the equipment, service, and software costs projected for 60 months for all equipment purchased under this agreement? City of Escondido will cash the performance bond if <b>Kyocera Document Solutions</b> does not execute the terms and conditions of the contract as agreed. The performance bond shall have a life of 60 months from the date it is accepted by City of Escondido; however a 1-year bond that is renewable for an additional four (4) years is acceptable.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>B. Performance Bond: Timing</b>                  If question A was answered yes, how long will it take from the receipt of a purchase order to the delivery of the performance bond?</p>	<p><u>3</u> days</p>
<p><b>C. Performance Bond: Postpone Due Date until Delivery of Bond</b>                  If question A was answered yes, will <b>Kyocera Document Solutions</b> agree to allow City of Escondido to delay payment (with no late fees or penalties) until the performance bond has been delivered to City of Escondido?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<b>15. Equipment Demonstration</b>	
<p><b>Equipment demonstration</b>                  City of Escondido may want to test the equipment onsite prior to awarding the contract. The test would include one or two devices from each "family" placed at a central location within the City. If requested, <b>Kyocera Document Solutions</b> agrees to provide equipment, configured as proposed, for on-site testing for a minimum of 5 business days. The demonstration must not be conditioned upon an agreement to purchase/lease or execution of a purchase order.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<b>16. Cooperative Agreements</b>	
<p><b>Cooperative Agreements</b>                  Vendor agrees that City of Escondido will not be required to sign on to any cooperative agreements, governmental or otherwise, or agree to any additional terms and conditions contained within any cooperative agreements.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>

TERMS & CONDITIONS OF SERVICE	
RFP #19-01 1 of 2: Copier/MFD Hardware and Service	
<b>1. Tracking/Crediting Service Copies</b>	
<p>Will any copies run by any representative of <b>Kyocera Document Solutions</b> be tracked and credited back to City of Escondido at the end of each service-billing period?</p> <p>NOTE: If these copies cannot be tracked and credited to City of Escondido, we will add 5% to <b>Kyocera Document Solutions's</b> proposed service costs to calculate our annual service costs.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>2. Preventative Maintenance and Parts Replacement</b>	
<b>A. Preventative Maintenance Parts List(s)</b>	
<p>Will <b>Kyocera Document Solutions</b> provide the pages from the service manual, for each installed device, indicating the manufacturer's replacement schedule for preventative maintenance (PM) parts, including parts names which may be included in PM Kits, and manufacturer's part numbers to City of Escondido? (This information will be used by City of Escondido to evaluate service work that is being performed by <b>Kyocera Document Solutions</b>).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>B. Original Equipment Manufacturer Parts</b>	
<p><b>Kyocera Document Solutions</b> agrees to provide only Original Equipment Manufacturer Parts and supplies when repairing, servicing, or supplying consumable items for each device. Failure to do so will constitute a breach of contract and require <b>Kyocera Document Solutions</b> to fully compensate City of Escondido for any real or perceived loss or damage.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>C. Parts Replacement</b>	
<p>For the entire life of each device covered under a service contract with <b>Kyocera Document Solutions</b>, <b>Kyocera Document Solutions</b> will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, <b>Kyocera Document Solutions</b> will replace failed parts as long as the device is covered under a service contract by <b>Kyocera Document Solutions</b>.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. Invoices</b>	
<b>A. Electronic Format</b>	
<p><b>Kyocera Document Solutions</b> agrees to provide invoices in an electronic format acceptable to City of Escondido and/or its agent. The invoices will be formatted in an acceptable manner and include make/model, serial number, vendor ID number, location, room number, equipment lease payment, and beginning and ending meter readings. It is our understanding that all invoices will be due 30 days from the date of the invoice.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>B. Disputed Invoices</b>	
<p>If City of Escondido disputes any amount included in an invoice, then (a) City of Escondido (or our agent) will notify <b>Kyocera Document Solutions</b> in writing or by email, (b) such notice shall include a description of the items City of Escondido are disputing and the reason such items are being disputed and (c) <b>Kyocera Document Solutions</b> shall promptly exercise its best effort to work with City of Escondido and/or our agent to resolve such disputes. Pending resolution of disputed amount, City of Escondido will pay any and all undisputed amounts within 30 days of the invoice date; however, the due date of all disputed charges will be suspended until the dispute is resolved and <b>Kyocera Document Solutions</b> submits a corrected invoice for payment. The corrected invoice will be due 30 days from the date of the correct invoice.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. Management and Evaluation</b>	

<p><b>A. Management and Evaluation of</b> Kyocera Document Solutions                  City of Escondido and/or its appointed agent reserve the right to monitor and evaluate all aspects of <b>Kyocera Document Solutions's</b> invoicing and service work that is executed by <b>Kyocera Document Solutions</b> for all equipment that is leased or covered under a service contract by <b>Kyocera Document Solutions</b> on an ongoing basis. Will <b>Kyocera Document Solutions</b> agree to provide all requested lease and service contract data, billing and invoicing data, and/or service call history data within ten (10) business days of such a request whether made by telephone, e-mail, or fax? In addition, will <b>Kyocera Document Solutions</b> agree not to object or hinder in anyway the ongoing evaluation of cost, volume, equipment performance and <b>Kyocera Document Solutions's</b> performance of services provided to City of Escondido?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>B. Data Request</b>                  Will <b>Kyocera Document Solutions</b> agree to pay to City of Escondido \$50.00 in liquidated damages per consecutive day, beyond 10 business days, that <b>Kyocera Document Solutions</b> delays delivering lease and/or service contract data, billing and/or invoicing data, and/or service call history data? Will <b>Kyocera Document Solutions</b> agree to pay to City of Escondido \$50.00 in liquidated damages per consecutive day, beyond 10 business days, that <b>Kyocera Document Solutions</b> delays delivering lease and/or service contract data, billing and/or invoicing data, and/or service call history data?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>C. Monthly Reports</b>                  Will <b>Kyocera Document Solutions</b> deliver monthly reports in an electronic format acceptable to City of Escondido and/or its agent? The reports will be formatted in an acceptable manner and include make, model, serial number, vendor ID number, location, room number, and the monthly meter reading for each device acquired from <b>Kyocera Document Solutions</b>. In addition to the above data, each report will include all service calls performed during the past 30 days, the date and time the call was placed, the date and time the technician arrived onsite, the beginning meter reading of the service call, the ending meter reading of the service call, a complete description of the reason for each call, the remedy provided by Supplier, and a complete list of all parts including the manufacturer's part numbers that were required to complete each service call. All calls will be recorded and be categorized as a service call, return with parts call, a call back, operator error call or courtesy call. These monthly reports shall be provided at no additional expense to City of Escondido and/or its agent for the life of the equipment.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>5. Data Security</b></p>	
<p><b>A. De-installation of Hard Drives for Purchased Devices at end-of-life</b>  <b>Kyocera Document Solutions</b> agrees, at no additional charge, to either de-install each hard drive and turn each hard drive over to the custody of personnel authorized by City of Escondido so that City of Escondido may oversee the complete destruction of the hard drive and any confidential data contained therein or provide software, at no additional charge, that will overwrite the hard drives. This applies to purchased devices only.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>B. Replacement Hard Drive / Overwrite Software</b>                  Please respond to ONE of the following options. Note: Any hard drive replacement shall occur at the end of the life cycle before the device is de-installed and while the device is still located at City of Escondido's site.</p>	<p><input type="checkbox"/> Hard Drives will be replaced at No Cost  <input checked="" type="checkbox"/> Overwrite Software is included in pricing                  \$ _____ per replacement hard drive.                  \$ _____ per device for overwrite software.</p>
<p><b>C. Removal of Hard Drive from City of Escondido's Site</b>  <b>Kyocera Document Solutions</b> agrees that no hard drive, for any reason, for any device acquired under this RFP, will be removed from City of Escondido's site at any time by <b>Kyocera Document Solutions</b>, unless all data contained in the hard drive has been removed utilizing software that will overwrite the</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>

<p>hard drive, and that removing a hard drive from City of Escondido's site without confirming that the hard drive has been erased will constitute a breach of contract.</p>	
<p><b>D. Protection of Confidential Information</b>  <b>Kyocera Document Solutions</b> understands that documents left in or on any device may contain confidential information that must be protected and agrees that all documents found in or on any device by <b>Kyocera Document Solutions</b> will be handed to authorized City of Escondido personnel and that the documents will not be placed in a trash can or recycle bin by any representative of <b>Kyocera Document Solutions</b>.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>6. Supplies</b></p>	
<p><b>A. Supply Shipping</b>                  Will <b>Kyocera Document Solutions</b> agree to ship and/or deliver supplies to City of Escondido for no additional charge? If no, please explain how shipping charges will be determined.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No  <u>there are shipping charges that apply to shipments and it is based on standard shipping parameters. We do have customers that use their pwn corporate frieght accounts</u></p>
<p><b>B. Supply Shipping: Timing</b>                  How many business days will it take for a toner to be delivered after it has been ordered?</p>	<p><u>1-2</u> days</p>
<p><b>C. Supply Shipping: Late Delivery</b>                  To assure City of Escondido that <b>Kyocera Document Solutions's</b> intention is to deliver toner within the number of days stated above, <b>Kyocera Document Solutions</b> will compensate City of Escondido with the following credit for each late delivery (ex: \$50):</p>	<p><u>\$ 50</u></p>
<p><b>D. Used Toner and Toner Containers</b>                  Will <b>Kyocera Document Solutions</b> either pick up the empty toner containers and used toner or provide postage-paid packages for City of Escondido to return these items? If not, please describe an appropriate process for removing/recycling used toner and empty toner containers.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No  <u>to enhance our green iniatives, Kyocera's used toner or empty toner cartridges can be put into the recycle bin</u></p>
<p><b>E. Recyclable Cartridges</b>                  Are toner cartridges recyclable with regular plastics?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>F. Staples</b>                  Are staples included in the proposed service contract pricing?</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>
<p><b>G. Cost of Staples</b>                  If no to 6.F., please list the purchase price and quantity for the staples for each model you've proposed. Please also explain any shipping charges that may apply.</p>	<p><u>SH-10-\$54.59 (includes tax)box includes 3 cartridges SH-12-\$81.89 (includes tax)box includes 3 cartridges</u></p>
<p><b>H. Auto Supply Replenishment</b>                  If requested, will <b>Kyocera Document Solutions</b> ship supplies automatically based on the usage of each device without City of Escondido having to place an order?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>7. Service Pricing</b></p>	
<p><b>A. 11x17 Impressions</b>                  For the models being proposed, are 11x17 impressions counted as single click and charged at the same rate as an 8.5x11 impression?</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No                  _____                  _____                  _____</p>
<p><b>8. Extended Service Coverage</b></p>	
<p><b>A. Years 6 and 7</b>                  When any device is 5 years old, if the device has not reached the 60-month volume (see Terms and Conditions of Acquisition, question 3) and the device is experiencing an average of 1 or fewer service calls per month, will <b>Kyocera Document Solutions</b> offer extended coverage for years 6 and 7?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>



**B. Terms for Years 6 and 7**

Will **Kyocera Document Solutions** offer the same level of service for years 6 and 7? If no, please explain.

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

**C. Service Rate Increase**

As compared to the proposed rates for Year 5, what is the estimated service rate increase for years 6 and 7?

**10-15 %**  
**we can escalate the click in years 6/7 no more than 15% annually.**

**TRAINING**

**Training Description: Initial Training of Key Operators**  
 Initial Equipment Training Charges

Charge (per one hour session) \$ 0.0

Max Number of People (per session): 35+

**Training Description: Re-Training of Key Operators**  
 Re-Training

Charge (per one hour session) \$ 0.0

Max Number of People (per session): 35+

**Training Description: Network Support Training**  
 Technical training of IT staff employed by City of Escondido

Charge (per one hour session) \$ 0.0

Max Number of People (per session): 35+

**Training Description: Help Desk Training**  
 Instructional training for help desk staff to train other users

Charge (per one hour session) \$ 0.0

Max Number of People (per session): 35+

**REFERENCES**

**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

**Instructions:**

Please provide 3 references of current clients of similar size and deployment to the City and 3 references for clients who are no longer doing business with your company.

**Reference 1**

Company Name: San Jacinto USD  
 Contact Name: Alisa Guthrie  
 Contact Phone: 951-929-7700  
 Contact E-mail: aguthrie@sanjacinto.k12.ca.us  
 Length of Business Relationship: 1 Years  
 Type of Business Relationship:  Current Client  Former Client

**Reference 2**

Company Name: Dietz Gilmore Chazen  
 Contact Name: Carolyn Forcier  
 Contact Phone: 619-236-8550  
 Contact E-mail: carolyn@dgcattorneys.com  
 Length of Business Relationship: 13 Years  
 Type of Business Relationship:  Current Client  Former Client

**Reference 3**

Company Name: Anaheim Regional Medical Center  
 Contact Name: Rick Silva  
 Contact Phone: 714-999-5771  
 Contact E-mail: rick.silva@ahmchealth.com  
 Length of Business Relationship: 3 Years  
 Type of Business Relationship:  Current Client  Former Client

**Reference 4**

Company Name: Temecula Valley USD  
 Contact Name: Steve Brizeno  
 Contact Phone: 951-676-2661  
 Contact E-mail: sbrizeno@tvusd.k12.ca.us  
 Length of Business Relationship: 4 Years  
 Type of Business Relationship:  Current Client  Former Client

**Reference 5**

Company Name: Baldwin Park USD  
 Contact Name: Susan Ibarra  
 Contact Phone: 626-856-4292  
 Contact E-mail: sibarra573@bpusd.net  
 Length of Business Relationship: 4 Years  
 Type of Business Relationship:  Current Client  Former Client

**Reference 6**

Company Name: Calvary Chapel of Costa Mesa  
 Contact Name: Paul Woo  
 Contact Phone: 714-979-4422  
 Contact E-mail: paulwoo@sbcglobal.net  
 Length of Business Relationship: 8 Years  
 Type of Business Relationship:  Current Client  Former Client

**ADDITIONAL INFORMATION**  
**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

Notes: On the color unit for the PPM on color: it is requesting 75 but our is color. We meet the speed and reairments otherwise For the 90ppm, we are at 80ppm but we meet the requirements for the features and functionalities. Due to the requirements, we are confident that the 80ppm will surpass their needs.

**TERMS AND CONDITIONS OF ORGANIZATION**  
**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

This documentation is provided as addendums and additions to the instructions, terms, and conditions of this on-line acquisition.

**T&C of Organization Files**

File: **City of Escondido Terms and Conditions of Organization 1220.pdf**

File Response:

Accept Terms As Stated

**NETWORK ENVIRONMENT**

**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

<b>Current Operating System(s)</b>
Windows 7 and 10
<b>Current Protocol(s)</b>
TCP/IP
<b>Network Connection(s) Available</b>
1 Gbps
<b>Additional Software in Use</b>
Email is Exchange 2016 premises

## TERMS AND CONDITIONS OF ORGANIZATION City of Escondido RFP #19-01

### TERMS AND CONDITIONS:

1. Proposals will be received by the City of Escondido until **Thursday, February 1, 2018 at 3:00 PM Pacific time**.
2. The City of Escondido requires all prospective contractors to provide a Bid Bond or Cashier's Check or Corporate Check which is equal to 5% of the total cost of the equipment, service, supply, and software costs projected for 60 months for all equipment and solutions proposed. This bid security may be retained by the City of Escondido until the contract has been signed. The City of Escondido will cash the Bid Bond or Cashier's Check or Corporate Check if the prospective contractor to whom a contract is awarded does not undertake the contract per the pricing and terms that are proposed. Failure to submit the Bid Bond, Cashier's Check, or Corporate Check in the form and amount required shall render the proposal to be nonresponsive and rejected by the City of Escondido.
3. A .pdf copy of the completed forms listed below must be uploaded in the Document Uploads section in the online RFP by **Thursday, February 1, 2018 at 3:00 PM Pacific time**.
  - Signature Form (included in the RFP invitation)
  - Bid Bond Worksheet (included in the RFP invitation)
  - Bid Bond or Cashier's Check or Corporate Check
  - Non-Collusion Affidavit (included in the RFP invitation)
4. The original Bid Bond or Cashier's Check or Corporate Check must be submitted in an envelope SEALED and plainly identified with RFP #19-01 by **Thursday, February 1, 2018 at 3:00 PM Pacific time**. The submitting prospective contractor's return address must appear on the envelope. A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above. No responsibility will attach to City of Escondido, or to any employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. All submissions must be received at the office of Purchasing, City of Escondido City Hall, 201 North Broadway, Escondido CA 92025, and be time and date stamped by **Thursday, February 1, 2018 at 3:00 PM Pacific time**. It is the submitting prospective contractor's responsibility to timely submit the required documents in a properly marked envelope, prior to the scheduled date and time, for receipt in sufficient time to allow the submission to be time and date stamped.
5. Your proposal must be submitted before the due date and time. **No fax, verbal, e-mail or telephone proposals will be accepted**. The online proposal must be completed and submitted online by **Thursday, February 1, 2018 at 3:00 PM Pacific time** using the City's authorized tools provided by Optimizon. Proposals that do not follow these instructions will be deemed unresponsive and rejected.
6. The information provided in the RFP is intended solely for internal use by the prospective contractors in response preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.

7. From the issue date of the RFP until a Contract has been awarded and announced, prospective contractors, Selection Committee members, and employees are not allowed to communicate about the subject of the RFP or a prospective contractor's proposal except as provided in Questions section 2.
8. Any recipient of the RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a proposal, or otherwise responding to the RFP, or any negotiations incidental to its proposal or the RFP.
9. It shall be the responsibility of the prospective contractor to submit a proposal response which complies with: (A) the conditions and specifications of the RFP; (B) policies and procedures of City of Escondido and applicable laws of the State of California; and (C) any other applicable laws, regulations and requirements.
10. The following process described is intended to ensure that all prospective contractors have equal access to information relative to the RFP. As part of the RFP preparation (which may have included previous discussions with selected prospective contractors), every effort has been made to provide prospective contractors with adequate disclosure. Each prospective contractor shall prepare the proposal based only on the information contained in the RFP, notwithstanding any information that may have been previously provided. A prospective contractor noting any inconsistency between the information contained in the RFP and any information previously provided should request clarification (reference Questions Section 2).
11. No information communicated, either verbally or in writing, to or from a prospective contractor shall be effective unless confirmed by written communication contained in the RFP, an addendum to the RFP, a request for clarification or written response thereto, or in the proposal.
12. Should it become necessary to revise any part of the RFP, notice of the revision will be given in the form of an addendum to all prospective contractors on record as having received the RFP. Each prospective contractor must acknowledge receipt of addenda, but the failure of a prospective contractor to receive or acknowledge receipt of any addendum, shall not relieve the prospective contractor of the responsibility for complying with the terms thereof. Acknowledgment shall consist, minimally, of replying to the email from which the addenda is communicated prior to the RFP due date and time. All addenda shall become a part of the RFP. Acknowledgment of all addenda received must be submitted by the RFP closing date and time.
13. No immediate decision will be rendered. All information received will be confidential until after final action by the Selection Committee, except as required by law.
14. PROPOSALS ARE OFFERS
  - A. The proposal is the prospective contractor's offer to enter into a contract, which, if the prospective contractor is accepted for award, binds the proposal to a contract and the terms and conditions contained in the RFP.
  - B. A prospective contractor shall not make the proposal contingent upon the City of Escondido's acceptance of specifications or contract terms that conflict with or are in addition to those advertised in the RFP.

## QUESTIONS AND PROTESTS:

### 1. **Questions about the use of the Online Tool**

Questions regarding the use of the online tools provided by Optimizon should be directed to Lisa Kitamura at Optimizon. You may contact Lisa by phone or by email.

Email: lkitamura@optimizon.com

Phone: (208) 389-1100 ext 106

### 2. **Questions about the RFP**

Questions regarding the RFP must be submitted in writing and received by the City of Escondido no later than **Wednesday, January 17, 2018 at 3:00 PM Pacific time**. Questions received after this date will not be considered. Submit questions by email to the City of Escondido.

Attn: Yvonne Trabue

Email: ytrabue@escondido.org

Please copy: Hannah Recla

Email: h.recla@procureamerica.org

Responses to questions will be provided no later than Wednesday, January 24, 2018 at 10:00 AM Pacific time.

### 3. **Protest of Proposal Requirements, Standards, Specs, or Process**

Any prospective contractor who wishes to protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the City of Escondido. Any protest must be submitted by Monday, January 29, 2018 at 10:00 AM Pacific time.

Attn: Yvonne Trabue

Email: ytrabue@escondido.org

The notification will state the exact nature of the protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The City of Escondido may deny the protest, require that the Proposal document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City of Escondido or the prospective contractor.

### 4. **Protests by Prospective Contractors**

A prospective contractor may protest a bid award if it is believed that the award was inconsistent with City policy or the bid's specifications or was not in compliance with law. The judgment used in the scoring by individual evaluators is not grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a Protest of Proposal Requirements, Standards, Specs, or

Process will be considered. The selection protest must be submitted in writing at least five business days prior to the Council date for the award of the bid.

The prospective contractor shall submit all documents supporting or justifying the protest. A prospective contractor's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

Any protest shall be submitted and directed to the City of Escondido.

Attn: Yvonne Trabue  
Email: ytrabue@escondido.org

The City will review the protest and documents submitted with the prospective contractor's claims and render a decision in writing within 30 days. The City also may, but is not required to, convene a meeting with the prospective contractor in order to attempt to resolve the problem.

The prospective contractor may appeal the decision. The City shall provide reasonable notice to the prospective contractor of the time for consideration of the contract award. The City's decision shall be final.

**RFP GENERAL REQUIRED TERMS:**

1. The City of Escondido reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms from both price and technical standpoint.
2. Any decision made by the City of Escondido, including the selection of a contractor, shall be final.

**CITY OF ESCONDIDO REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS:**

*PLEASE READ CAREFULLY*

*THESE TERMS AND CONDITIONS ARE PART OF THE PROPOSAL AND CONTRACT*

**PROPOSALS MUST BE COMPLETED ONLINE BY THE DATE AND TIME PER THE REQUEST FOR PROPOSAL INVITATION NOTICE.**

**1. Public Information**

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in the Request for Proposal, unless clearly and specifically noted in the document submitted and confirmed in contract between the City and the company selected.

**2. Confidential Information**



Any information deemed confidential or proprietary should be clearly identified by the Contractor as such. It will be protected and treated with confidentiality only to the extent permitted by California State Law considering public information. Otherwise, the information shall be considered a public record.

### **3. Request for Proposal Provisions**

The City reserves the right to amend, alter, or revoke this Request for Proposal at or before the due date and time of proposal. Any modifications, clarification, or additions will be distributed via email as an addendum and will be posted on the City Website.

### **4. Proposal Preparation Cost**

There is no express or implied obligation for the City to reimburse responding companies for any expenses incurred in preparing proposals in response to this Request for Proposal.

### **5. Withdrawal of Proposal**

Contractors may modify or withdraw their proposal, either personally or by written request, at any time prior to the scheduled closing time of proposals. Such requests should be directed to the Purchasing Supervisor.

### **6. Late Proposals**

Any required documents received after the exact due date and time will be rejected and returned to the prospective contractor unopened.

### **7. Inaccuracies or Misinterpretations**

If, in the course of the Request for Proposal process or in the administration of a resulting contract, the City determines that a Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, Contractor may be terminated from the Request for Proposal process or in the event a contract has been awarded, the contract may be immediately terminated.

### **8. References**

All Contractors must provide a list of at least three (3) references for which Contractors provided similar services and software. Contractor shall list the company name, address, phone number, contact person, and any additional applicable information about the company.

### **9. Warranty**

All hardware equipment warranties must be for a minimum of one (1) year and will commence on the date of satisfactory installation for all equipment as determined by the City.

### **10. Optional Features**

Contractors may elect to provide recommendations and pricing for optional features, if deemed beneficial to the City. Pricing for optional features must NOT be included in the minimum requirements pricing.

**11. Business License**

The successful Contractor shall be required to obtain a City of Escondido Business License prior to the award of the contract.

**12. Signature**

All proposals must be signed in the name of the Contractor and must bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature must be fulfilled.

**13. Attorney Fees**

In the event that the City should prevail in any litigation brought by either party, to enforce any provisions of this proposal, Contractor shall pay to the City the cost and attorney fees incurred pursuant to said litigation.

**14. Right to Reject Proposal**

The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain any deficiencies in their proposal, nor accept requests for justification from Contractors not selected. All proposals submitted become property of the City.

**15. Right to Conduct Personal Interviews**

The City reserves the right to conduct personal interviews or require oral presentations of any or all Contractors prior to selection.

**16. Right to Request Additional Information**

The Contractor shall furnish additional information as the City may reasonably require. The City reserves the right to make investigation of the qualifications of the Contractor, as it deems appropriate.

**17. Right to Determine Financial Responsibility and Viability**

The City reserves the right to request Contractor information pertaining to the financial stability of the Contractor sufficiently comprehensive to allow an appraisal of the Contractor's current financial condition.

**18. Understanding the Services to be Performed**

By submitting a proposal, the Contractor certifies that he/she has fully read and understands the Request for Proposal and has full knowledge of the scope, nature, quantity and quality of services to be performed. Contractor understands that he/she will enter into a written contract and furnish the

item(s) or complete the work in the time specified, and strictly confirm to the City of Escondido specifications.

#### **19. Award of Contract**

Proposals will be analyzed and the award made to the responsible Contractor whose proposal conforms to the solicitation and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in the request for proposal.

The City reserves the right to award one or more contracts whether by award of all items to one Contractor or by award of separate items or groups of items to various Contractors.

#### **20. Contract**

The prices provided in the response to the Request for Proposal shall remain firm for one hundred and eighty (180) days. All orders issued against this proposal shall be delivered and invoiced at the fixed cost or less due to decrease in the market for the term of this contract. If the successful Contractor does not execute a contract with the City within forty-five (45) days after notification of award, the City may give notice to the successful Contractor of the City's intent to select from the remaining Contractors or to call for new proposals, whichever the City deems appropriate.

#### **21. City Provisions to Prevail**

The City's standard General Terms and Conditions shall govern any contract award. Any standard terms and conditions of the Contractor shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

#### **22. Termination for Default**

- a) The City may, by written notice of default to the successful Contractor (subject to the provisions of paragraph (c) below) terminate the whole or any part of this contract in any one of the two following circumstances:
  - 1) If the successful Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
  - 2) If the successful Contractor fails to perform any of the other provisions of this contract or so fails to make progress to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) business days after receipt of notice from the Purchasing Supervisor specifying such failure.
- b) In the event the City terminates this contract in whole or in part, as in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated and the Contractor shall be liable to the City for any excess costs for such similar supplies or

- services provided that the successful Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c) The successful Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the successful Contractor.
  - d) If after notice of termination of this contract under the provisions of this clause is determined by any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the Contractor shall be the same as if notice of termination for convenience had been issued pursuant to such clause.
  - e) The City reserves the right to terminate for convenience, and cancel the contract at any time with thirty (30) days prior written notice of its intent to terminate. This termination does not include any leases that are in place at the time of cancellation.

### **23. Alternative Proposals**

To be a responsive Contractor, Contractors must submit a bid that meets all specific bid requirements. Contractors may propose “equals” as provided for in accordance with Item 24 of these General Terms and Conditions. Once Contractors have proposed a product which is responsive to the specifications, Contractors may thereafter include with their bid any additional proposals or alternative products which are not “equals” but Contractor believes may meet or exceed City’s requirements and which offer the City additional advantages or benefits based on the state of the art that were not contemplated by the City when the requirements were prepared.

The City reserves the right to evaluate and accept or reject such alternatives, as though they were part of the original specifications, without advertising for further bids, or to re-advertise based on such proposed state of the art alternatives when in the best interest of the City.

### **24. Brand Name**

Whenever a reference to a specific brand name is made in this Request for Proposal, it is to be construed as a specification, which describes a component that has been tested or evaluated by the City as best meeting the specific operational, design, performance, maintenance, quality or reliability standards as required by the City. An equivalent or “equal” may be offered by the Contractor, subject to testing and evaluation at the option of the City prior to proposal award.

### **25. Royalties, Licenses and Patents**

Unless otherwise specified, the successful Contractor shall pay all royalties, license and patent fees. The successful Contractor warrants the materials to be supplied do not infringe any patent, trademark

or copyright. The successful Contractor agrees to defend any and all suits, actions and claims for infringement that are brought against the City and to indemnify and hold harmless the City from all loss or damages whether general, exemplary or punitive, as a result of any claims against the City pursuant to the terms of this contract.

## **26. Assignment of Contract**

The successful Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the consent of the City and of his sureties, if any. All payments made pursuant to this contract shall only be made payable to successful Contractor.

## **27. Indemnification**

The Contractor shall indemnify and hold harmless the City and its officers, employees, directors, shareholders, subsidiaries, contractors and/or agents from and against all suits, actions, losses, damages, claims, or liability of any character type, or description including, but not limited to all expenses of litigation, court costs, penalties.

## **28. Insurance Requirements**

The successful Contractor shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney

- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
  - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
  - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- A. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. Contractor acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of Contractor.
- B. Each insurance policy required above must be acceptable to the City Attorney.
- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

- (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
  - (4) The General Liability policy must include coverage for bodily injury and property damage arising from Contractor's work, including its on-going operations and products-completed operations hazard.
  - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- C. In executing the Agreement, Contractor agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

### **29. Proof of Insurance**

The successful Contractor shall immediately furnish certificates of insurance to the Escondido Finance Department administering the contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City. The successful Contractor shall maintain such insurance from the time the successful Contractor commences performance of services hereunder until the completion of such services. Within sixty-(60) days of the commencement of this contract, the successful Contractor shall furnish certified copies of the policies and all endorsements.

### **30. Independent Contractor**

The successful Contractor shall be an independent contractor while engaged in carrying out the terms and conditions of the purchase order and will NOT be considered an officer or agent of the City. The successful Contractor shall maintain adequate insurance to protect his/her interest during the term of the contract.

### **31. Equal Employment Opportunity**

The successful Contractor shall comply with all Equal Employment Opportunity Provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the vendor and be in effect during the performance of the contract. The successful Contractor shall certify that he/she is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.

### **32. Contract Form**

Contractor's submitting a proposal must be prepared to use the City's standard contract form rather than its own contract form, a Sample Public Services Agreement is attached. The City will provide two

(2) complete sets of the Public Services Agreement to the successful Contractor. Both sets must be executed and returned to the City of Escondido prior to any work commencing.

### **33. Contract Pricing**

Prices proposed shall be firm for one hundred eighty (180) days. In the event of a conflict between the Contractor's unit price and extended price, **the unit price will prevail.**

All Proposal pricing shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight, delivery and set-up charges.

Proposal pricing shall include all applicable federal, state and local sales taxes.

The City reserves the right not to purchase all items and/or quantities listed in the proposal documents. The specifications provided are estimates of the City's requirements at the time of publication and may be adjusted to meet the actual needs when determined.

### **34. Service Contract Term**

The City is requesting a 60-month (5 year) lease agreement term, to begin June 1, 2018 thru May 31, 2023. The City will issue an annual purchase order in conjunction with our fiscal year period, based on satisfactory performance and mutual agreement between the City and the awarded Contractor. City's funding of this Agreement shall be on a fiscal year basis and is subject to annual appropriations. Contractor acknowledges that City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement are contingent upon appropriation of funds.

### **35. Purchase Order**

All goods and services will be ordered by means of a purchase order. The City will NOT be responsible for articles or services furnished without a purchase order. A copy of the City's Purchase Order Terms and Conditions is included in this Request for Proposal.

### **36. Late, Lost or Damaged Shipment**

Contractor is responsible to notify the department receiving the items and the Purchasing Officer of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Risk of lost or damaged items prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged shipments and reserves the right to return goods at the Contractor's expense even if the damage was not apparent or discovered until after receipt of the items.

**37. Contractor's Invoice**

Invoices shall be prepared and submitted in duplicate to: City of Escondido, Accounts Payable, 201 N. Broadway, Escondido, CA 92025. Separate invoices are required for each purchase order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

**38. Payment Terms**

The City's payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any goods or services. Payment will be made only after delivery and installation of equipment, and approval from the City that the equipment is operating in an expected and satisfactory manner.

**39. Public Agency Clause**

It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City of Escondido shall incur no financial responsibility for their order placement and payments to the vendor. This option shall not be considered in bid evaluation.



## **PURCHASE ORDER TERMS AND CONDITIONS:**

1. **CONTRACT**  
Upon delivery of the items authorized by this purchase order, seller agrees to these terms and conditions. The City of Escondido shall not be bound by this order until the seller delivers any of the items or renders any of the services ordered. No contract shall exist except as hereinabove provided. No agreement or understanding to modify this contract shall be binding upon the City of Escondido unless agreed to in writing by the City of Escondido's authorized representative. This contract shall be construed under the laws of the State of California. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
2. **CHANGES**  
The City of Escondido reserves the right at any time to make changes in the specifications, samples or other descriptions to which items ordered are to conform. In such an event an equitable adjustment will be made in price and/or performance that is mutually satisfactory. Changes shall not be binding upon the City of Escondido unless evidenced by a purchase order change.
3. **SPECIFICATIONS AND INSPECTIONS**  
All specifications, drawings and other data submitted herewith are hereby incorporated herein and made a part hereof. All items shall be subject to inspection at all times and places including the period of manufacture. The City of Escondido reserves the right to reject which do not conform to specifications, drawings or other data. If rejected after delivery, items will be returned to seller at seller's risk and expense. Payment for any item or service shall not be deemed acceptance thereof.
4. **EXTRAS**  
No charges will be allowed for taxes, transportation, packaging, packing or returnable containers or pallets unless otherwise agreed. Any tax to be paid by the City of Escondido must be itemized hereon and on invoices. Shipment must be packaged so as to permit efficient handling and provide adequate protection. Damage resulting from improper packaging will be charged to the seller.
5. **DELIVERY**  
If delivery of items or rendering of services is not accomplished at the time or times indicated in this order or promised by seller, the City of Escondido reserves the right, without liability, and in addition to its other rights and remedies to terminate this order by notice effective immediately upon receipt by the seller or as otherwise stated hereon. The City of Escondido reserves the right without liability to purchase goods and services for those not delivered and to charge the seller with any loss incurred. No provision of this order for the delivery or rendering of goods and services in installments shall be construed as making the seller's obligations severable. Shipments sent C.O.D. without the City of Escondido's express written consent will not be accepted and will be at seller's risk. Notwithstanding the foregoing, neither party shall be liable for damages for any delay arising out of cause beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God, acts of the other party, acts of civic or military authority, labor disputes fire, riots, war, embargoes, epidemics, floods, or other unusually severe weather, or shortages of power. Seller shall notify the City of Escondido forthwith upon learning of any event which may result in any delay.
6. **PROPERTY**  
Unless otherwise agreed in writing, all special tools, dies, templates, patterns and so forth and all drawings, designs, specifications and other property furnished to the seller or made and paid for by the City of Escondido as a part of this order, shall become the property of the City of Escondido and shall be subject to repossession and/or removal by the City of Escondido. When so instructed, the seller shall deliver such property to the City of Escondido in good condition, ordinary, wear and tear expected.
7. **LIABILITY**  
In no event shall either party's liability for any breach or alleged breach of this order by either party exceed the total extended price or prices shown herein nor shall either party be liable for any special or consequential damages resulting from any such breach.
8. **COMPLIANCE WITH LAWS**  
The seller certifies and represents that in the performance of this order it will comply with the provisions of all applicable federal, state, and local laws, regulations, rules and order. Seller agrees to submit reports, certifications and other documents as required.
9. **RESERVATION OF RIGHTS**  
No failure by either party to insist upon strict compliance by the other party with any of the terms, provisions or conditions of this order in any instance shall be construed as a waiver or relinquishment by either party of the other party's right to insist upon strict compliance therewith in.
10. **TERMINATION**  
The City of Escondido may terminate this order in whole or in part at any time upon the City's written notification to the seller (a) for any reason at the convenience of the City of Escondido, (b) for any default by the seller involving the seller's failure to deliver the items or render the services specified by this order within the time designated herein, (c) in the event the seller becomes the subject of any proceeding under state or federal law for the relief of debtors or otherwise become insolvent or bankrupt or makes assignment for the benefit of creditors. In the event of termination by the City of Escondido due to the seller's default pursuant to (b) above, or any reason described in (c) above, the City of Escondido shall have no liability to the seller as a result of such termination.
11. **WARRANTY**  
By accepting this order seller hereby warrants that the items and services to be furnished hereunder will be in full conformity with the City's specifications, drawings and data, or seller's samples, and that items furnished hereunder will be fit for use intended by the City. Seller agrees that this warranty shall survive acceptance of the items. Said warranties shall be in addition to any warranties of additional scope given to the City by seller.
12. **PATENTS**  
Seller undertakes and agrees to defend at seller's own expense, all suits, action, or proceedings in which the City of Escondido or the users of any of the City's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder (except infringement, necessarily resulting from adherence to specifications or drawings, other than those of seller's design or selection, originally submitted to seller by the City) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.
13. **HOLD HARMLESS**  
Seller agrees to indemnify, defend and save harmless the City of Escondido, its officers, agents, and employees from any and all loss, damage, liability, cost or expense, however, same may be caused, that may arise during or be caused in any way by the performance of seller.
14. **ANTI-ASSIGNMENT CLAUSE**  
All payments made pursuant to this contract are not assignable and shall only be made payable to seller.

City of Escondido: RFP #19-01 1 of 2: Copier/MFD Hardware and Service

### SIGNATURE FORM

(Must be signed by authorized personnel)

By signing this form, the person providing the bid hereby states that he/she is a duly authorized person of the firm.

The City of Escondido shall not be liable for any costs incurred by the bidder in the preparation and production of the bid or for any work performed prior to the execution of a contract.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Contractor's Name: Kyocera Document Solutions West

Contact Person: Brittany Wing

Address: 14101 Alton Parkway (Please Print)

City, State, Zip: Irvine, CA, 92618

Phone: 800-996-9591

FAX: \_\_\_\_\_

E-Mail Address: brittany.wing@da.kyocera.com

Signature: 

Title: Sales Manager (Please Print)

**NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID**

State of California )  
 ) ss.  
County of San Diego )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Bidder) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

  
\_\_\_\_\_  
(Signature Must be Acknowledged by a Notary)

\_\_\_\_\_  
(Signature Must be Acknowledged by a Notary)

Title Sales Manager  
of Kyocera Document Solutions West

Title \_\_\_\_\_  
Of \_\_\_\_\_

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

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

*See Attached*



# Jurat Certificate California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

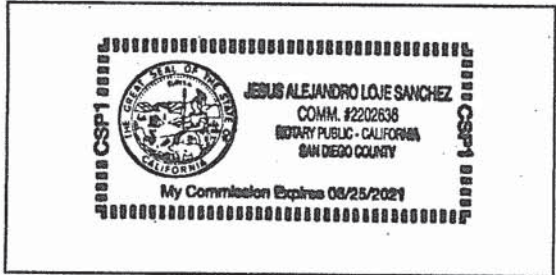
Subscribed and sworn to (or affirmed) before me on this January

day of 31, 2018, by Brittany Cwing

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Seal Here

Signature [Handwritten Signature]



## Description of Attached Document

Type or Title of Document non collusion affidavit RFP

Document Date 01/31/18 Number of Pages 1

Signer(s) Other Than Named Above N/A

**The City of Escondido**  
**RFP #19-01 1 of 2: Copier/MFD Hardware and Service**

**Service Responses**

*RFP Response Notes:*

*Service Center is within 0-30 miles*

*70 factory-trained service technicians on staff at the responding Service Company Service Responses:*

*Service Responses:     4 Hour average service response time  
                                  8 Hour maximum service response time  
                                  30 Minutes to acknowledge a service call has been placed  
                                  5% compensation for exceeding the guaranteed average  
                                  5% compensation for exceeding the guaranteed maximum*

1. Please state the number of technicians that will be assigned to the City of Escondido and explain how resources will be reallocated if the technicians with the primary assignment are unavailable to respond within the guaranteed maximum response time.
  - a. ***2 primary technicians would be assigned. Technicians would live in or near Escondido and rarely (if ever) be further than 10-15 miles from general Escondido area. As needed, KDS would leverage available resources from within KDS service department. KDS currently employs 11-12 technicians within reasonable proximity to Escondido area.***
  
2. Please briefly explain the process of responding to a typical service call and explain how your technicians will consistently meet the proposed response times.
  - a. ***Authorized City of Escondido employees may place service tickets via multiple methods including phone, email & web. Tickets are immediately delivered to appropriate technician via text message and placed in his/her queue. Technicians, team leaders and dispatchers regularly monitor queues for "load-balancing" and re-assign tickets to other technicians as appropriate to meet SLA's.***
  
3. Please provide statistics related to your average response time as a company. For example, how many on-site service calls have you responded to in the last 12 months? What was your average response time? How many of those responses were longer than your proposed maximum response time.
  - a. ***Kyocera has 14,823 customers with 52,345 machines in field. In the last 12 months we have responded to 4,356 calls as a company. Our average response time was 2 hours and 30 minutes with 164 calls being outside the 8 hour response time at 8 hours and 25 minutes which includes calls that needed parts, availability of client, etc.***
  
4. Will you accept service calls placed via email and respond in the same manner as you would for service calls placed by phone? Is there a preference on how service calls should be placed?
  - a. ***Yes, any service calls that are placed via email will get a response from dispatch letting them know that the service call was placed. From there, the tech will be notified the same way and call with an expected ETA. Kyocera has no particular preference for this task. They are equally effective.***

## Terms and Conditions of Acquisition

*RFP Response Notes:*

*100% Money Back Guarantee regardless of the problem? 30 Days*

*60 Month Performance Guarantees? Yes*

*IBC Guarantees? Yes*

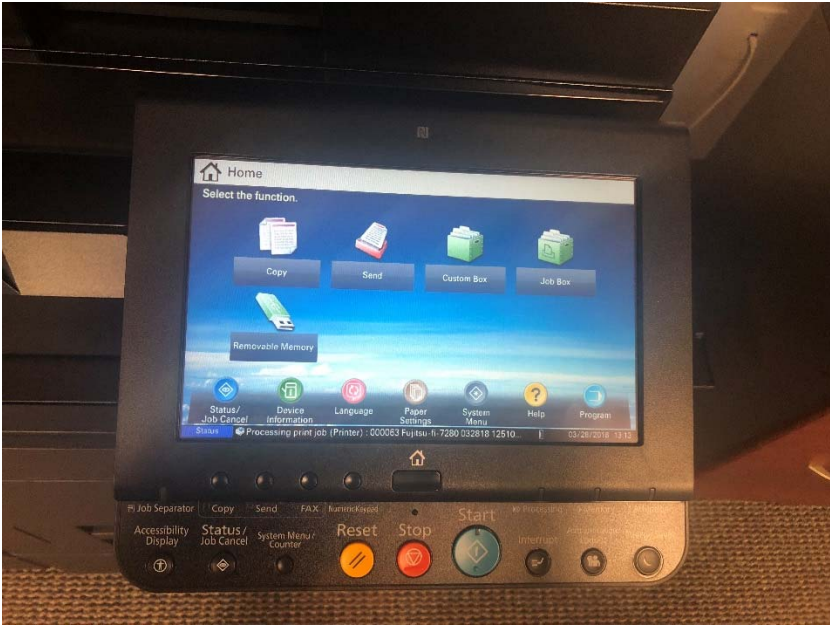
1. Regarding the 100% money back guarantee, please describe the actions required by the City to initiate the process.
  - a. **The City of Escondido must email their account executive and/or Manager to initiate this request. Your Account Support will then work internally to make sure that the request is processed.**
2. Regarding the 60-month performance guarantee, please describe the actions required by the City to initiate the process.
  - a. **The City of Escondido must place a service call via email and CC their account manager in the email requesting the Performance guarantee. This will be escalated to the service department for further information.**
3. Regarding the IBC guarantee, please describe the actions required by the City to initiate the process.
  - a. **The City of Escondido must place a service call via email and CC their account manager in the email requesting the IBC guarantee. This will be escalated to the service department for further information.**
4. What are the various methods (i.e. email, phone, etc.) you will accept for communication to initiate the various guarantees?
  - a. **Phone or email is accepted for initiating the various guarantees.**
5. Please describe the process for performance support escalation to the manufacturer if a device experiences repeated performance issues and the technicians on staff at the responding service company are unable to resolve the issue. **We are manufacturer direct and have a 3 year warranty on all our machines. If problems repeat after the 3 year warranty then we have a performance guarantee in place that gets escalated thru our service department for resolution.**
6. Please describe the pre-flight and installation processes, including the timing and the people involved for the following activities:
  - a pre-installation site visit (to check for space, power, etc.) **Kyocera shall arrange site visitations to review/confirm deeds & application analysis as well as make notes of space/power/LAN concerns.**
  - pre-flight (pre-configuration of device prior to delivery) **All new devices will be unboxed, setup & pre-configured at KDSW warehouse prior to delivery. Pre-config may include IP address, device name, default options, enterprise standards, etc.**
  - confirmation that most current version of firmware is installed **Standard function of setup**

Kyocera Document Solutions

- the delivery of the hardware: **“Rollout” is a mutually agreed upon process between KDSW and customer. Larger deployments are typically spread across multiple days or weeks based on customers’ choice of deployment methodology. KDSW will provide suggestions before and during implementation.**
  - the installation of the hardware **KDSW shall arrange for devices to be offloaded from delivery vehicles and placed in proper locations. KDSW technicians shall work with customer IT team to ensure that all devices are able to successfully copy/print/scan/fax and, or integrate with intended Kyocera applications.**
  - removal of the hard drive in the device being replaced **KDSW can arrange for the hard drives to be removed immediately on site or devices transported off-site and drives gathered together from a warehouse environment**
  - removal of the device being replaced **Legacy devices will be removed from installed location at time new device is installed. Contingent upon available on-site storage, legacy units may be temporarily stored on site until completion of full deployment or removed from site on a day-by-day basis.**
  - training for the new hardware **Training can be accomplished by a variety of methods including initial instruction during installation, follow-up training post-deployment, classroom training for groups and, or videos. Moreover, KDSW technical team will provide “how-to” information on an as needed basis throughout the life of the contract. There is no charge to customer for any of these methods.**
7. Please explain your company’s operating philosophy regarding firmware updates for the devices being proposed. **With Kyocera Fleet Services (KFS) we are able to remotely “push” firmware updates and at scheduled, non-business hours to make sure that there are no interruptions to The City of Escondido’s workflow**
8. Please explain the operating philosophy of the OEM regarding firmware updates for the devices being proposed. **Since we are direct operations, we are the first to know if there is a firmware update and we will utilize KFS to schedule the firmware update.**
9. For the equipment proposed, which of the models have the same user interface? **All of our MFP devices have the same user-interface.**
10. Please provide screenshots of the user interface of the models being proposed. If possible, we would like to see a brief (5 minutes maximum) demonstration of the user interface during the GoToMeeting interview. You can either refer to screen shots you provide, or we can give you presenter controls of the GoToMeeting.

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**USER INTERFACE FOR ALL COPIER MODELS (TASKALFA 3011i, 4052ci, 5002i, 5052ci, 6002i, 6052ci, 7052ci, 8002i, 8052ci)**



**USER INTERFACE FOR DESKTOP MULTIFUNCTION (M3550idn)**





## Terms and Conditions of Service

*RFP Response Notes:*

*Preventative Maintenance and Parts Replacement: Yes (PM Lists), Yes (OEM Parts), Yes (Parts Replacement)*

*Invoice Electronic Format? Yes*

*Monthly Reports? Yes*

1. Please describe how you will replace "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule and report compliance to the City. **Since we are direct manufacturer, our technicians will make sure that parts and preventative maintenance is executed based on algorithms used to maximize uptime.**
2. Please confirm that you can provide maintenance invoices in Excel format, via email, and that the Excel file can be formatted with make/model, serial number, vendor ID number, location, Department, and beginning and ending meter readings. **Kyocera Complies with this request**
3. Please confirm that you can provide the monthly service history reports in Excel format, via email, and that the report will include the following: **Kyocera Complies with this request**
  - make, model, serial number, vendor ID number,
  - department, location
  - monthly meter reading for each device under service
  - all service calls performed during the past 30 days
    - the date and time the call was placed
    - the date and time the technician arrived onsite
    - the beginning meter reading of the service call
    - the ending meter reading of the service call
    - a complete description of the reason for each call
    - the remedy provided by Supplier
    - a complete list of all parts including the manufacturer's part numbers that were required to complete each service call
    - call categorized as a service call, return with parts call, a call back, operator error call or courtesy call
4. Regarding supplies, please confirm whether you will allow the City to keep a spare set of toners on hand for each device at each machine location. **We do allow for bulk toner supply to be stored onsite. We do ask that the toner is in a central location so our techs can easily access to make sure you don't run low. Also, with Kyocera technology, most units proposed for City of Escondido take the same toner. This will help with not having to house any entire room full of different toners.**

## Hardware Configuration

*RFP Response Notes:*

*Segments missing stapling and/or 3-hole punch option: None*

*Convenience Stapler Details: No response provided*

Kyocera Document Solutions

1. Please confirm whether stapling & 3-hole options available for all copiers (except the desktops). (If any information is noted as “missing” above.) **N/A; no information is missing.**
2. Are convenience staplers available as an option? If so, which models are they available for? What is the purchase price for the convenience stapler? What is the cost and quantify for refills of staples? (If information is noted as “missing” above.) **We do not have convenience staplers available. We do have a small internal finisher that is built into device as a staple only function.**



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Robert Van de Hey  
760-839-6364  
("CITY")

And: Image Source  
Two Bettenworld Circle, Ste. 200B  
Temecula, CA 92590  
Attn: Kendall Goslee  
951-296-2150 x109  
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the estimated sum of \$132,850 based on previously calculated usage at the per-impression rates listed in Attachment "A" section 2 over the next five consecutive fiscal years. The contract will bill based on actual usage at fixed rates. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2. City's funding of this Agreement shall be on a fiscal year basis and is subject to annual appropriations. Contractor acknowledges that City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement are contingent upon appropriation of funds.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work as agreed. Extension of terms or time of performance may be made only upon the City's written consent. The term of this Agreement shall be for five (5) years and terminate on June 30, 2023.

4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.

a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:

- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
- (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
- (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and

b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_

c. Each insurance policy required above must be acceptable to the City Attorney.

- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
- (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
- (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
  - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
  - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.

14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

DATE: \_\_\_\_\_

\_\_\_\_\_  
Sam Abed  
Mayor

\_\_\_\_\_  
Diane Halverson  
City Clerk

\_\_\_\_\_  
(Contractor Name)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Contractor Signature)

\_\_\_\_\_  
(Title)

Approved as to Form:

Office of the City Attorney  
MICHAEL R. MCGUINNESS, City Attorney

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

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

## Attachment "A"

### RFP#19-01 2 of 2 Printer/MFP Service + Supplies

This agreement, along with Image Source's proposal response, Attachment "B", sets forth the specific terms and conditions under which Image Source agrees to provide the services to City of Escondido.

#### 1. **Equipment Disposal**

- a. Image Source agrees to pick up and dispose of used printer/MFP equipment if requested at no additional charge to City of Escondido at the time of delivery of a new device. City of Escondido will provide Image Source with a list of all equipment to be removed and disposed of. Image Source will destroy hard drives and provide a certificate of completion to City of Escondido for all devices that are removed that have hard drives at no cost.

#### 2. **Service Contract**

- a. Image Source has given City of Escondido the option to purchase service contracts for five (5) years and will bill City of Escondido for these service contracts Quarterly in Arrears. Image Source agrees that the contract cannot be assigned to another Service Company without the written permission of City of Escondido or canceled by Image Source except for non-payment of the service contract by City of Escondido. Image Source agrees to submit all contract invoices and billing in a timely manner. The service contract will include print controller support, unlimited supplies of toner, developer, drums, all consumable parts, toner waste containers, and all other supply items excluding paper, unless otherwise noted. The service contract shall include all parts and Preventative Maintenance (PM) parts as required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. All parts will be replaced according to the manufacturer's estimated yields.

##### **Fees for service contracts will be as follows:**

Pricing for B/W Prints

OEM parts and supplies:

The first through fifth years of service will be billed at \$0.00990 per B/W impression.

Pricing for Color Prints

OEM parts and supplies:

The first through fifth years of service will be billed at \$0.08900 per Color impression.

- b. Service pricing for the existing printer fleet will be on an as-is basis, i.e. with no inspection or charges to "bring the equipment up to contract-level specifications" before the contract begins. Any device that will not produce a printed page at the start of the contract will be excluded from this requirement. City of Escondido will take into consideration the exclusion of any printer found to be operable, but in extremely poor condition.
- c. Except for firmware upgrades Image Source will install prior to delivery of a device, Image Source agrees to NOT take the initiative to do any additional firmware upgrades or change configuration settings without City of Escondido's permission.
- d. Image Source agrees that printers/MFPs can be added to the contract at any time, provided the model of the additional printer is already under contract or a new model is approved by Image Source and connected to City of Escondido's network.
- e. Image Source agrees to replace printers that cannot be repaired on a like-for-like basis



at no additional cost as long as the contract is in effect and also agrees that all replacement devices shall become property of City of Escondido. This will apply to all devices covered under the contract.

### 3. Service Responses

- a. Image Source guarantees that the average time it will take a technician to acknowledge City of Escondido's service request once a service call has been placed with Image Source, as calculated from the time the service call is placed until a service technician calls City of Escondido to provide an estimated time of arrival, will be 60 minutes.
- b. **Average Response Time (Monday – Friday, excluding Holidays):**  
Image Source guarantees that the average in-person service response time for each device, as calculated from the time the service call is placed by City of Escondido to the factory-trained service technician's on-site arrival in a 12-month trailing average, including preventive maintenance calls, will be four (4) hours.
- c. **Maximum Response Time (Monday – Friday, excluding Holidays):**  
Image Source guarantees that the maximum in-person service response time, as calculated from the time the service call is placed by City of Escondido to the factory-trained service technician's on-site arrival, including preventive maintenance calls, will be eight (8) hours.
- d. If Image Source is unable for any reason to respond within the average response times as listed in section 4.b., Image Source will compensate City of Escondido with a credit equal to 2.5% of the total monthly service cost (for the specific device under contract) for each successive service call for which the 12-month trailing average response time exceeds the guaranteed average response time.
- e. If Image Source is unable for any reason to respond within the maximum response times as listed in section 4.c., Image Source will compensate City of Escondido with a credit equal to 2.5% of the monthly service contract for that device, per call with a late response time.
- f. For existing devices as well as newly installed devices: For the entire life of each device covered under a service contract with Image Source, Image Source will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, Image Source will replace failed parts as long as the device is covered under a service contract by Image Source.
- g. Image Source will provide a loaner device of equal or superior capabilities to City of Escondido upon request if any device installed by Image Source is unable to perform to City of Escondido's specifications for more than eight (8) hours of normal business operation.
- h. Customer Support will be available by phone at no additional charge during normal (8am to 5pm) business hours.
- i. All prints produced by any representative of Image Source will be tracked and credited back to City of Escondido's account at the end of each service-billing period.

### 4. Evaluations of Service Performance

- a. City of Escondido and/or its appointed agent reserve the right to monitor and evaluate all aspects of Image Source's invoicing and service work that is executed by Image Source for all equipment that is leased and/or covered under a service contract by Image Source on an ongoing basis. Image Source agrees to provide all requested lease and service contract data, billing and invoicing data, and/or service call history data within ten (10) business days of such a request whether made by telephone, e-mail, or fax. In addition, Image Source agrees not to object or hinder in anyway the ongoing evaluation of cost, volume, equipment performance and Image Source's performance of services provided to City of Escondido.

- b. In addition, Image Source agrees to pay to City of Escondido a \$50.00 penalty per consecutive day, beyond ten (10) business days, that Image Source delays delivering lease and/or service contract data, billing and/or invoicing data, and/or service call history data.
- c. For existing devices as well as newly installed devices: Image Source will provide the pages from the service manual indicating the manufacturer's replacement schedule for preventative maintenance (PM) parts, including parts names that may be included in PM Kits, and manufacture part numbers to City of Escondido. (This information will be used by City of Escondido to evaluate service work that is being performed by Image Source.)
- d. Image Source shall deliver monthly reports in an electronic format acceptable to City of Escondido and/or its agent. The reports will be formatted in an acceptable manner and include make, model, serial number, vendor ID number, location, room number, and the monthly meter reading for each device acquired from Image Source. In addition, each report will include all service calls performed during the past thirty (30) days, the date and time the call was placed, the date and time the technician arrived onsite, the beginning meter reading of the service call, the ending meter reading of the service call, a complete description of the reason for each call, the remedy provided by Image Source, and a complete list of all parts including the manufacturer's part numbers that were required to complete each service call. All calls will be recorded and be categorized as a service call, return with parts call, a call back, operator error call or courtesy call. These monthly reports shall be provided at no additional expense to City of Escondido and/or its agent for the life of the equipment.

## 5. **Equipment Relocation**

- a. If, during the contract period, the need arises to move equipment covered under this contract, Image Source agrees to move the equipment at no charge to City of Escondido.

## 6. **Performance Bond**

- a. Image Source will issue a performance bond to City of Escondido, which is equal to 25% of the total cost of the equipment, service, and software costs projected for sixty (60) months for all equipment purchased and/or leased under this agreement. City of Escondido will cash the performance bond if Image Source does not execute the terms and conditions of the contract as agreed. Image Source agrees that the performance bond will remain active for sixty (60) months from the date it is accepted by City of Escondido; however, a 1-year bond that is renewable for an additional four (4) years is acceptable.
- b. Image Source will provide the performance bond within seven (7) days of the receipt of a purchase order and will allow City of Escondido to delay payment without late fees or any penalties until the performance bond has been delivered to City of Escondido.

## 7. **Invoicing**

- a. Image Source agrees to provide invoices in an electronic format acceptable to City of Escondido and/or its agent. The invoices will be formatted in an acceptable manner and include make/model, serial number, vendor ID number, location, department, room number, equipment lease payment, and beginning and ending meter readings. All invoices will be due thirty (30) days from the date of the invoice.
- b. If City of Escondido disputes any amount included in an invoice, then (a) City of Escondido (or its agent) will notify Image Source in writing or by email, (b) such notice shall include a description of the items City of Escondido are disputing and the reason such items are being disputed and (c) Image Source shall promptly exercise its best

effort to work with City of Escondido and/or its agent to resolve such disputes. Pending resolution of disputed amount, City of Escondido will pay any and all undisputed amounts within thirty (30) days of the invoice date; however, the due date of all disputed charges will be suspended until the dispute is resolved and Image Source submits a corrected invoice for payment. The corrected invoice will be due thirty (30) days from the date of the correct invoice.

- c. Image Source agrees to bill the contract quarterly in arrears based on actual usage.

## 8. Data Security

- a. Image Source agrees that no hard drive for any reason for any device acquired under this contract will be removed from City of Escondido's site at any time by Image Source unless all data contained in the hard drive has been removed utilizing software that will overwrite the hard drive, and that removing a hard drive from City of Escondido's site without confirming that the hard drive has been erased will constitute a breach of contract.
- b. Image Source understands that documents left in or on any device may contain confidential information that must be protected and agrees that all documents found in or on any device by Image Source will be handed to authorized City of Escondido personnel and that the documents will not be placed in a trash can or recycle bin by any representative of Image Source.

## 9. Supplies

- a. Image Source agrees to ship supplies automatically based on the usage of each device without City of Escondido having to place an order.
- b. Image Source agrees to ship and/or deliver supplies to City of Escondido for no additional charge.
- c. Image Source will deliver toner within two (2) business days.
- d. For each toner delivery that takes longer than two (2) business days, Image Source will credit \$25 to City of Escondido.
- e. Image Source agrees to either pick up the empty toner containers and used toner or provide postage-paid packages for City of Escondido to return these items.
- f. Image Source agrees to credit City of Escondido's account for toner that City of Escondido has in stock at the start of the contract. City of Escondido will be responsible for providing Image Source with an accurate inventory at the start of the contract, which can be verified by Image Source during a site walk-through.

## 10. Device/Meter Reporting Software


- a. Image Source is offering FMAudit for collecting and storing detailed fleet data. FMAudit will be installed by City of Escondido on a central server located at City of Escondido's site, will reside solely on City of Escondido's server, and will be managed and maintained by City of Escondido. All data collected by FMAudit will remain the property of City of Escondido. FMAudit will monitor, from the network (not the desk top), all required data relating to copy, print, scan, and fax functions performed on networked devices. FMAudit will be provided at no additional cost to the City, including Image Source's assistance with the initial installation and setup.
- b. FMAudit will be used to report monthly meter readings to the appropriate parties. This tool has the capability to format reports automatically (with the ability to select specific devices out of the fleet) and send these reports automatically (once set up by City of Escondido) at a set time and date each month.

**11. Cooperative Agreements**

- a. Image Source agrees that City of Escondido will not be required to sign on to any cooperative agreements, governmental or otherwise, or agree to any additional terms and conditions contained within any cooperative agreements.

**12. Non-Appropriation / Funding-Out Clauses**

- a. Image Source will include in all leasing options and lease documents other associated contracts a non-appropriation and/or funding-out clauses as required by the City of Escondido.

	USER: ADMIN // Kendall Goslee Image Source
NAVIGATION: All Bids → City of Escondido : RFP #19-01 2 of 2: Printer/MFP Service + Supplies → <b>View All</b>	

Information	
Company	<b>City of Escondido</b>
Description	<b>RFP #19-01 2 of 2: Printer/MFP Service + Supplies</b>
Due Date	<b>2/1/2018 4:00:00 PM (MT)</b>
Tax Information	
Sales Tax	<b>Standard</b>
Property Tax	<b>Standard</b>

**LEVEL: RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

**CURRENT INVENTORY  
 RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

**Current Toner Inventory**

<p><b>Toner Credit</b>                  City of Escondido will order only minimum quantities of toner until the new contract is in place. However, there will be some toner in stock at the start of the contract. Will <b>Image Source</b> credit City of Escondido's account for toner that City of Escondido has in stock at the start of the contract? City of Escondido will be responsible for providing <b>Image Source</b> with an accurate inventory at the start of the contract, which can be verified by <b>Image Source</b> during a site walk-through. If <b>Image Source</b> will agree to a credit, please describe how it will be calculated. Ex: Supplier will credit City of Escondido's account for x% of the <b>Image Source's</b> actual cost for the toner that supplier would have provided as part of the contract.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 50px;"></td> <td style="padding-left: 10px;">Yes</td> </tr> <tr> <td style="border-bottom: 1px solid black; width: 50px;"></td> <td style="padding-left: 10px;">No</td> </tr> </table>		Yes		No
	Yes				
	No				

**FLEET MANAGEMENT  
 RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

**1. Device level Meter Reporting Software**

<p><b>A. Meter Collection Tool Overview</b>                  City of Escondido is looking for pricing for server based software capable of collecting and storing detailed device meter data for the fleet. The main use of this tool will be to report device level meters for service billing. This software tool is to be installed by City of Escondido on a central server located at City of Escondido's site, will reside solely on City of Escondido's server, and will be managed and maintained by City of Escondido. All data collected by the software tool will remain the property of City of Escondido. The software tool shall monitor, from the network (not the</p>	<p><u><b>Centware Web</b></u>  <b>\$ 0</b></p>
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desk top), all required data relating to copy, print, scan, and fax functions performed on networked devices. If **Image Source** can provide the software tool as requested, please indicate which software tool will be provided in the text area to the right as well as a price for the software. The pricing must include **Image Source's** assistance with the initial installation and set up of the software tool.

**B. Software Configuration**

Can the software tool be configured to collect and report data for a specified sub-group of devices?  Yes  
 No

**C. Monthly Reporting**

The software tool will be used to report monthly meter readings to the appropriate parties. Will the software tool being offered by **Image Source** have the capability to format reports automatically (with the ability to select specific devices out of the fleet) and send these reports automatically (once set up by City of Escondido) at a set time and date each month?  Yes  
 No

**D. Data Capture and Reporting**

Please indicate which items the software tool being offered by **Image Source** is capable of capturing and reporting:

- Make/Model
- IP Address
- MAC Address
- Location
- Total Meter B/W
- Total Meter Color
- Total Scan Meter B/W
- Total Scan Meter Color
- Total Fax Meter
- Total Print Meter B/W
- Total Print Meter Color
- Total Copy Meter B/W
- Total Copy Meter Color
- Supply Levels (Including Historical Fill Rates)
- Device Status (With Error Reporting)

**SERVICE RESPONSES**

**RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

**SERVICE RESPONSES CONT.**

**RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

**1. Service Responses**

**City of Escondido**

City Hall is located at 201 North Broadway; Escondido, CA 92025-2798 For a complete list of the departments and locations please go to: <https://www.escondido.org/city-departments.aspx>

**A. Distance from Service Center to Customer Location**

Distance in miles to City of Escondido. 0-30 Miles

**B. Service Company Information**

Please provide the requested information. Name of Service Company: **Image Source**  
 Name of Service Manager: **Indy Gonzalez**  
 Service Manager Phone Number: **909-677-8289**

**C. Number of Technicians**

Please list the number of factory trained service technicians on staff at the above **45** Technicians

Service Company for the model(s) being proposed. (City of Escondido may request copies of factory training certificates.)

**D. The average in-person service response time: Monday through Friday 8am - 5pm** 4 Hours  
(including preventive maintenance calls) by a factory trained service technician will be:

**E. The maximum in-person service response time: Monday through Friday 8am - 5pm** 8 Hours  
(including preventive maintenance calls) by a factory trained service technician will be:

**F. The average time it will take a field engineer to acknowledge a service request:** 60 Minutes  
The average time it will take a field engineer to acknowledge City of Escondido's service request once a service call has been placed with **Image Source** will be:

**G. Late Response Time Compensation for Exceeding the Guaranteed Average**  
To assure City of Escondido that **Image Source's** intention is to respond to the service requests within the average response times stated above, **Image Source** will compensate City of Escondido with the following credit of the total monthly service cost (for the specific device under contract) for each successive service call for which the 12-month trailing average response time exceeds the guaranteed average response time (ex. 5%): 2.5 %

**H. Late Response Time Compensation for Exceeding the Guaranteed Maximum**  
To assure City of Escondido that **Image Source's** intention is to respond to the service requests within the maximum response times stated above, **Image Source** will compensate City of Escondido with the following credit of the monthly service cost (for the device in question) for each response that exceeds the guaranteed maximum response time (ex. 5%): 2.5 %

**I. Loaner Device**  
Will **Image Source** provide a loaner device of equal or superior capabilities to City of Escondido if any device installed by **Image Source** is unable of perform to City of Escondido's specifications for more than 8 hours of normal business operation? X Yes  
       No

**J. Customer Support By phone**  
Will **Image Source** provide Customer Support by phone at no additional charge during normal business hours? X Yes  
       No

**2. Service Response: After Hours**

**A. Overview**  
The City of Escondido will require that after hours service support be available for some locations throughout the City. This includes Fire Department and Fire Stations (24 hrs) and the Police Department and Police Stations (24 hrs). Please feel free to use the text area to the right to share any general

details about after hours service support offered by **Image Source**.

**B. Service work that is requested to be performed after hours on weekdays will be billed as follows:**

Please list the initial charge for the first hour of service and the hourly cost thereafter. If **Image Source's** method of billing for service is not in this format, please explain how service will be billed in the text area.

\_\_\_\_\_ After hours service is not available  
Initial Charge \$ **535** and  
\$ **535** per hour after first hour of service.

**C. The maximum in-person service response time:**

The maximum in-person service response time by a factory trained service technician from the time the call is placed to the time the tech arrives on-site.

8 hours

**D. Time to Acknowledge Request for Service:**

The average time it will take a field engineer to acknowledge the City of Escondido's service request once a service call has been placed with **Image Source**:

2 hours

**E. Late Response Time Compensation:**

To assure City of Escondido **Image Source's** intention is to respond to the service requests within the times stated above, **Image Source** will compensate City of Escondido with the following credit against the total cost of the service call in question: (ex. \$25 or 25% of the cost of call, whichever is greater):

\$ **25** or  
**10** % of the cost of the call, whichever is greater

**3. Service Response: Weekends**

**A. Overview**

The City of Escondido will require that weekend service support be available for some locations throughout the City. This includes Fire Department and Fire Stations (24 hrs) and the Police Department and Police Stations (24 hrs). Please feel free to use the text area to the right to share any general details about after hours service support offered by **Image Source**.

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

**B. Service work that is requested to be performed on weekends will be billed as follows:**

Please list the initial charge for the first hour of service and the hourly cost thereafter. If **Image Source's** method of billing for service is not in this format, please explain how service will be billed in the text area.

\_\_\_\_\_ Weekend service is not available  
Initial Charge \$ **595** and  
\$ **595** per hour after first hour of service.

**C. The maximum in-person service response time:**

The maximum in-person service response time by a factory trained service technician from the time the call is placed to the time the tech arrives on-site.

8 hours

**D. Time to Acknowledge Request for Service:**

The average time it will take a field engineer to acknowledge the City of Escondido's service request once a service call has been placed with **Image Source**:

2 hours

**E. Late Response Time Compensation:**

To assure City of Escondido **Image Source's**



intention is to respond to the service requests within the times stated above, **Image Source** will compensate City of Escondido with the following credit against the total cost of the service call in question: (ex. \$25 or 25% of the cost of call, whichever is greater):

\$ 25 or 10 % of the cost of the call, whichever is greater

**4. Service Response: Holidays**

**A. Overview**

The City of Escondido will require that holiday service support be available for some locations throughout the City. This includes Fire Department and Fire Stations (24 hrs) and the Police Department and Police Stations (24 hrs). Please feel free to use the text area to the right to share any general details about after hours service support offered by **Image Source**.

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

**B. Service work that is requested to be performed after hours on holidays will be billed as follows:**

Please list the initial charge for the first hour of service and the hourly cost thereafter. If **Image Source's** method of billing for service is not in this format, please explain how service will be billed in the text area.

\_\_\_\_\_ Holiday service is not available  
Initial Charge \$ 595 and  
\$ 595 per hour after first hour of service  
\_\_\_\_\_  
\_\_\_\_\_

**C. The maximum in-person service response time:**

The maximum in-person service response time by a factory trained service technician from the time the call is placed to the time the tech arrives on-site.

8 hours

**D. Time to Acknowledge Request for Service:**

The average time it will take a field engineer to acknowledge the City of Escondido's service request once a service call has been placed with **Image Source**:

2 hours

**E. Late Response Time Compensation:**

To assure City of Escondido **Image Source's** intention is to respond to the service requests within the times stated above, **Image Source** will compensate City of Escondido with the following credit against the total cost of the service call in question: (ex. \$25 or 25% of the cost of call, whichever is greater):

\$ 25 or 10 % of the cost of the call, whichever is greater

**5. Charges Waived for Issues Generated by Factory Defect or Call-Back**

**A. For Work Performed After Hours, on Weekends, and on Holidays**

If the issue that prompted the service call is due to a factory defect of the device (including any parts) or a supply item provided by **Image Source** for the device, or by a call-back for the same issue that was unresolved by the previous service response, will **Image Source** waive the charges for the service call?

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

**6. Loaners: Timing and Charges**

**A. Timing**

If **Image Source** has agreed to provide loaners, will **Image Source** agree to install the loaner device within (3) three business days of normal operation for the location requiring the loaner device?

X Yes, but only during suppliers normal business hrs  
\_\_\_\_\_ Yes, including after hours, weekends, and holidays  
\_\_\_\_\_ No  
\_\_\_\_\_

**B. Charges**

If **Image Source** will place loaner devices after hours, on weekends, or on holidays, will **Image Source** place the loaner during these times at no cost to the City of Escondido?  Yes (no charges apply)  Charges apply, as defined in questions 2, 3, and 4

**TERMS & CONDITIONS OF ACQUISITION**  
**RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

**1. Equipment Disposal**

**A. Equipment Pick-Up and Disposal**

Will **Image Source** agree to pick up and dispose of printers/MFPs, if requested, at no additional charge to City of Escondido? (This applies only to equipment that is owned by City of Escondido, not equipment that is under a lease agreement.) If not, please state the charge to pick up and dispose of printers/MFPs.  Yes  No  
 \$ 0 per device (desktop)  
 \$ 0 per device (floor-standing)

**B. Hard Drive Destruction**

For any printer/MFP removed by **Image Source** that has a hard drive, please provide the cost per device to destroy each hard drive. Please note: City of Escondido will require a formal certificate of completion. \$ 0 per hard drive

**2. Equipment Relocation**

**A. Equipment Relocation by Image Source**

If, during the contract period, the need arises to move equipment covered under this contract, will **Image Source** agree to move the equipment at no charge to City of Escondido? If not, state the charge to move equipment on a per device basis.  Yes  No  
 \$ 0 per device (desktop)  
 \$ 0 per device (floor-standing)

**B. Equipment Relocation by City of Escondido**

If, during the contract period, the need arises to move equipment covered under this contract, will **Image Source** allow City of Escondido personnel to move the equipment without affecting the contract coverage? If not, explain how the move by City of Escondido would affect the contract coverage in the provided text area.  Yes  No

**3. Performance Bond**

**A. Performance Bond**

Upon receipt of a purchase order, will **Image Source** issue a performance bond to City of Escondido, which is equal to 25% of the total cost of the service and software costs projected for 60 months for all equipment purchased under this agreement? City of Escondido will cash the performance bond if **Image Source** does not execute the terms and conditions of the contract as agreed. The performance bond shall have a life of 60 months from the date it is accepted by City of Escondido; however a 1-year bond that is  Yes  No

renewable for an additional four (4) years is acceptable.	
<b>B. Performance Bond: Timing</b> If question A was answered yes, how long will it take from the receipt of a purchase order to the delivery of the performance bond?	<u>5-7</u> days
<b>C. Performance Bond: Postpone Due Date until Delivery of Bond</b> If question A was answered yes, will <b>Image Source</b> agree to allow City of Escondido to delay payment (with no late fees or penalties) until the performance bond has been delivered to City of Escondido?	<u> X </u> Yes _____ No
<b>4. Cooperative Agreements</b>	
<b>Cooperative Agreements</b> Vendor agrees that City of Escondido will not be required to sign on to any cooperative agreements, governmental or otherwise, or agree to any additional terms and conditions contained within any cooperative agreements.	<u> X </u> Yes _____ No

**TERMS & CONDITIONS OF SERVICE**  
**RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

<b>1. General Terms</b>	
<b>A. Overview</b> City of Escondido is looking for fixed pricing for 60 months service and supplies. Service pricing for the existing networked printer fleet must be on an as-is basis. Will <b>Image Source</b> provide this service? Please review the RFP Invitation for details regarding the current number of devices and volume for the networked printer fleet.	<u> X </u> Yes _____ No _____ _____ _____
<b>B. Makes/Models</b> Please refer to the list of printers provided in the invitation to this RFP. Please list any models <b>Image Source</b> will NOT be able to provide service for.	<u> X </u> Service and supplies can be provided for all currently installed make/models _____ Service and supplies cannot be provided for the makes/models listed below: _____ _____ _____
<b>C. On an "As-is" Basis</b> Service pricing for the existing printer fleet must be on an as-is basis, i.e. with no inspection or charges to "bring the equipment up to contract-level specifications" before the contract begins. Any device that will not produce a printed page at the start of the contract will be excluded from this requirement. City of Escondido will take into consideration the exclusion of any printer found to be operable, but in extremely poor condition.	<u> X </u> Yes _____ No
<b>D. Contract Terms</b> <b>Image Source</b> agrees that the contract cannot be assigned to another Service Company without the written permission of	<u> X </u> Yes _____ No

<p>City of Escondido or canceled by <b>Image Source</b> except for non-payment of the service contract by City of Escondido. <b>Image Source</b> agrees to submit all contract invoices and billing in a timely manner. The contract shall include network interface support, labor, and all consumable parts and supply items excluding paper. The contract shall include all parts required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. The service contract shall also include all travel time, mileage, and labor.</p>	
<p><b>E. Firmware Upgrades (after initial installation)</b>                  Except for firmware upgrades <b>Image Source</b> will install prior to delivery of a device, <b>Image Source</b> agrees to NOT take the initiative to do any additional firmware upgrades or change configuration settings without City of Escondido's permission.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>F. Adding Printers/MFPs to the Contract</b>  <b>Image Source</b> agrees that printers/MFPs can be added to the contract at anytime, provided the model of the additional printer is already under contract or a new model is approved by <b>Image Source</b> and connected to City of Escondido's network.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>G. Equipment Replacement</b>                  Will <b>Image Source</b> agree to replace printers that cannot be repaired on a like-for-like basis at no additional cost as long as the contract is in effect and also agree that all replacement devices shall become property of City of Escondido? (This will apply to all devices covered under the contract.)</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>2. Tracking/Crediting Service Prints</b></p>	
<p><b>Tracking/Crediting Service Prints</b>                  Will any prints produced by any representative of <b>Image Source</b> be tracked and credited back to City of Escondido at the end of each service billing period? NOTE: If these prints cannot be tracked and credited to City of Escondido, we will add 2% to <b>Image Source's</b> proposed service costs to calculate our annual service costs.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>3. Preventative Maintenance and Parts Replacement</b></p>	
<p><b>A. Preventative Maintenance Parts Lists for Newly Installed Devices</b>                  Will <b>Image Source</b> provide the pages from the service manual, for each newly installed device, indicating the manufacturer's replacement schedule for preventative maintenance (PM) parts, including parts names which may be included in PM Kits, and manufacturer's part numbers to City of Escondido? (This information will be used by City of Escondido to evaluate service work that is being performed by <b>Image Source</b>).</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>B. Preventative Maintenance Parts Lists for Existing Devices</b>                  Will <b>Image Source</b> provide the pages from the service manual, for each existing device, indicating the manufacturer's replacement schedule for preventative maintenance (PM)</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>

parts, including parts names which may be included in PM Kits, and manufacturer's part numbers to City of Escondido? (This information will be used by City of Escondido to evaluate service work that is being performed by **Image Source**).

**C. Parts Replacement for Newly Installed Devices**

For the entire life of each newly installed device covered under a service contract with **Image Source**, will **Image Source** replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule? In addition, if any part fails before reaching the manufacturer's estimated life expectancy, will **Image Source** replace failed parts as long as the device is covered under a service contract by **Image Source**?

Yes  
 No

**D. Parts Replacement for Existing Devices**

For the entire life of each existing device covered under a service contract with **Image Source**, will **Image Source** replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule? In addition, if any part fails before reaching the manufacturer's estimated life expectancy, will **Image Source** replace failed parts as long as the device is covered under a service contract by **Image Source**?

Yes  
 No

**4. Invoicing**

**A. Electronic Format**

**Image Source** agrees to provide invoices in an electronic format acceptable to City of Escondido and/or its agent. The invoices will be formatted in an acceptable manner and include make/model, serial number, vendor ID number, location, department, room number, equipment service cost, and beginning and ending meter readings. All invoices will be due 30 days from the date of receipt.

Yes  
 No

**B. Disputed Invoices**

If City of Escondido disputes any amount included in an invoice, then (a) City of Escondido (or our agent) will notify **Image Source** in writing or by email, (b) such notice shall include a description of the items City of Escondido are disputing and the reason such items are being disputed and (c) **Image Source** shall promptly exercise its best effort to work with City of Escondido and/or our agent to resolve such disputes. Pending resolution of disputed amount, City of Escondido will pay any and all undisputed amounts within 30 days of the invoice date; however, the due date of all disputed charges will be suspended until the dispute is resolved and **Image Source** submits a corrected invoice for payment. The corrected invoice will be due 30 days from the date of the correct invoice.

Yes  
 No

**C. Billing Frequency**

Will **Image Source** agree to bill the contract quarterly in arrears based on actual usage?

Yes  
 No

<b>5. Management and Evaluation</b>	
<p><b>A. Management and Evaluation of Image Source</b>                  City of Escondido and/or its appointed agent reserve the right to monitor and evaluate all aspects of <b>Image Source's</b> invoicing and service work that is executed by <b>Image Source</b> for all equipment that is leased or covered under a service contract by <b>Image Source</b> on an ongoing basis. Will <b>Image Source</b> agree to provide all requested lease and service contract data, billing and invoicing data, and/or service call history data within ten (10) business days of such a request whether made by telephone, e-mail, or fax? In addition, will <b>Image Source</b> agree not to object or hinder in anyway the ongoing evaluation of cost, volume, equipment performance and <b>Image Source's</b> performance of services provided to City of Escondido?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>B. Data Request</b>                  Will <b>Image Source</b> agree to pay to City of Escondido \$50.00 in liquidated damages per consecutive day, beyond 10 business days, that <b>Image Source</b> delays delivering lease and/or service contract data, billing and/or invoicing data, and/or service call history data?</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b>C. Monthly Reports</b>                  Will <b>Image Source</b> deliver monthly reports in an electronic format acceptable to City of Escondido and/or its agent? The reports will be formatted in an acceptable manner and include make, model, serial number, vendor ID number, location, room number, and the monthly meter reading for each device acquired from <b>Image Source</b>. In addition to the above data, each report will include all service calls performed during the past 30 days, the date and time the call was placed, the date and time the technician arrived onsite, the beginning meter reading of the service call, the ending meter reading of the service call, a complete description of the reason for each call, the remedy provided by Supplier, and a complete list of all parts including the manufacturer's part numbers that were required to complete each service call. All calls will be recorded and be categorized as a service call, return with parts call, a call back, operator error call or courtesy call. These monthly reports shall be provided at no additional expense to City of Escondido and/or its agent for the life of the equipment.</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<b>6. Data Security</b>	
<p><b>A. Protection of Confidential Information</b>  <b>Image Source</b> understands that documents left in or on any device may contain confidential information that must be protected and agrees that all documents found in or on any device by <b>Image Source</b> will be handed to authorized City of Escondido personnel and that the documents</p>	<p><input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>

will not be placed in a trash can or recycle bin by any representative of **Image Source**.

**B. Removal of Hard Drive from City of Escondido's Site**

For devices that have hard drives, **Image Source** agrees that no hard drive, for any reason, for any device covered under this agreement, will be removed from City of Escondido's site at any time by **Image Source**, unless all data contained in the hard drive has been removed utilizing software that will overwrite the hard drive, and that removing a hard drive from City of Escondido's site without confirming that the hard drive has been erased will constitute a breach of contract.

Yes  
 No

**7. Supplies**

**A. Supply Shipping**

Will **Image Source** ship and/or deliver supplies to City of Escondido for no additional charge? If no please explain how shipping charges will be determined.

Yes  
 No

**B. Supply Shipping: Timing**

How many business days will it take for a toner to be delivered after it has been ordered?

2 days

**C. Supply Shipping: Late Delivery**

To assure City of Escondido that **Image Source**'s intention is to deliver toner within the number of days stated above, **Image Source** will compensate City of Escondido with the following credit for each late delivery (ex: \$50):

\$ 25

**D. Used Toner and Toner Containers**

Will **Image Source** either pick up the empty cartridges or provide postage-paid packages for City of Escondido to return empty cartridges? If not, please describe an appropriate process for removing/recycling empty cartridges.

Yes  
 No

**E. Supply Failure Rate**

Please list the average failure rates for OEM supplies and for 3rd party supplies.

OEM \_\_\_\_\_ %  
 3rd Party \_\_\_\_\_ %

**F. Auto Supply Replenishment**

If requested, **Image Source** agrees, at no additional charge, to ship supplies automatically based on the usage of each device without City of Escondido having to place an order.

Yes  
 No

**PRICING**

**RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

**1. Service and Supplies Contract Pricing**

**A. Overview**

City of Escondido requires a service and supplies contract that bills for usage on printer/MFP devices based on actual usage, quarterly in arrears, with no base charge. City of Escondido's first choice is a contract with

billing based on output type  
 billing based on device model

rates based on output type rather than by device model. By output type, we mean: b/w pages on a b/w device; b/w pages on a color device; and color pages, regardless of device model. Please indicate which type(s) of contracts are offered by **Image Source**.

**B. Pricing for B/W Prints on B/W Devices**

Please list the cost-per-print for a contract that uses only OEM parts and supplies as well as pricing for a contract that uses third party high-quality compatible supplies. (Pricing applies to current printer/MFP fleet as well as any added devices.) If vendor does not offer billing based on output type as described above, please provide the average cost-per-page for the output type based on the current device mix and volumes as provided in the RFP invitation. Please upload the details regarding the rates by device-model in Excel or .csv format in the Document Uploads section.

\$ .0099 (OEM parts and supplies)  
 \$ \_\_\_\_\_ (3rd Party parts and supplies)  
 pricing is device-model dependent

**C. Pricing for B/W Prints on Color Devices**

Please list the cost-per-print for a contract that uses only OEM parts and supplies as well as pricing for a contract that uses third party high-quality compatible supplies. (Pricing applies to current printer/MFP fleet as well as any added devices.) If vendor does not offer billing based on output type as described above, please provide the average cost-per-page for the output type based on the current device mix and volumes as provided in the RFP invitation. Please upload the details regarding the rates by device-model in Excel or .csv format in the Document Uploads section.

\$ .0099 (OEM parts and supplies)  
 \$ \_\_\_\_\_ (3rd Party parts and supplies)  
 pricing is device-model dependent

**D. Pricing for Color Prints**

Please list the cost-per-print for a contract that uses only OEM parts and supplies as well as pricing for a contract that uses third party high-quality compatible supplies. (Pricing applies to current printer/MFP fleet as well as any added devices.) If vendor does not offer billing based on output type as described above, please provide the average cost-per-page for the output type based on the current device mix and volumes as provided in the RFP invitation. Please upload the details regarding the rates by device-model in Excel or .csv format in the Document Uploads section.

\$ .089 (OEM parts and supplies)  
 \$ \_\_\_\_\_ (3rd Party parts and supplies)  
 pricing is device-model dependent

**REFERENCES**

**RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

**Instructions:**

For your Printer/MFP service and supplies clients, please provide 3 references of current clients of similar size and deployment to City of Escondido and 3 references for clients who are no longer doing business with your company.

**Reference 1**



Company Name:	Hemet USD
Contact Name:	Karl Melzer
Contact Phone:	951-765-5100
Contact E-mail:	kmelzer@hemetusd.org
Length of Business Relationship:	15+ Years
Type of Business Relationship:	<input checked="" type="checkbox"/> Current Client <input type="checkbox"/> Former Client

**Reference 2**

Company Name:	Murrieta USD
Contact Name:	Stacy Coleman
Contact Phone:	951-696-1600
Contact E-mail:	scoleman@murrieta.k12.ca.us
Length of Business Relationship:	20+ Years
Type of Business Relationship:	<input checked="" type="checkbox"/> Current Client <input type="checkbox"/> Former Client

**Reference 3**

Company Name:	Menifee USD
Contact Name:	Ambur Borth
Contact Phone:	951-672-1851
Contact E-mail:	Aborth@menifeeusd.org
Length of Business Relationship:	15+ Years
Type of Business Relationship:	<input checked="" type="checkbox"/> Current Client <input type="checkbox"/> Former Client

**Reference 4**

Company Name:	Fullerton School District
Contact Name:	Mike McAdam
Contact Phone:	714-447-2846
Contact E-mail:	michael_mcadam@myfsd.org
Length of Business Relationship:	5 Years
Type of Business Relationship:	<input type="checkbox"/> Current Client <input checked="" type="checkbox"/> Former Client

**Reference 5**

Company Name:	Imperial Valley College
Contact Name:	Jeff Enz
Contact Phone:	760-352-8320
Contact E-mail:	jeff.enz@imperial.edu
Length of Business Relationship:	8 Years
Type of Business Relationship:	<input type="checkbox"/> Current Client <input checked="" type="checkbox"/> Former Client

**Reference 6**

Company Name:	Covina Valley Unified School District
Contact Name:	Robin Harbert
Contact Phone:	626-974-7000 Ext 800128

Contact E-mail: rharbert@c-vusd.org  
Length of Business Relationship: 5 Years  
Type of Business Relationship:  Current Client  Former Client

**ADDITIONAL INFORMATION**  
**RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

Notes: T&C Acquisition 2.B. Equipment Relocation by the City of Escondido. Image Source move and relocate any equipment under the contract at no additional charge.

**TERMS AND CONDITIONS OF ORGANIZATION**  
**RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

This documentation is provided as addendums and additions to the instructions, terms, and conditions of this on-line acquisition.

<b>T&amp;C of Organization Files</b>	
File: <b>City of Escondido Terms and Conditions of Organization 1220.pdf</b>	
File Response:	Accept Terms As Stated
<b>NETWORK ENVIRONMENT</b> <b>RFP #19-01 2 of 2: Printer/MFP Service + Supplies</b>	
Current Operating System(s)	
Windows 7 and 10	
Current Protocol(s)	
TCP/IP	
Network Connection(s) Available	
1 Gbps	
Additional Software in Use	
Email: Exchange 2016 on premises	

## TERMS AND CONDITIONS OF ORGANIZATION City of Escondido RFP #19-01

### TERMS AND CONDITIONS:

1. Proposals will be received by the City of Escondido until **Thursday, February 1, 2018 at 3:00 PM Pacific time**.
2. The City of Escondido requires all prospective contractors to provide a Bid Bond or Cashier's Check or Corporate Check which is equal to 5% of the total cost of the equipment, service, supply, and software costs projected for 60 months for all equipment and solutions proposed. This bid security may be retained by the City of Escondido until the contract has been signed. The City of Escondido will cash the Bid Bond or Cashier's Check or Corporate Check if the prospective contractor to whom a contract is awarded does not undertake the contract per the pricing and terms that are proposed. Failure to submit the Bid Bond, Cashier's Check, or Corporate Check in the form and amount required shall render the proposal to be nonresponsive and rejected by the City of Escondido.
3. A .pdf copy of the completed forms listed below must be uploaded in the Document Uploads section in the online RFP by **Thursday, February 1, 2018 at 3:00 PM Pacific time**.
  - Signature Form (included in the RFP invitation)
  - Bid Bond Worksheet (included in the RFP invitation)
  - Bid Bond or Cashier's Check or Corporate Check
  - Non-Collusion Affidavit (included in the RFP invitation)
4. The original Bid Bond or Cashier's Check or Corporate Check must be submitted in an envelope SEALED and plainly identified with RFP #19-01 by **Thursday, February 1, 2018 at 3:00 PM Pacific time**. The submitting prospective contractor's return address must appear on the envelope. A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above. No responsibility will attach to City of Escondido, or to any employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. All submissions must be received at the office of Purchasing, City of Escondido City Hall, 201 North Broadway, Escondido CA 92025, and be time and date stamped by **Thursday, February 1, 2018 at 3:00 PM Pacific time**. It is the submitting prospective contractor's responsibility to timely submit the required documents in a properly marked envelope, prior to the scheduled date and time, for receipt in sufficient time to allow the submission to be time and date stamped.
5. Your proposal must be submitted before the due date and time. **No fax, verbal, e-mail or telephone proposals will be accepted**. The online proposal must be completed and submitted online by **Thursday, February 1, 2018 at 3:00 PM Pacific time** using the City's authorized tools provided by Optimizon. Proposals that do not follow these instructions will be deemed unresponsive and rejected.
6. The information provided in the RFP is intended solely for internal use by the prospective contractors in response preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.

7. From the issue date of the RFP until a Contract has been awarded and announced, prospective contractors, Selection Committee members, and employees are not allowed to communicate about the subject of the RFP or a prospective contractor's proposal except as provided in Questions section 2.
8. Any recipient of the RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a proposal, or otherwise responding to the RFP, or any negotiations incidental to its proposal or the RFP.
9. It shall be the responsibility of the prospective contractor to submit a proposal response which complies with: (A) the conditions and specifications of the RFP; (B) policies and procedures of City of Escondido and applicable laws of the State of California; and (C) any other applicable laws, regulations and requirements.
10. The following process described is intended to ensure that all prospective contractors have equal access to information relative to the RFP. As part of the RFP preparation (which may have included previous discussions with selected prospective contractors), every effort has been made to provide prospective contractors with adequate disclosure. Each prospective contractor shall prepare the proposal based only on the information contained in the RFP, notwithstanding any information that may have been previously provided. A prospective contractor noting any inconsistency between the information contained in the RFP and any information previously provided should request clarification (reference Questions Section 2).
11. No information communicated, either verbally or in writing, to or from a prospective contractor shall be effective unless confirmed by written communication contained in the RFP, an addendum to the RFP, a request for clarification or written response thereto, or in the proposal.
12. Should it become necessary to revise any part of the RFP, notice of the revision will be given in the form of an addendum to all prospective contractors on record as having received the RFP. Each prospective contractor must acknowledge receipt of addenda, but the failure of a prospective contractor to receive or acknowledge receipt of any addendum, shall not relieve the prospective contractor of the responsibility for complying with the terms thereof. Acknowledgment shall consist, minimally, of replying to the email from which the addenda is communicated prior to the RFP due date and time. All addenda shall become a part of the RFP. Acknowledgment of all addenda received must be submitted by the RFP closing date and time.
13. No immediate decision will be rendered. All information received will be confidential until after final action by the Selection Committee, except as required by law.
14. PROPOSALS ARE OFFERS
  - A. The proposal is the prospective contractor's offer to enter into a contract, which, if the prospective contractor is accepted for award, binds the proposal to a contract and the terms and conditions contained in the RFP.
  - B. A prospective contractor shall not make the proposal contingent upon the City of Escondido's acceptance of specifications or contract terms that conflict with or are in addition to those advertised in the RFP.

## QUESTIONS AND PROTESTS:

### 1. **Questions about the use of the Online Tool**

Questions regarding the use of the online tools provided by Optimizon should be directed to Lisa Kitamura at Optimizon. You may contact Lisa by phone or by email.

Email: lkitamura@optimizon.com

Phone: (208) 389-1100 ext 106

### 2. **Questions about the RFP**

Questions regarding the RFP must be submitted in writing and received by the City of Escondido no later than **Wednesday, January 17, 2018 at 3:00 PM Pacific time**. Questions received after this date will not be considered. Submit questions by email to the City of Escondido.

Attn: Yvonne Trabue

Email: ytrabue@escondido.org

Please copy: Hannah Recla

Email: h.recla@procureamerica.org

Responses to questions will be provided no later than Wednesday, January 24, 2018 at 10:00 AM Pacific time.

### 3. **Protest of Proposal Requirements, Standards, Specs, or Process**

Any prospective contractor who wishes to protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the City of Escondido. Any protest must be submitted by Monday, January 29, 2018 at 10:00 AM Pacific time.

Attn: Yvonne Trabue

Email: ytrabue@escondido.org

The notification will state the exact nature of the protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The City of Escondido may deny the protest, require that the Proposal document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City of Escondido or the prospective contractor.

### 4. **Protests by Prospective Contractors**

A prospective contractor may protest a bid award if it is believed that the award was inconsistent with City policy or the bid's specifications or was not in compliance with law. The judgment used in the scoring by individual evaluators is not grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a Protest of Proposal Requirements, Standards, Specs, or

Process will be considered. The selection protest must be submitted in writing at least five business days prior to the Council date for the award of the bid.

The prospective contractor shall submit all documents supporting or justifying the protest. A prospective contractor's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

Any protest shall be submitted and directed to the City of Escondido.

Attn: Yvonne Trabue  
Email: ytrabue@escondido.org

The City will review the protest and documents submitted with the prospective contractor's claims and render a decision in writing within 30 days. The City also may, but is not required to, convene a meeting with the prospective contractor in order to attempt to resolve the problem.

The prospective contractor may appeal the decision. The City shall provide reasonable notice to the prospective contractor of the time for consideration of the contract award. The City's decision shall be final.

**RFP GENERAL REQUIRED TERMS:**

1. The City of Escondido reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms from both price and technical standpoint.
2. Any decision made by the City of Escondido, including the selection of a contractor, shall be final.

**CITY OF ESCONDIDO REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS:**

*PLEASE READ CAREFULLY*

*THESE TERMS AND CONDITIONS ARE PART OF THE PROPOSAL AND CONTRACT*

**PROPOSALS MUST BE COMPLETED ONLINE BY THE DATE AND TIME PER THE REQUEST FOR PROPOSAL INVITATION NOTICE.**

**1. Public Information**

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in the Request for Proposal, unless clearly and specifically noted in the document submitted and confirmed in contract between the City and the company selected.

**2. Confidential Information**

Any information deemed confidential or proprietary should be clearly identified by the Contractor as such. It will be protected and treated with confidentiality only to the extent permitted by California State Law considering public information. Otherwise, the information shall be considered a public record.

### **3. Request for Proposal Provisions**

The City reserves the right to amend, alter, or revoke this Request for Proposal at or before the due date and time of proposal. Any modifications, clarification, or additions will be distributed via email as an addendum and will be posted on the City Website.

### **4. Proposal Preparation Cost**

There is no express or implied obligation for the City to reimburse responding companies for any expenses incurred in preparing proposals in response to this Request for Proposal.

### **5. Withdrawal of Proposal**

Contractors may modify or withdraw their proposal, either personally or by written request, at any time prior to the scheduled closing time of proposals. Such requests should be directed to the Purchasing Supervisor.

### **6. Late Proposals**

Any required documents received after the exact due date and time will be rejected and returned to the prospective contractor unopened.

### **7. Inaccuracies or Misinterpretations**

If, in the course of the Request for Proposal process or in the administration of a resulting contract, the City determines that a Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, Contractor may be terminated from the Request for Proposal process or in the event a contract has been awarded, the contract may be immediately terminated.

### **8. References**

All Contractors must provide a list of at least three (3) references for which Contractors provided similar services and software. Contractor shall list the company name, address, phone number, contact person, and any additional applicable information about the company.

### **9. Warranty**

All hardware equipment warranties must be for a minimum of one (1) year and will commence on the date of satisfactory installation for all equipment as determined by the City.

### **10. Optional Features**



Contractors may elect to provide recommendations and pricing for optional features, if deemed beneficial to the City. Pricing for optional features must NOT be included in the minimum requirements pricing.

**11. Business License**

The successful Contractor shall be required to obtain a City of Escondido Business License prior to the award of the contract.

**12. Signature**

All proposals must be signed in the name of the Contractor and must bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature must be fulfilled.

**13. Attorney Fees**

In the event that the City should prevail in any litigation brought by either party, to enforce any provisions of this proposal, Contractor shall pay to the City the cost and attorney fees incurred pursuant to said litigation.

**14. Right to Reject Proposal**

The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain any deficiencies in their proposal, nor accept requests for justification from Contractors not selected. All proposals submitted become property of the City.

**15. Right to Conduct Personal Interviews**

The City reserves the right to conduct personal interviews or require oral presentations of any or all Contractors prior to selection.

**16. Right to Request Additional Information**

The Contractor shall furnish additional information as the City may reasonably require. The City reserves the right to make investigation of the qualifications of the Contractor, as it deems appropriate.

**17. Right to Determine Financial Responsibility and Viability**

The City reserves the right to request Contractor information pertaining to the financial stability of the Contractor sufficiently comprehensive to allow an appraisal of the Contractor's current financial condition.

**18. Understanding the Services to be Performed**

By submitting a proposal, the Contractor certifies that he/she has fully read and understands the Request for Proposal and has full knowledge of the scope, nature, quantity and quality of services to be performed. Contractor understands that he/she will enter into a written contract and furnish the

item(s) or complete the work in the time specified, and strictly confirm to the City of Escondido specifications.

**19. Award of Contract**

Proposals will be analyzed and the award made to the responsible Contractor whose proposal conforms to the solicitation and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in the request for proposal.

The City reserves the right to award one or more contracts whether by award of all items to one Contractor or by award of separate items or groups of items to various Contractors.

**20. Contract**

The prices provided in the response to the Request for Proposal shall remain firm for one hundred and eighty (180) days. All orders issued against this proposal shall be delivered and invoiced at the fixed cost or less due to decrease in the market for the term of this contract. If the successful Contractor does not execute a contract with the City within forty-five (45) days after notification of award, the City may give notice to the successful Contractor of the City's intent to select from the remaining Contractors or to call for new proposals, whichever the City deems appropriate.

**21. City Provisions to Prevail**

The City's standard General Terms and Conditions shall govern any contract award. Any standard terms and conditions of the Contractor shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

**22. Termination for Default**

- a) The City may, by written notice of default to the successful Contractor (subject to the provisions of paragraph (c) below) terminate the whole or any part of this contract in any one of the two following circumstances:
  - 1) If the successful Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
  - 2) If the successful Contractor fails to perform any of the other provisions of this contract or so fails to make progress to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) business days after receipt of notice from the Purchasing Supervisor specifying such failure.
- b) In the event the City terminates this contract in whole or in part, as in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated and the Contractor shall be liable to the City for any excess costs for such similar supplies or

- services provided that the successful Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c) The successful Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the successful Contractor.
  - d) If after notice of termination of this contract under the provisions of this clause is determined by any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the Contractor shall be the same as if notice of termination for convenience had been issued pursuant to such clause.
  - e) The City reserves the right to terminate for convenience, and cancel the contract at any time with thirty (30) days prior written notice of its intent to terminate. This termination does not include any leases that are in place at the time of cancellation.

### **23. Alternative Proposals**

To be a responsive Contractor, Contractors must submit a bid that meets all specific bid requirements. Contractors may propose "equals" as provided for in accordance with Item 24 of these General Terms and Conditions. Once Contractors have proposed a product which is responsive to the specifications, Contractors may thereafter include with their bid any additional proposals or alternative products which are not "equals" but Contractor believes may meet or exceed City's requirements and which offer the City additional advantages or benefits based on the state of the art that were not contemplated by the City when the requirements were prepared.

The City reserves the right to evaluate and accept or reject such alternatives, as though they were part of the original specifications, without advertising for further bids, or to re-advertise based on such proposed state of the art alternatives when in the best interest of the City.

### **24. Brand Name**

Whenever a reference to a specific brand name is made in this Request for Proposal, it is to be construed as a specification, which describes a component that has been tested or evaluated by the City as best meeting the specific operational, design, performance, maintenance, quality or reliability standards as required by the City. An equivalent or "equal" may be offered by the Contractor, subject to testing and evaluation at the option of the City prior to proposal award.

### **25. Royalties, Licenses and Patents**

Unless otherwise specified, the successful Contractor shall pay all royalties, license and patent fees. The successful Contractor warrants the materials to be supplied do not infringe any patent, trademark

or copyright. The successful Contractor agrees to defend any and all suits, actions and claims for infringement that are brought against the City and to indemnify and hold harmless the City from all loss or damages whether general, exemplary or punitive, as a result of any claims against the City pursuant to the terms of this contract.

## **26. Assignment of Contract**

The successful Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the consent of the City and of his sureties, if any. All payments made pursuant to this contract shall only be made payable to successful Contractor.

## **27. Indemnification**

The Contractor shall indemnify and hold harmless the City and its officers, employees, directors, shareholders, subsidiaries, contractors and/or agents from and against all suits, actions, losses, damages, claims, or liability of any character type, or description including, but not limited to all expenses of litigation, court costs, penalties.

## **28. Insurance Requirements**

The successful Contractor shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney

- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
  - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
  - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- A. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. Contractor acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of Contractor.
- B. Each insurance policy required above must be acceptable to the City Attorney.
- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

- (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
  - (4) The General Liability policy must include coverage for bodily injury and property damage arising from Contractor's work, including its on-going operations and products-completed operations hazard.
  - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- C. In executing the Agreement, Contractor agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

### **29. Proof of Insurance**

The successful Contractor shall immediately furnish certificates of insurance to the Escondido Finance Department administering the contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City. The successful Contractor shall maintain such insurance from the time the successful Contractor commences performance of services hereunder until the completion of such services. Within sixty-(60) days of the commencement of this contract, the successful Contractor shall furnish certified copies of the policies and all endorsements.

### **30. Independent Contractor**

The successful Contractor shall be an independent contractor while engaged in carrying out the terms and conditions of the purchase order and will NOT be considered an officer or agent of the City. The successful Contractor shall maintain adequate insurance to protect his/her interest during the term of the contract.

### **31. Equal Employment Opportunity**

The successful Contractor shall comply with all Equal Employment Opportunity Provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the vendor and be in effect during the performance of the contract. The successful Contractor shall certify that he/she is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.

### **32. Contract Form**

Contractor's submitting a proposal must be prepared to use the City's standard contract form rather than its own contract form, a Sample Public Services Agreement is attached. The City will provide two

(2) complete sets of the Public Services Agreement to the successful Contractor. Both sets must be executed and returned to the City of Escondido prior to any work commencing.

### **33. Contract Pricing**

Prices proposed shall be firm for one hundred eighty (180) days. In the event of a conflict between the Contractor's unit price and extended price, **the unit price will prevail.**

All Proposal pricing shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight, delivery and set-up charges.

Proposal pricing shall include all applicable federal, state and local sales taxes.

The City reserves the right not to purchase all items and/or quantities listed in the proposal documents. The specifications provided are estimates of the City's requirements at the time of publication and may be adjusted to meet the actual needs when determined.

### **34. Service Contract Term**

The City is requesting a 60-month (5 year) lease agreement term, to begin June 1, 2018 thru May 31, 2023. The City will issue an annual purchase order in conjunction with our fiscal year period, based on satisfactory performance and mutual agreement between the City and the awarded Contractor. City's funding of this Agreement shall be on a fiscal year basis and is subject to annual appropriations. Contractor acknowledges that City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement are contingent upon appropriation of funds.

### **35. Purchase Order**

All goods and services will be ordered by means of a purchase order. The City will NOT be responsible for articles or services furnished without a purchase order. A copy of the City's Purchase Order Terms and Conditions is included in this Request for Proposal.

### **36. Late, Lost or Damaged Shipment**

Contractor is responsible to notify the department receiving the items and the Purchasing Officer of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Risk of lost or damaged items prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged shipments and reserves the right to return goods at the Contractor's expense even if the damage was not apparent or discovered until after receipt of the items.

**37. Contractor's Invoice**

Invoices shall be prepared and submitted in duplicate to: City of Escondido, Accounts Payable, 201 N. Broadway, Escondido, CA 92025. Separate invoices are required for each purchase order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

**38. Payment Terms**

The City's payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any goods or services. Payment will be made only after delivery and installation of equipment, and approval from the City that the equipment is operating in an expected and satisfactory manner.

**39. Public Agency Clause**

It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City of Escondido shall incur no financial responsibility for their order placement and payments to the vendor. This option shall not be considered in bid evaluation.

## **PURCHASE ORDER TERMS AND CONDITIONS:**

1. **CONTRACT**  
Upon delivery of the items authorized by this purchase order, seller agrees to these terms and conditions. The City of Escondido shall not be bound by this order until the seller delivers any of the items or renders any of the services ordered. No contract shall exist except as hereinabove provided. No agreement or understanding to modify this contract shall be binding upon the City of Escondido unless agreed to in writing by the City of Escondido's authorized representative. This contract shall be construed under the laws of the State of California. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
2. **CHANGES**  
The City of Escondido reserves the right at any time to make changes in the specifications, samples or other descriptions to which items ordered are to conform. In such an event an equitable adjustment will be made in price and/or performance that is mutually satisfactory. Changes shall not be binding upon the City of Escondido unless evidenced by a purchase order change.
3. **SPECIFICATIONS AND INSPECTIONS**  
All specifications, drawings and other data submitted herewith are hereby incorporated herein and made a part hereof. All items shall be subject to inspection at all times and places including the period of manufacture. The City of Escondido reserves the right to reject which do not conform to specifications, drawings or other data. If rejected after delivery, items will be returned to seller at seller's risk and expense. Payment for any item or service shall not be deemed acceptance thereof.
4. **EXTRAS**  
No charges will be allowed for taxes, transportation, packaging, packing or returnable containers or pallets unless otherwise agreed. Any tax to be paid by the City of Escondido must be itemized hereon and on invoices. Shipment must be packaged so as to permit efficient handling and provide adequate protection. Damage resulting from improper packaging will be charged to the seller.
5. **DELIVERY**  
If delivery of items or rendering of services is not accomplished at the time or times indicated in this order or promised by seller, the City of Escondido reserves the right, without liability, and in addition to its other rights and remedies to terminate this order by notice effective immediately upon receipt by the seller or as otherwise stated hereon. The City of Escondido reserves the right without liability to purchase goods and services for those not delivered and to charge the seller with any loss incurred. No provision of this order for the delivery or rendering of goods and services in installments shall be construed as making the seller's obligations severable. Shipments sent C.O.D. without the City of Escondido's express written consent will not be accepted and will be at seller's risk. Notwithstanding the foregoing, neither party shall be liable for damages for any delay arising out of cause beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God, acts of the other party, acts of civic or military authority, labor disputes fire, riots, war, embargoes, epidemics, floods, or other unusually severe weather, or shortages of power. Seller shall notify the City of Escondido forthwith upon learning of any event which may result in any delay.
6. **PROPERTY**  
Unless otherwise agreed in writing, all special tools, dies, templates, patterns and so forth and all drawings, designs, specifications and other property furnished to the seller or made and paid for by the City of Escondido as a part of this order, shall become the property of the City of Escondido and shall be subject to repossession and/or removal by the City of Escondido. When so instructed, the seller shall deliver such property to the City of Escondido in good condition, ordinary, wear and tear expected.
7. **LIABILITY**  
In no event shall either party's liability for any breach or alleged breach of this order by either party exceed the total extended price or prices shown herein nor shall either party be liable for any special or consequential damages resulting from any such breach.
8. **COMPLIANCE WITH LAWS**  
The seller certifies and represents that in the performance of this order it will comply with the provisions of all applicable federal, state, and local laws, regulations, rules and order. Seller agrees to submit reports, certifications and other documents as required.
9. **RESERVATION OF RIGHTS**  
No failure by either party to insist upon strict compliance by the other party with any of the terms, provisions or conditions of this order in any instance shall be construed as a waiver or relinquishment by either party of the other party's right to insist upon strict compliance therewith in.
10. **TERMINATION**  
The City of Escondido may terminate this order in whole or in part at any time upon the City's written notification to the seller (a) for any reason at the convenience of the City of Escondido, (b) for any default by the seller involving the seller's failure to deliver the items or render the services specified by this order within the time designated herein, (c) in the event the seller becomes the subject of any proceeding under state or federal law for the relief of debtors or otherwise become insolvent or bankrupt or makes assignment for the benefit of creditors. In the event of termination by the City of Escondido due to the seller's default pursuant to (b) above, or any reason described in (c) above, the City of Escondido shall have no liability to the seller as a result of such termination.
11. **WARRANTY**  
By accepting this order seller hereby warrants that the items and services to be furnished hereunder will be in full conformity with the City's specifications, drawings and data, or seller's samples, and that items furnished hereunder will be fit for use intended by the City. Seller agrees that this warranty shall survive acceptance of the items. Said warranties shall be in addition to any warranties of additional scope given to the City by seller.
12. **PATENTS**  
Seller undertakes and agrees to defend at seller's own expense, all suits, action, or proceedings in which the City of Escondido or the users of any of the City's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder (except infringement, necessarily resulting from adherence to specifications or drawings, other than those of seller's design or selection, originally submitted to seller by the City) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.
13. **HOLD HARMLESS**  
Seller agrees to indemnify, defend and save harmless the City of Escondido, its officers, agents, and employees from any and all loss, damage, liability, cost or expense, however, same may be caused, that may arise during or be caused in any way by the performance of seller.
14. **ANTI-ASSIGNMENT CLAUSE**  
All payments made pursuant to this contract are not assignable and shall only be made payable to seller.



City of Escondido: RFP #19-01 2 of 2: Printer/MFP Service + Supplies

**SIGNATURE FORM**

(Must be signed by authorized personnel)

By signing this form, the person providing the bid hereby states that he/she is a duly authorized person of the firm.

The City of Escondido shall not be liable for any costs incurred by the bidder in the preparation and production of the bid or for any work performed prior to the execution of a contract.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Contractor's Name: Copier Source, Inc. dba Image Source

Contact Person: Brad Craft  
(Please Print)

Address: 9635 Granite Ridge Drive, Suite 150

City, State, Zip: San Diego, CA 92123

Phone: 858-251-3328

FAX: 858-842-5555

E-Mail Address: bcraft@imagesourceusa.com

Signature: 

Title: President  
(Please Print)

City of Escondido: RFP #19-01 2 of 2: Printer/MFP Service + Supplies  
**NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID**

State of California )  
 ) ss.  
County of San Diego )

\_\_\_\_\_ Brad Craft \_\_\_\_\_, being first duly sworn, deposes and says that he or she is  
\_\_\_\_\_ President \_\_\_\_\_ of \_\_\_\_\_ Copier Source Inc. dba Image Source \_\_\_\_\_ (Name of  
Bidder) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization, or corporation; that the bid is  
genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any  
other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived,  
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding;  
that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or  
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead,  
profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against  
the public body awarding the contract of anyone interested in the proposed contract; that all statements  
contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or  
her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative  
thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organi-  
zation, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

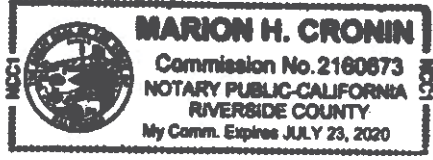
  
\_\_\_\_\_  
(Signature Must be Acknowledged by a Notary)

Title President  
Of Copier Source Inc., dba Image Source

  
\_\_\_\_\_  
(Signature Must be Acknowledged by a Notary)

Title Notary  
of San Bernardino

APPROVED AS TO FORM:  
  
OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney



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



**City of Escondido**  
**RFP #19-01 2 of 2: Printer/MFP Service + Supplies**

**Device Meter Reporting Software**

*RFP Response Notes:*

*Tool: CentreWare Web \$0*

1. Please explain how the software tool can be configured to collect and report data for a specified sub-group of devices if there are devices on the network that are not under a service contract with your company.
  - **Xerox CentreWare Web Device Administration**
    - Familiar web browser interface makes it easy to set up, configure, upgrade, repair and track devices on the network
    - Troubleshooting tools simplify diagnosis and resolution of device problems
    - Configuration Sets let you establish templates to define network protocol, scanning, job accounting and security settings across compatible devices
    - Configuration Tasks can be easily created, scheduled and applied to a set of devices which are selected using a flexible logical (boolean) expression
    - Enables a variety of settings specific to Hewlett-Packard devices
    - Supports discovery of non-IETF MIB-compliant devices such as HP JetDirect-based printers
    - Uses existing Microsoft Active Directory configurations, enhancing printer discovery and queue management
    - Supports custom grouping of devices to make them easier to manage
    - Group polling feature allows you to set polling intervals for specific device groups
    - Easily manage and stay compliant with Security policies by configuring alerts and grouping devices in separate windows
    - Manage Paper Settings and Default Fax Settings remotely – apply settings on the entire fleet in one easy step
    - Built directly into the CentreWare Web’s display, administrators can interact with their fleet remotely\*
    - Multiple threads for device software updates of a fleet improves the speed of upgrading multiple devices

**Service Responses**

*RFP Response Notes:*

*Service Center is within 0-30 miles*

*45 factory-trained service technicians on staff at the responding Service Company*

*Service Responses:     4 Hour average service response time  
                                  8 Hour maximum service response time  
                                  60 Minutes to acknowledge a service call has been placed  
                                  2.5% compensation for exceeding the guaranteed average  
                                  2.5% compensation for exceeding the guaranteed maximum*

1. Please state the number of technicians that will be assigned to the City of Escondido and explain how resources will be reallocated if the technicians with the primary assignment are unavailable to respond within the guaranteed maximum response time.
  - The City of Escondido will be supported by three regular technicians based in North County San Diego. In the event either of these technicians is not available, Image Source will re-assign calls to another one of our 45 local technicians to ensure response time standards are met or exceed.



2. Please briefly explain the process of responding to a typical service call and explain how your technicians will consistently meet the proposed response times.
  - When a service call is placed, our technicians receive notification of the call directly on their smart device. Upon receipt of the call information, they will contact the end user, confirm the problem with the device and provide an ETA.
3. Please provide statistics related to your average response time as a company. For example, how many on-site service calls have you responded to in the last 12 months? What was your average response time? How many of those responses were longer than your proposed maximum response time?
  - Over the last calendar year, Image Source responded to over 34,000 service calls with an average response time of 4.1 hours. Of these 34,000 calls 3% were outside our expected 5-hour onsite response. These figures have not been normalized to account for site closures or customer requests for specific appointment times that resulted in a response longer than the expected average.
4. Will you accept service calls placed via email and respond in the same manner as you would for service calls placed by phone? Is there a preference on how service calls should be placed?
  - End users are welcome to place service calls via our website, email, or our locally staffed 800 number. All requests are handled by our local fulfillment team and will receive a confirmation the call has been placed. Means of contact is entirely at the discretion of the end user.

### Terms and Conditions of Service

*RFP Response Notes:*

*Service on a "As-is" basis? Yes*

*Invoice Electronic Format? Yes*

*Monthly Reports? Yes*

*Auto Supply Replenishment? Yes*

1. Please confirm that you can provide maintenance invoices in Excel format, via email, and that the Excel file can be formatted with make/model, serial number, vendor ID number, location, department, and beginning and ending meter readings.
  - Image Source confirms
2. Please confirm that you can provide the monthly service history reports in Excel format, via email, and that the report will include the following:
  - make, model, serial number, vendor ID number,
  - Department, location
  - monthly meter reading for each device under service
  - all service calls performed during the past 30 days
    - the date and time the call was placed
    - the date and time the technician arrived onsite
    - the beginning meter reading of the service call
    - the ending meter reading of the service call
    - a complete description of the reason for each call
    - the remedy provided by Supplier
    - a complete list of all parts including the manufacturer's part numbers that were required to complete each service call
    - call categorized as a service call, return with parts call, a call back, operator error call or courtesy call
  - Image Source confirms



3. Regarding supplies, please confirm whether you will allow the City to keep a spare set of toner on hand for each device at each machine location.
  - Image Source will provide appropriate back up supplies as dictated by device specific need. Image Source will also proactively manage device auto fulfilment to ensure supplies are sent automatically when items reach 30% remaining yield.
4. Please describe the process to add or remove a printer/MFP from the contract.
  - The City of Escondido will simply need to notify Image Source via email of the device in question and we'll be happy to assist.
5. Please describe the process to relocate a printer/MFP within the City.
  - The City of Escondido will simply need to notify Image Source via email with the details of the request, and we'll be happy to schedule appropriately.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 5**

**May 2, 2018**

**File No. 0430-80**

SUBJECT: Budget Adjustment to Fund Storm Drain Maintenance

DEPARTMENT: Utilities Department, Environmental Programs Division

RECOMMENDATION:

It is requested that the City Council approve a Budget Adjustment transferring \$112,000 from the Permitted Channel Maintenance and Mitigation Capital Improvement Project (CIP #807502) to the Citywide Storm Drain Maintenance (CIP #807601) to fund required storm system maintenance activities to be performed prior to the end of Fiscal Year 2017-18 (see "Attachment A").

FISCAL ANALYSIS:

The Permitted Channel Maintenance and Mitigation CIP (#807502) presently has a balance of about \$450,000. If the requested transfer is approved, sufficient funding will remain to support completion of storm drain maintenance for this fiscal year. The work performed for both CIPs is related to preventing pollution, and both are funded by the Wastewater Enterprise Fund.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council Action Plan regarding Neighborhood Improvement. Funding of storm drain maintenance adheres to the City's Watershed Quality Improvement Plan to minimize trash, debris, and pathogens in creeks and storm drains.

PREVIOUS ACTION:

The City Council adopted the CIP Budget for Fiscal Year 2017-18 by Resolution No. 2017-100 on June 21, 2017.

BACKGROUND:

The CIP for Storm Drain Maintenance (#807601) needs an additional \$112,000 to complete inspections, cleaning, and maintenance of the storm system this fiscal year. Costs are higher than initial projections for several reasons, including: (1) changes in the street sweeping program; (2) increased cleaning frequencies for storm drain inlets with trash capture devices; and (3) implementation costs of the Cityworks platform. These changes, while incurring some additional cost this year, will lead to long term efficiency and clearer accounting.

Storm drain system inspection and maintenance is required per the Regional Water Quality Control Board's Municipal Separate Storm Sewer System (MS4) Permit Order No. R9-2013-0001, as amended.

Costs for Permitted Channel Maintenance and Mitigation have been lower than projected, leaving money available for the proposed transfer. As staff have gained experience in the second year of channel maintenance under the permit, it is clear that some channels require maintenance less frequently than projected. Elimination of unnecessary maintenance has reduced costs. Significant maintenance remains to be completed this year, and the remaining funds after the transfer (approximately \$340,000) will be sufficient to complete this work.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher W. McKinney*, Director of Utilities  
4/25/2018 4:07 p.m.

ATTACHMENTS:

1. Attachment A – Budget Adjustment





## CITY COUNCIL STAFF REPORT

**Consent Item No. 6**

**May 2, 2018**

**File No. 0600-10, A-3243**

**SUBJECT:** Continuing Emergency Repair of a Heating, Ventilation and Air Conditioning (HVAC) Pipeline for The California Center for the Arts, Escondido

**DEPARTMENT:** City Manager's Office

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-67 declaring that, pursuant to Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue emergency repairs involving a damaged hot water pipeline that is preventing the use of the California Center for the Arts, Escondido ("CCA") HVAC system. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

**FISCAL ANALYSIS:**

A contract with A.O. Reed Inc. has been executed for the repair that is not to exceed \$143,000, including contingencies, without further City approval. The contract is a 'time and materials' contract, meaning that the contractor will bill for staff time, equipment, and construction materials necessary to complete the repairs. Staff is evaluating funding options for this repair and will be filing an insurance claim for this emergency pipeline work. If the claim is denied, staff recommends utilizing anticipated budgetary savings at year end to cover the repair costs.

**BACKGROUND:**

The City Council adopted Resolution No. 2018-51 on April 4, 2018, unanimously approving this emergency action. Section 22050 of the Public Contract Code requires that the City Council review the emergency action every 14 days and determine by a four-fifths vote that there is a need to continue the action. In compliance with this requirement, the City Council unanimously adopted Resolution No. 2018-66 continuing the emergency action two weeks later on April 18, 2018.

The HVAC system at the CCAE includes four waterlines that were installed during the Center's original construction in 1994. Two, 3-inch diameter pipelines supply hot water for the HVAC system to provide heating for the CCAE's buildings. Two, 6-inch diameter pipelines supply cold water for the buildings' air conditioning, as well as the Conference Center's large kitchen 'walk-in' refrigerator and freezer units. These four pipelines parallel each other and extend beneath the lawn immediately east of the CCAE Lyric Court.

Staff first suspected a hot waterline leak in February 2018 based on increased water required to supply the HVAC system. A leak detection company was hired and the damaged water line was isolated in March 2018. The leak is occurring several feet underground where the pipes are incased in a 9-foot by 9-foot by 5-foot solid concrete 'thrust block' that has since been removed in order to conduct the repair. Staff immediately responded and sought out contractors to complete the repairs. A.O. Reed, Inc. has the staff expertise and equipment to immediately mobilize and repair the pipeline. Emergency repairs commenced on April 9, 2018.

DISCUSSION / UPDATE:

The hot water leak was severe and increased over time to an estimate of 1,000+ gallons per day when the emergency repairs commenced. The HVAC system for most of the CCAE campus, including the conference center kitchen's large walk-in refrigerators and freezers, are integrated together and function as a single unit. Shutting off the leaking pipe during the repair required powering down the entire HVAC system for CCAE heating and cooling, as well as the conference center kitchen's walk-in freezer/refrigeration units. A temporary waterline was installed to serve the refrigeration facilities; the CCAE did not need to lease interim refrigeration facilities during the HVAC waterline repair.

City Staff have coordinated with CCAE staff in order to minimize the disruption to activities at the Center for the Arts as much as possible during the repair effort. The necessary equipment to repair the water leak was ordered and work commenced on April 9, 2018. By Tuesday, April 25<sup>th</sup> the thrust block was removed, piping reconnected, a new access vault installed, and the air conditioning system restored. Work is still underway to restore the CCAE heating system. The timeframe for completion is estimated to be 20 working days and the project is nearing completion. The repair includes installing isolation valves, as well as a vault to access the waterlines in this location. In the future, staff will be able to manipulate the water flow serving the HVAC system allowing the campus buildings to be serviced independently.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Jay Petrek*, Assistant City Manager  
4/25/2018 4:35 p.m.

ATTACHMENTS:

1. Resolution No. 2018-67

RESOLUTION NO. 2018-67

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
FINDING THAT AN EMERGENCY CONTINUES  
TO REQUIRE THE IMMEDIATE REPAIR OF A  
BROKEN HVAC WATER LINE AT THE  
CALIFORNIA CENTER FOR THE ARTS

WHEREAS, the City Council recognizes that a portion of the 3-inch diameter hot water pipeline serving the heating, ventilation, air conditioning, and refrigeration (“HVAC”) system necessary for the continued heat and air circulation at the Escondido California Center for the Arts (“CCA”) has suffered a catastrophic failure; and

WHEREAS, pursuant to Resolution No. 2018-51, the City Council previously found that this risk constitutes an emergency and approved staff to proceed to purchase services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, pursuant to Resolution No. 2018-66, the City Council previously found that this risk continues to constitute an emergency; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Council finds the failure of the HVAC pipeline for the CCAE heating, ventilation, air conditioning, and refrigeration system is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding process; and that the proposed action is necessary to respond to the emergency requiring immediate repair of the pipeline.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 7**

**May 2, 2018**

**File No. 0600-10, A-3242**

**SUBJECT:** Update and Budget Adjustment for Continuing Emergency Repair of Five Sections of Escondido Sewer Pipeline: Hale Avenue Underpass of I-15, Kia Dealership Parking Lot, South Hale Avenue, Casa Grande Mobile Estates, and Green Tree Mobile Home Estates

**DEPARTMENT:** Utilities Department, Wastewater Division

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-69, declaring that:

1. Pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property; and
2. A budget adjustment of \$2,000,000, from the Wastewater Operating Fund to Sewer Pipeline Replacement (CIP #807704) to fund the emergency sewer main repairs (see "Attachment A").

**FISCAL ANALYSIS:**

Funding for this emergency sewer pipeline work is available in the Wastewater Operating Fund. Transferring the funds from the reserve into CIP #807704 will allocate these funds for the emergency repairs.

**BACKGROUND:**

Previously, the City Council adopted Resolution No. 2018-50, approving emergency action to immediately begin repairs on the five sections of pipeline located along sections of Hale Avenue. The existing sewer pipeline in Hale Avenue is a 24-inch to 27-inch diameter reinforced concrete pipe, installed in 1959. The pipeline that includes the pipe sections covered by this emergency runs for approximately 7,300 feet from Tulip Street to the Hale Avenue Resource Recovery Facility (HARRF). This pipeline conveys raw sewage from approximately 40 percent of the City of Escondido to the HARRF.

On March 30, 2018, the City completed an agreement in an amount not to exceed \$797,970 with Southland Paving, Inc. to perform the emergency repair of the sewer pipeline in Hale Avenue

Update and Budget Adjustment for Emergency Repair of Five Sections of the Sewer Pipeline in Hale Avenue

May 2, 2018

Page 2

between Tulip and Simpson. On April 17, 2018, the City completed an agreement in an amount not to exceed \$2,500,000 with Orion Construction Company to perform the emergency repair of the sewer pipeline in Hale Avenue at the Kia Dealership Parking Lot, South Hale Avenue, Casa Grande Mobile Estates, and Green Tree Mobile Home Estates.

On April 18, 2018, the City Council adopted Resolution No. 2018-65, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

As of April 26, 2018, Southland Paving, Inc. secured the Caltrans Right of Way Encroachment Permit to allow installation of the bypass piping underneath I-15. They have procured manholes and pipe materials, and they have installed the bypass pumping system.

Orion Construction, Corp. has developed alternative routes for the replacement sewer pipeline within the mobile home parks. They have arranged work access with impacted auto dealerships for easier construction. They have also informed local residents of potential impacts during construction.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher W. McKinney*, Director of Utilities  
4/25/2018 4:07 p.m.

ATTACHMENTS:

1. Attachment A – Budget Adjustment
2. Resolution No. 2018-69



RESOLUTION NO. 2018-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FINDING THAT AN EMERGENCY CONTINUES TO REQUIRE THE IMMEDIATE REPAIR OF FIVE SECTIONS OF THE ESCONDIDO SEWER PIPELINE IN HALE AVENUE

WHEREAS, the City Council recognizes that five sections of the sewer pipeline generally along Hale Avenue: in Hale Avenue underpass of I-15; under the Kia Dealership Parking Lot; in South Hale Avenue; through the Casa Grande Mobile Estates; and through the Green Tree Mobile Home Estates, are at risk of an imminent, catastrophic failure; and

WHEREAS, pursuant to Resolution No: 2018-50, the City Council previously found that this risk constitutes an emergency and approved staff to proceed to purchase services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, staff subsequently entered into a Public Improvement Agreement (“Agreement”) with Southland Paving, Inc. in an amount not to exceed seven hundred ninety-seven thousand nine hundred seventy dollars (\$797,970), and an Agreement with Orion Construction Corp. in an amount not to exceed two million five hundred thousand dollars (\$2,500,000), to repair the five sections of sewer pipeline; and

WHEREAS, pursuant to Resolution No. 2018-65, the City Council found it to be in the best public interest to continue the emergency action; and



WHEREAS, a budget adjustment of \$2,000,000, from the Wastewater Operating Fund to Sewer Pipeline Replacement (Project 807704), is necessary to fund the repairs; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Council finds the failure of the five sections of sewer pipeline generally along Hale Avenue is a public health and safety emergency; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the sewer pipeline.
3. That the Mayor and City Council approve a budget adjustment in the amount of \$2,000,000 from the Wastewater Operating Fund to the Sewer Pipeline Replacement CIP.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 8**

**May 2, 2018**

**File No. 0680-10**

SUBJECT: Authorize Reduction in Taxicab Liability Insurance Requirements

DEPARTMENT: City Attorney's Office

RECOMMENDATION:

It is requested that the City Council adopt Ordinance No. 2018-10, which amends Chapter 26, Article 2, Section 26-45(a)(2) of the Escondido Municipal Code.

FISCAL ANALYSIS:

There is no impact to the General Fund by the adoption of this Ordinance.

BACKGROUND:

California Vehicle Code section 21100(b) authorizes local authorities to adopt rules and regulations regarding licensing and regulating the operation of vehicles for hire and drivers of passenger vehicles for hire. Article 1, Section 26 of the Escondido Municipal Code provides for various regulations related to the taxicab industry. The regulations allow for the inspection of taxicabs, provide for hours of operation and fare charging, specify identification card contents, limit the solicitation of customers and provide numerous other requirements intended to ensure that cabs operating in the jurisdiction comply with certain basic rules for safety, cleanliness and fairness to riders.

Escondido Municipal Code section 26-45 requires that taxicab licensees must provide and maintain, at their own cost, (1) general liability insurance with minimum limits of one million dollars each occurrence and two million dollars general aggregate and (2) automobile liability insurance of one million dollars combined single-limit per occurrence for bodily injury and property damage. Both policies must name the City as an additional insured on a separate endorsement page.

The taxicab industry has been under increasing pressure and losing significant market share given the increased presence of unlicensed Transportation Network Companies (TNC) such as Uber and Lyft. In addition, taxicabs have experienced an 80 percent increase in insurance rates over the past six years.

In October 2017, the State of California passed AB 1069. The legislation was explicitly designed to modernize taxicab regulations so that taxis could "better compete with all for-hire modes of transportation." Government Code section 53075.5, to be in effect on January 1, 2019, allows for various consumer protections and now provides that taxis need only one permit in the city where the

## Authorize Reduction in Taxicab Liability Insurance Requirements

May 2, 2018

Page 2

business is located and where the taxi does the most pick-ups in each county. The new law allows for pre-arranged trips countywide, creates increased fines for operating without a permit and allows for local permitting agencies to form a Joint Powers Authority (JPA) or use a transit agency to take over permitting and inspection responsibilities.

The taxicab industry, and in particular Mike Casey representing Yellow Cab, has reached out to the cities of North San Diego County to examine the potential of (1) reducing the required liability insurance requirements imposed by each agencies' laws; and (2) forming a JPA or using an existing transit district to pool the responsibility for taxicab regulations now performed by individual cities. It is believed that these two action items would allow taxis to compete more fairly with TNCs by reducing permitting and insurance costs not borne by their competitors.

At the request of Mr. Casey, several cities in the Northern San Diego County have discussed the concept of having the North County Transit District take on the responsibility of taxicab regulations for those cab companies and drivers who are substantially located in North County. That request is still under consideration and may come back to the Council in the future.

As to the request to lower the minimum insurance requirement, the cities are in general agreement that the minimum insurance requirements can be safely reduced from \$1,000,000 to \$350,000. The City of San Diego recently reduced its \$1,000,000 minimum policy requirement to \$350,000 pursuant to the recommendation of San Diego Metropolitan Transit System. The reduction of the policy limitation does not increase the financial exposure of the City of Escondido as the City simply regulates the taxicabs and drivers, they are not agents of the City. Indeed, the City has explicit immunity from liability for the permitting and licensing of companies and the inspection of private property such as individually owned taxicabs. At least in the past decade, this office is not aware of any claims or cases that have been brought against the City related to taxicab traffic accidents or other circumstances where the need for a \$1,000,000 policy was needed to protect the City.

In light of the foregoing, this Office recommends adopting Ordinance No. 2018-10, amending Chapter 26, Article 2, Section 26-45(a)(2) of the Escondido Municipal Code.

### APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Gary McCarthy*, Senior Deputy City Attorney  
4/25/2018 4:18 p.m.

*Allegra Frost*, Deputy City Attorney  
4/25/2018 4:40 p.m.

### ATTACHMENTS:

1. Attachment A – A redlined version of Section 26-45(a)
2. Ordinance No. 2018-10

## ATTACHMENT A

### **Sec. 26-45. Comprehensive general and auto liability policies for taxicabs: Required; terms and conditions; amounts.**

(a) A licensee shall, at all times during the duration of the license, provide and maintain, at its own cost, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the licensee's operation and use of a taxicab. The following insurance coverage is required:

- (1) General Liability Insurance. Occurrence basis with minimum limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate; and
- (2) Automobile liability insurance of ~~one million~~ three hundred and fifty thousand dollars (~~\$1,000,000.00~~ \$350,000.00) combined single-limit per accident for bodily injury and property damage; and
- (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.

ORDINANCE NO. 2018-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 26, ARTICLE 2 OF THE ESCONDIDO MUNICIPAL CODE RELATED TO THE MINIMUM INSURANCE REQUIRED TO OPERATE A TAXICAB WITHIN THE CITY OF ESCONDIDO

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. Article 2 of Chapter 26 of the Escondido Municipal Code Section 26-45, subsection (a)(2) is hereby amended to read as follows:

Automobile liability insurance of three hundred and fifty thousand dollars (\$350,000.00) combined single-limit per accident for bodily injury and property damage; and

SECTION 2. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 3. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

## **CITY COUNCIL STAFF REPORT**

Public Hearing Item No. 9

May 2, 2018

File No. 0685-10

### **Public Hearing for City of Escondido Landscape Maintenance Assessment District Zones 1 through 38**

- This item has been continued to May 23.



## CITY COUNCIL STAFF REPORT

Current Business Item No. 10

May 2, 2018

File No. 0865-60

SUBJECT: 2018 Comprehensive Economic Development Strategy

DEPARTMENT: City Manager's Office, Economic Development

RECOMMENDATION:

It is requested that the City Council receive and file a presentation on the updated 2018 Comprehensive Economic Development Strategy (CEDS) (See Attachment 1).

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

The 2011-2012 City Council Action Plan directed staff to contract with a consultant to create a comprehensive economic development plan for Escondido. The City's first CEDS was completed in 2012. Each subsequent Action Plan has included economic development as a priority area and cited specific strategies recommended in the CEDS. The current 2017-2018 City Council Action Plan includes an effort involving updating the adopted CEDS.

PREVIOUS ACTION:

On December 14, 2012, the City Council adopted Resolution No. 2011-151 modifying the Fund Balance Policy and authorizing the Mayor and City Clerk to execute a consulting agreement with the Natelson-Dale Group, Inc. to complete an economic development master plan and CEDS. The action also authorized a budget adjustment in the amount of \$96,330 from the General Fund Economic Development Commitment Fund to the City Manager's Professional Services account (5131-001-002) to fund the project.

On June 27, 2012, the City Council approved the completed CEDS.

BACKGROUND:

A CEDS is a strategy-driven plan for regional economic development. It involves a planning process that engages local and regional stakeholders, the majority of whom are from the private sector. The major goals of the CEDS are to build capacity and guide the economic prosperity and resiliency of a region. Regions must update their CEDS at least every five years to qualify for Federal Economic Development Administration assistance under its Public Works and Economic Adjustment Assistance programs.

The 2018 CEDS is an update to the original CEDS that was completed in 2012. The City contracted with the Natelson-Dale Group to complete the update. The CEDS committee included private sector stakeholders from Escondido's largest industry sectors such as manufacturing, education, Cleantech and agriculture. City staff from various departments also served on the committee. The committee's input, along with input gathered from interviews with the mayor and city council, was synthesized with demographic and industry data into the final CEDS update.

The draft CEDS was sent to Mayor and City Council as well as the committee for final review and feedback earlier this year. The final CEDS is linked in this staff report, and has been filed with the EDA. Natelson-Dale Group will present an overview of the CEDS to the City Council highlighting some of the updated strategies.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Michelle Geller*, Economic Development Manager  
4/25/2018 4:20 p.m.

ATTACHMENTS:

1. Attachment 1 - 2018 Comprehensive Economic Development Strategy  
[https://www.escondido.org/Data/Sites/1/media/PDFs/CMOffice/Attachmenttostaffreport-Updated2017CEDS\\_v2.pdf](https://www.escondido.org/Data/Sites/1/media/PDFs/CMOffice/Attachmenttostaffreport-Updated2017CEDS_v2.pdf)



## CITY COUNCIL STAFF REPORT

**Current Business Item No. 11**

**May 2, 2018**

**File No. 0865-60**

SUBJECT: Innovate 78 Update

DEPARTMENT: City Manager's Office, Economic Development

RECOMMENDATION:

It is requested that the City Council receive and file a presentation about the Innovate 78 Regional Economic Development Initiative.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item correlates to the economic development priority area of the City Council Action Plan, which includes the following strategy: *Leverage resources available through the Innovate 78 partnership to market target development areas.*

PREVIOUS ACTION:

On March 19, 2014, the City Council authorized the Mayor to execute a Memorandum of Understanding (MOU) for business retention and attraction cooperation between the City of Escondido and the cities of Carlsbad, Oceanside, San Marcos and Vista.

On June 18, 2014, the City Council approved an MOU between the five cities for funding of an agreement with the San Diego Regional Economic Development Corporation (EDC) to oversee a regional economic development initiative focused on business retention, expansion and attraction (Innovate 78).

On May 11, 2016, the City Council approved continuing the Innovate 78 work through an MOU with the five cities and a two-year contract with the EDC.

BACKGROUND:

The cities of Carlsbad, Escondido, Oceanside, San Marcos and Vista have been working together over the past several years on a collaborative effort to promote economic development opportunities along the 78 Corridor called Innovate 78. The five cities contract with the EDC to manage and carry out the Innovate 78 work plan.

The work plan includes planning and execution of economic development activities that support the retention and expansion of companies along the 78 Corridor, as well as marketing and engagement

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May 2, 2018  
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outside the region to attract new businesses. As part of the contract, a representative from the EDC provides semi-annual presentations to update the cities on past accomplishments and future plans.

Each of the five cities handles administration of the Innovate 78 contract on a rotating basis. The current contract period, during which the City of Escondido is administering the contract, will end on June 30, 2018. The FY 2018-2019 contract will be managed by the City of San Marcos. An MOU between the five cities for the FY 2018-2019 contract period will be brought to Escondido City Council for approval on May 9, 2018.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Michelle Geller*, Economic Development Manager  
4/25/2018 4:20 p.m.

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 12**

**May 2, 2018**

**File No. 0810-20**

**SUBJECT:** Interim Ordinance Imposing a Moratorium on Carwash Facilities

**DEPARTMENT:** Community Development Department, Planning Division

**RECOMMENDATION:**

It is requested that the City Council approve Ordinance No. 2018-11 as an interim urgency measure, pursuant to Government Code Section 65858, imposing a moratorium on the issuance of any zoning, land use, discretionary permit, building permit, environmental approval, business license or any other entitlement involving businesses described as carwashes, whether intended as primary uses or accessory uses. The proposed moratorium would allow the Planning Division an opportunity to develop and present new land use standards regulating this particular land use.

**CORRELATION TO THE CITY COUNCIL ACTION PLAN**

This effort supports the City Council Action Plan priority of Fiscal Management and the strategy to: “Establish regulations that limit the proliferation of targeted non-residential land uses that do not serve the broader interest of enhancing city revenues.”

**SUMMARY:**

California Government Code Section 65858 allows cities to adopt an interim ordinance prohibiting a land use which may be in conflict with a zoning proposal or ordinance that the city is considering if the City Council finds that the land use is, or would likely result, in a current or immediate threat to the public, health, safety, or welfare of the community. Adoption of the interim ordinance does not require a public notice or a public hearing, however, it requires a four-fifths vote of approval by the City Council. If adopted, the moratorium becomes effective immediately and lasts for 45 days. The moratorium could be renewed for a total duration of two years after public notice and public hearings.

As outlined below, staff believes that all of the criteria for adopting an interim ordinance imposing a moratorium on carwashes have been met.

**BACKGROUND:**

Carwash facilities are listed as a permitted use in the CG (General Commercial) Zone and also have been approved administratively as “automotive services” in the M-1 (Light Industrial) and M-2 (General Industrial) Zones. Escondido has the most permissive policy towards carwashes compared to other agencies in North County. Currently, there are no special use regulations established for

carwash facilities. This could be a factor in the City's on-going success in attracting this particular land use. San Marcos, Vista, Oceanside, Carlsbad, and Poway all require planning commission or city council approval for carwash facilities through issuance of a conditional use permit.

Escondido has approximately 28 carwashes with others now being processed for entitlement or under construction. Most recently, a carwash has been proposed at 864 N. Broadway (former Ups and Downs Skating Rink site) where there are already two other carwashes operating in the vicinity. An appeal was filed regarding demolition of the existing on-site Ups and Downs structure in order to construct the car wash facility. The appeal will be considered by the Planning Commission on May 8, 2018. If the demolition is approved and a moratorium is not enacted, the carwash facility would be eligible for processing its final entitlements leading to building permit issuance.

#### DISCUSSION:

Public health, safety, and welfare concerns have been expressed regarding the proliferation and potential oversaturation of car washing facilities in the community. The economic benefit of these facilities is negligible as the City collects minimal sales tax revenues associated with carwash operations. Additionally, a desired goal of the City Council is to bolster employee densities in commercial and industrial zones, as well as increase the per capita median income of the community. Carwash facilities hire few employees, and typical wages paid at full service carwash facilities do not accomplish the goal of increasing overall median incomes.

Carwash and auto detailing uses also have the potential to generate undesirable conditions for adjacent properties. Airborne mist, odors from chemicals and vehicle exhaust, and noise from vacuums, pumps, pressurized sprayers, dryers, engines and car stereos are examples of common impacts generated by these uses. The impacts can be detrimental to the quality of life for adjacent residents and disruptive to adjacent businesses.

The proposed moratorium would temporarily suspend the processing of new carwash facilities citywide that have not commenced construction until appropriate development regulations can be evaluated and implemented as part of the Zoning Code. It is anticipated these new regulations will be considered by the City Council on May 23, 2018, and if adopted, become effective in early July.

#### CONCLUSION:

If the City Council finds that the continued unmanaged proliferation of carwashes has the potential to negatively affect the economic vitality of the City's business districts and generate undesirable conditions for adjacent property owners, the City Council should approve proposed Ordinance No. 2018-11 (attached) imposing a moratorium on the issuance of any zoning, land use, discretionary permit, building permit, environmental approval, new business license or any other entitlement involving businesses described as carwashes.

Interim Ordinance Imposing a Moratorium on Carwash Facilities  
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APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Bill Martín*, Director of Community Development  
4/25/2018 4:07 p.m.

ATTACHMENTS:

1. Ordinance No. 2018-11
2. Ordinance No. 2018-11 – Exhibit A - CEQA Notice of Exemption

ORDINANCE NO. 2018-11

AN UNCODIFIED INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO IMMEDIATELY PROHIBIT NEW CAR WASH USES IN CONTEMPLATION OF A ZONING PROPOSAL BEING CONSIDERED BY THE CITY IN ORDER TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE

WHEREAS, there are over 28 carwash facilities currently in the City of Escondido (“City”), which are permitted in a variety of manners depending on the zoning classification; and

WHEREAS, the City has the most permissive policy towards carwash facilities when compared to other agencies in the North San Diego County area which contributes to the City’s proliferation of carwashes; and

WHEREAS, the oversaturation of carwashes in the community provides little economic benefit to the City or City residents; and

WHEREAS, an urgency ordinance pursuant to California Government Code section 65858 requires a four-fifths vote of the legislative body for adoption; and

WHEREAS, in light of the proliferation of car washes in the City and the impacts as provided in this Ordinance 2018-11 (“Urgency Ordinance”) there exists an emergency with respect to the health, public welfare and property in the City of Escondido; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. This Urgency Ordinance shall explicitly prohibit the issuance of any zoning, land use, discretionary permit, building permit, environmental approval, business license or any other entitlement involving businesses described as carwashes, whether intended as primary uses or accessory uses in the City of Escondido for forty-five (45) days. Notwithstanding the foregoing, any existing carwash facility shall be allowed to obtain their annual City of Escondido business license. Any carwash facilities under construction with a valid building permit on the effective date of this Urgency Ordinance shall be exempt from this Urgency Ordinance.

SECTION 3. CEQA. The City Council finds this Urgency Ordinance is exempt from the California Environmental Quality Act (Public Resources Code § 21000, et seq.) (“CEQA”) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment (CEQA Guidelines 14 CCR §§ 15061(b)(3)) and because it consists of regulations and restrictions on activities to assure the maintenance, restoration, or enhancement of natural resources and the environment by prohibiting environmentally destructive components of currently permitted carwash facilities (CEQA Guidelines 14 CCR §§ 15307, 15308). This Ordinance is also exempt from CEQA because it is an urgency measure necessary to protect the City from a current and immediate threat to the public health, safety, and welfare. (Public Resources Code § 21080(b)(4); CEQA Guidelines 14 CCR § 15269.). The City Council, therefore, directs that a Notice of Exemption, (attached as Exhibit “A” and incorporated by this reference), be filed with the County Clerk of the County of San Diego in accordance with CEQA Guidelines.

SECTION 4. Findings. The adoption of this Urgency Ordinance is necessary for the immediate protection of the public welfare, health and safety. In accordance with California Government Code § 65858 and in order to protect the public welfare, health and safety, the City Council of the City of Escondido finds and determines as follows:

(a) Currently, there are over 28 carwash facilities currently in the City which were permitted in a variety of manners depending on the zoning classification with potentially more facilities in the immediate future. The City has the most permissive policy towards these uses compared to other agencies in the North San Diego County area which is an attributable cause to the City's proliferation of carwash facilities.

(b) The current oversaturation of carwash facilities in the community provides the City little economic benefit as there are minimal sales tax revenues associated with carwash operations. The unregulated allowance of carwashes is in direct contradiction to the City Council Action Plan priority of Fiscal Management and the strategy to: "Establish regulations that limit the proliferation of targeted non-residential land uses that do not serve the broader interest of enhancing city revenues." Allowing the continued establishment of carwashes will result in the immediate loss of potential revenues to the City and the immediate loss of desirable commercial and industrial sites throughout the City.

(c) Carwash facilities hire few employees and typical wages paid at carwash facilities would not increase the City's overall median incomes. Carwashes would therefore not bolster employee densities in commercial and industrial zones or increase the per capita median income of the community. Allowing the continued establishment of carwashes will result in the immediate loss of potential income to City residents and reduce potential employment opportunities throughout the City.



(d) Carwashes also generate undesirable conditions for adjacent properties. Airborne mist, odors from chemicals and vehicle exhaust, and noise from vacuums, pumps, pressurized sprayers, dryers, engines and car stereos are examples of common impacts generated by these uses. The impacts can be detrimental to the quality of life for adjacent residents and disruptive to adjacent businesses. Allowing the continued establishment of carwashes will result in the immediate potential for disruptions to the quality of live for adjacent residents and businesses.

(e) As outlined above, the continued allowance of carwashes will immediately frustrate the City Council Action Plan and be detrimental to the public health, welfare, and safety.

SECTION 5. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. Effective Date. The City Council hereby declares, on the basis of the findings set forth above, that this Urgency Ordinance is necessary to preserve the public welfare, health and safety. Accordingly, this Urgency Ordinance is adopted as an urgency ordinance and shall take effect and be in force immediately upon its adoption.

SECTION 7. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.



CITY OF ESCONDIDO  
PLANNING DIVISION  
201 NORTH BROADWAY  
ESCONDIDO, CA 92025-2798  
(760) 839-4671

### Notice of Exemption

To: San Diego Assessor/Recorder/County Clerk  
Attn: Fish & Wildlife Notices  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101  
MS A-33

From: City of Escondido  
Planning Division  
201 North Broadway  
Escondido, CA 92025

**Project Title/Case No.:** Interim Ordinance Imposing a Moratorium on Carwash Facilities

**Project Applicant:** City of Escondido

**Project Location - Specific:** Citywide

**Project Location - City:** Escondido

**Project Location - County:** San Diego

**Description of Nature, Purpose and Beneficiaries of Project:**

An interim urgency measure, pursuant to Government Code 65858, imposing a moratorium on the issuance of any zoning, land use, discretionary permit, building permit, environmental approval, business license or any other entitlement involving businesses described as carwashes, whether intended as primary uses or accessory uses. The proposed moratorium would allow the Planning Division an opportunity to develop and present new land use standards regulating this particular land use.

**Name of Public Agency Approving Project:** City of Escondido

**Name of Person or Agency Carrying Out Project:**

Name: Bill Martin, Community Development Director

Telephone: (760) 839-4671

Address: City of Escondido Planning Division, 201 N. Broadway, Escondido, CA 92025

Private entity     School district     Local public agency     State agency     Other special district

**Exempt Status:**

Categorical Exemption. Because it can be seen with certainty that there is no possibility that the proposed action will have a significant effect on the environment (CEQA Guidelines 14 CCR §§ 15061(b)(3)); and an urgency measure necessary to protect the City from a current and immediate threat to the public health, safety, and welfare. (Public Resources Code § 21080(b)(4); CEQA Guidelines 14 CCR § 15269.).

**Reasons why project is exempt:**

1. The unregulated allowance of carwashes is in direct contradiction to the City Council Action Plan priority of Fiscal Management and the strategy to: "Establish regulations that limit the proliferation of targeted non-residential land uses that do not serve the broader interest of enhancing city revenues." Allowing the continued establishment of carwashes will result in the immediate loss of potential revenues to the City and the immediate loss of desirable commercial and industrial sites throughout the City.
2. Carwashes also generate undesirable conditions for adjacent properties. Airborne mist, odors from chemicals and vehicle exhaust, and noise from vacuums, pumps, pressurized sprayers, dryers, engines and car stereos are examples of common impacts generated by these uses. The impacts can be detrimental to the quality of life for adjacent residents and disruptive to adjacent businesses. Allowing the continued establishment of carwashes will result in the immediate potential for disruptions to the quality of life for adjacent residents and businesses.

**Lead Agency Contact Person:**

Area Code/Telephone/Extension (760) 839-4671

Signature: \_\_\_\_\_  
Bill Martin, Community Development Director \_\_\_\_\_  
Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant



# CITY COUNCIL STAFF REPORT

Current Business Item No. 13

May 2, 2018

File No. 0430-30

SUBJECT: Fiscal Year 2018/19 Operating Budget Briefing

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council review the proposed fiscal year 2018/19 General Fund Operating Budget.

FISCAL ANALYSIS:

Staff is pleased to present the City Council with a proposed 2018/19 General Fund sources and uses of funds which is balanced, preserves all City operations, emphasizes a safe, clean and efficient City and leaves the General Fund reserve undisturbed. Overall General Fund sources and uses are as follows:

**Sources of Funds:**

Operating Revenue	\$101,118,970
Transfer from Gas Tax	2,055,000
Transfer from Wastewater	25,000
Deposit – PEG Fees	11,000
Deposit – Joslyn Trust	15,100
Advance Payback from Successor Agency-Redevelopment	3,814,290
<b>TOTAL, Sources</b>	<b>\$107,039,360</b>

**Uses of Funds:**

Operating Budget	\$102,639,450
Transfer to ASES	26,010
Transfer to Reidy Creek Golf Course-Debt Service	366,795
Transfer to Reidy Creek Golf Course-Operations	24,590
Transfer to Vehicle Parking District	98,225
Transfer to Successor Agency-Housing	25,000
Transfer to Section 115 Irrevocable Pension Trust	3,814,290
Advance Payback to Public Facilities Fund-Principal	45,000
<b>TOTAL, Uses</b>	<b>\$107,039,360</b>

REVENUE PROJECTIONS

The proposed fiscal year 2018/19 General Fund revenue estimate is \$101.1 million. This represents an increase of \$2.9 million or 3 percent over the fiscal year 2017/18 amended revenue projection.

The following are the basic components underlying revenue projections in fiscal year 2018/19:

<u>Revenue</u>	<u>2017/18 Revised</u>	<u>2018/19 Projected</u>	<u>Change</u>	<u>% Change</u>
Sales Tax	\$37,349,510	\$38,517,470	\$1,167,960	3%
Property Tax	12,671,000	13,071,000	400,000	3
Property Tax in Lieu of VLF	13,182,000	13,571,000	389,000	3
Other Taxes	13,631,000	14,477,000	846,000	6
Permits and Licenses	1,294,000	1,319,000	25,000	2
Fines and Forfeitures	1,186,000	1,156,000	(30,000)	-3
Intergovernmental	2,989,000	3,055,000	66,000	2
Charges for Services	10,426,000	10,769,500	343,500	3
Investment and Rental Income	3,829,505	3,919,000	89,495	2
Other Revenue	494,000	494,000	0	0
One-time Revenue	1,472,375	770,000	(702,375)	-48
<b>Total with One-Time Revenue</b>	<b>\$98,524,390</b>	<b>101,118,970</b>	<b>\$2,594,580</b>	<b>3%</b>
<b>Total excluding One-Time Revenue</b>	<b>\$97,052,015</b>	<b>100,348,970</b>	<b>\$3,296,955</b>	<b>3%</b>

- Sales tax is the largest General Fund revenue source at 38 percent of total revenue. Sales tax revenue is projected to grow in fiscal year 2018/19 by 3 percent. Prior year sales tax growth was projected at 3 percent and the City remains on target to meet this projection. The projected increase in sales tax for 2018/19 is based primarily on projected growth in construction of 5 percent as well as projected growth in sales tax collected from equipment and vehicle leasing, at 7 percent. The City’s sales tax consultant has concurred that the projected increases in internet sales and leasing, combined with other projections, is a prudent and reasonable revenue projection.
- Property tax revenue is projected to increase by 3 percent, with projected revenue of \$13.1 million. Prior year property tax growth was estimated at 3 percent and the City is on target to meet this projection. The major factors influencing property tax revenue are the California Consumer Price Index (CCPI), number of home sales, and increased median home prices. Proposition 13, passed by voters in 1979, specifies that a property’s assessed value may increase at the rate of the CCPI, but cannot exceed 2 percent per year unless the property is

improved or sold to establish a new assessed value. The State Board of Equalization determined that the CCPI increased by 2.962 percent; the Proposition 13 inflation factor for fiscal year 2017/18 is 2 percent. This means that the assessed valuation of properties not improved or sold will increase by 2 percent in fiscal year 2018/19. In addition, the median price for a home in Escondido for January 2018 averaged \$506,000 which is an increase of 7.7 percent compared to the January 2017 average median home price. As homes sell this increased price will become the new assessed value for property tax purposes. For these reasons, a reasonable projection for next year's property tax revenue is an increase of 3 percent.

- Property tax in lieu of Vehicle License Fees (VLF) is estimated to increase by 3 percent to reach projected revenue of \$13.6 million. Growth in this revenue is based on the change in assessed value of taxable property in the City.
- There are a variety of other taxes, which include franchise fees, transient occupancy tax, business license fees, property transfer tax and the Redevelopment Property Tax Trust Fund (RPTTF) residual payment. These other taxes are projected to increase by 6 percent to reach projected revenue of \$14.5 million. This increase in revenue is primarily due to a projected increase in the RPTTF residual payment of \$636,000. This is the result of the former Redevelopment Agency's reduction in outstanding debt service payments, which results in a larger ending residual balance. The larger ending residual balance is shared among all the taxing entities, and the City of Escondido receives a share.
- Permits and licenses that are collected for building, plumbing, electrical, mechanical, fire code and mobile-home permits are projected to increase by 2 percent in the upcoming year to reach projected revenue of \$1.3 million.
- Fines and forfeitures are projected to decrease by 3 percent with a projected revenue of \$1.2 million. The majority of this decrease is from a lower collection of parking citations.
- Intergovernmental revenue includes the Rincon Fire Services Agreement, state mandated cost claims, and various grants. This is projected to increase by 2 percent, to reach projected revenue of \$3.1 million. This projected increase in revenue is from projected increases in Police grants and state mandated cost claims.
- Charges for services are projected to increase by 3 percent, to reach projected revenue of \$10.8 million. Charges for services include developer processing fees, paramedic fees, community services fees and recycling fees. Of the overall increase in charges for services, the majority of the increase is attributable to a projected increase in paramedic fees due to increased transports.
- Income from interest and property includes rent received from leased City property and interest income on City investments. This revenue is projected to increase by approximately \$89,000

compared to the prior year to reach projected revenue of \$3.9 million. This increase is coming from increased investment income and rental income from City property.

- One-time revenue of \$937,000 that was budgeted in fiscal year 2017/18 will not be included in the revenue projection for fiscal year 2018/19. This revenue consisted of payments and reimbursements the City received to cover costs for Fire Department strike team incidents. The remaining one-time revenue of \$535,735 will be included in the revenue projection for fiscal year 2018/19. This one-time revenue is from developer reimbursements to cover project plan review costs.

### OPERATING BUDGET

The total proposed 2018/19 General Fund Operating Budget is \$102,639,450. It has increased by approximately \$4 million or 4 percent compared to the fiscal year 2017/18 Operating Budget adopted on June 14, 2017. The following are key changes:

#### Employee Services - \$1.2 Million:

- Salaries/Library - (\$1,900,000)
- Salaries/Other General Fund Depts. (including overtime) - \$1,500,000
- CALPERS/Normal Cost - \$106,000
- CALPERS/Unfunded Liability - \$2,000,000
- Medical - (\$400,000)
- Workers' Compensation Insurance - (\$53,000)
- Other Employee Overhead - (\$53,000)

#### Maintenance and Operations (M&O) - \$3.4 Million:

- Library - \$2,200,000
- IS/Data Processing - \$332,000
- Police - \$164,000
- Planning - \$163,000
- Non-Departmental Elections Costs - \$166,000
- Finance - \$79,000
- Streets - \$76,000
- Building - \$56,000
- Communications - \$54,000
- Center for the Arts - \$52,000
- Other Maintenance & Operations - \$58,000

#### Capital Outlay - (\$182,000):

- Fire - (\$188,000)
- Older Adult Services - \$6,000

Internal Service Charges - \$6,000:

- Library - (\$146,000)
- Police - \$65,000
- Fire - \$57,000
- Non-Departmental - \$25,000
- Other Departments - \$5,000

The \$4 million increase in expenditures listed above includes about a \$424,000 increase in the total amount allocated out to other funds and a net decrease of one General Fund regular full-time position.

The 2018/19 proposed operating budget also includes a fiscal year 2018/19 projected savings amount of approximately \$400,000 in the Library department when comparing the two operating models: Library Operated by the City vs. Library Operated by Library Systems and Services, LLC (LS&S). The projected amount of savings is calculated as follows:

**Fiscal Year 2018/19**

**Library Operated by City Model:**

Fiscal Year 2017/18 Adopted Library Budget	(\$3,670,055)
Projected 2018/19 Budget Increases:	
Salaries and Benefits	(64,955)
Maintenance and Operations	(3,615)
Fiscal Year 2018/19 Projected Library Budget	(3,738,625)

**Library Operated by LS&S Model:**

Fiscal Year 2018/19 Proposed Library Budget	3,315,360
Fiscal Year 2018/19 Projected Library Savings	( <b>\$423,265</b> )

The North County Transit District (NCTD) requested full-time law enforcement services at 700 West Valley Parkway, the Escondido Transit Center. The proposal covers salary, overtime, benefits, and equipment costs for four full-time police officers. The estimated first year cost is \$1,256,805. The proposed agreement is scheduled to begin in fiscal year 2018/19 and covers five years of service. In addition, the Escondido Union School District requested a School Resources Officer to provide law enforcement services at local schools. The proposal covers salary and benefit costs for one full-time police officer. The estimated first year cost is \$137,500. The proposed agreement is scheduled to begin in fiscal year 2018/19 and covers five years of service. Both of these proposals are fully funded by outside agencies, will have no effect on the General Fund and are currently not included within the sources/uses amounts above.



According to the General Fund Multi-Year Financial plan included within the fiscal year 2017/18 adopted operating budget, a structural budget gap of approximately \$1.8 million was projected in fiscal year 2018/19. Due to the \$3.2 million Successor Agency-Redevelopment loan repayment (originally included as a source of funds to the General fund) being transferred out to the Section 115 Trust fund, this structural budget gap was revised upward to \$5 million. However, the following steps were taken to close this gap:

- \$1.3 million - Froze Projected Increase in Fleet Charges to the General Fund
- \$100,000 - Reduced Transfers Out
- \$400,000 - Outsourced Library Operations
- \$600,000 - Revised CalPERS Contributions
- \$500,000 - Department Budget Cuts
- \$1.9 million - Revenue Growth/Enhancements
- \$200,000 - Employee CalPERS Pickup

The City will face significant challenges in years beyond 2018/19. The City's most recent Multi-Year Financial Plan projects that projected revenue growth will not keep up with projected expenditure growth, primarily because of pension costs which will rise significantly in upcoming years. According to this Plan, the City is potentially facing a budget deficit of \$14 million by fiscal year 2020/21. Eliminating a deficit this large is extremely challenging when 83% of the total General Fund budget is the cost of staffing to provide City services and nearly 80% is dedicated to health and safety with the Police, Fire and Public Works budgets. Multi-year labor contracts with the City's six bargaining units will enable stability in forecasting future employee costs over the next three years.

The following "Other Funds" which propose an increase or decrease of more than 10% as compared to the prior year adopted budget are as follows:

#### Warehouse

This budget is projected to increase by about \$58,000 because of a transfer in of a regular full-time position from the Fleet budget.

#### Fleet

The Fleet fund is proposing a \$752,000 decrease to its budget primarily due to deferring scheduled vehicle replacements out to future years.

#### Telecommunications

On April 4, 2018, City Council authorized an agreement with Atel Communications, Inc. to upgrade the City's phone system and to fund the first phase of a citywide phone system upgrade project during fiscal year 2017/18. Additional funds are needed during 2018/19 to cover the remaining cost of this project. The Telecommunications fund proposes decreasing their M & O budget by approximately \$109,000 primarily to fund the remaining portion of this project by transferring funds to CIP.

#### Network and Systems Administration

This fund was formerly known as Office Automation. The fund name has been changed to be more in line with position titles and current times. It is proposing a \$215,000 increase to its budget primarily for an added Network Systems Engineer position and an increase in the amount projected for server replacements. The additional position is being requested in order to meet the increased needs of Utilities and Public Safety. These departments will be sharing the cost of this position.

#### Reidy Creek

The Reidy Creek Operating fund is proposing a \$105,000 decrease to its total operating budget. This decrease is due to a decrease in golf course maintenance. Additional areas of the course will go to native landscape requiring less maintenance resulting in a reduction in maintenance staff. A full-time superintendent will be reduced to 80% by spending one day at another course. Two full-time greens keepers will be reduced to part-time. In addition, a decrease in shop operations is proposed by reducing outside services shifts to two, six-hour shifts a week. Because the course is implementing reduced maintenance in regards to the greens, a 5% decrease in their green fee and cart rental revenue is anticipated. Significant flooding of the cart tunnel that allows for passage under Broadway has also impacted course revenue. Pumping of the tunnel has resulted in a reduction in the water level and reopening of the tunnel to golfers this year is anticipated to have a positive effect on overall course revenue, but will not be fully realized until the tunnel has been in full operation for several months. The reductions will result in a projected \$78,000 decrease in the amount transferred in from the General Fund.

#### Landscape Maintenance Districts (LMD)

This fund is proposing a \$173,000 increase to its budget primarily due to a \$140,000 increase in professional services because of a price increase for the LMD maintenance contract and to fund various rehab programs in the Reidy Creek environmental channel, Brookside development and Eureka Springs development. In addition, a \$28,000 increase in utilities is projected.

#### Successor Agency-Housing

This fund is proposing a \$56,000 decrease to its operating budget primarily because of a decrease in amount budgeted for maintenance of the Estrada property, which is currently in escrow. Due to the winding down of the Redevelopment Agency, this fund's primary focus continues to be monitoring existing projects rather than expanding services.

#### Successor Agency-Redevelopment

This fund proposes a decrease in the operating budget of approximately \$377,000, primarily due to a decrease in the amount of bond interest due during 2018/19. 2018/19 will be the first year of paying back the advance to the General Fund and Successor Agency-Housing fund in the amounts of approximately \$3.8 million and \$1 million respectively.

Section 115 Trust

The advance payback from the Successor Agency-Redevelopment fund of \$3.8 million is proposed to be used to fund the Section 115 Trust to stabilize future pension contribution rate increases.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item implements provisions in the City Council's Action Plan regarding Fiscal Management.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Sheryl Bennett*, Deputy City Manager/Admin. Svs.  
4/27/2018 10:06 a.m.

*Joan Ryan*, Assistant Director of Finance  
4/27/2018 9:48 a.m.



## FUTURE CITY COUNCIL AGENDA ITEMS

Updated April 26, 2018

*AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.  
CHECK WITH THE CITY CLERK'S OFFICE AT 839-4617*

<b>May 9, 2018</b> <b>4:30 p.m.</b>
<b>PROCLAMATIONS</b>
Historic Preservation Month
<b>PRESENTATIONS</b>
Historic Preservation Awards
<b>CONSENT CALENDAR</b>
<p><b>Memorandum of Understanding with 78 Corridor Cities and Agreement with San Diego Regional EDC for Innovate 78</b> (J. Petrek)</p> <p><i>The City of Escondido partners with the five cities along the 78 Corridor on the Innovate 78 initiative, which is a regional effort to retain, expand, and attract business in the region. An MOU between the five cities solidifies the partnership and the San Diego Regional EDC holds the contract to execute activities.</i></p>
<p><b>Financial Report for Quarter Ended March 31, 2018 and Budget Adjustment</b> (S. Bennett)</p> <p><i>Quarterly financial reports present written financial updates to Council concerning certain funds of the City based on the most recent financial information available. These quarterly financial reports include budgetary information for each fund, along with the actual resources received to date. Funds included in this report are the General Fund, Reidy Creek Golf Course Fund, Water and Wastewater Funds.</i></p>
<p><b>First Quarter 2018 Treasurer's Report</b> (D. Shultz)</p> <p><i>In accordance with the City's Investment Policy, the City Treasurer is required to submit an investment report to the City Council for review on a quarterly basis. The report will include the type of investment, issuer, date of maturity, par value, book value, and market value for each security held by the City.</i></p>
<b>PUBLIC HEARINGS</b>
<b>CURRENT BUSINESS</b>
<p><b>Preliminary Five-Year Capital Improvement Program (CIP) and Project Budgets for Fiscal Year 2018/19</b> (S. Bennett)</p> <p><i>Per the Council's direction, a preliminary meeting to discuss staff recommended capital project requests for the 2018/19 Capital Improvement Program and Budget.</i></p>
<b>FUTURE AGENDA ITEMS (D. Halverson)</b>

**May 16, 2018**

**4:30 p.m.**

**PROCLAMATIONS**

**Water Awareness Month and Drinking Water Week**

**PRESENTATIONS**

**Be Water Smart Poster Contest Awards Presentation**

**CONSENT CALENDAR**

**Approve Revisions to the Multi-Jurisdictional Hazard Mitigation Plan**

(R. Vogt)

*The Federal Disaster Mitigation Act (DMA) requires that state and local jurisdictions develop and maintain plans to reduce hazards and ultimately to protect communities from the effects of disasters. The plan must be reviewed and updated regularly. The plan was previously adopted by Resolution No. 2010-158. This revised and updated plan has been reviewed and approved by the County of San Diego Unified Disaster Council, the State of California Office of Emergency Management, and is awaiting tentative approval by the Federal Emergency Management Agency. An approved and adopted Hazard Mitigation is a requirement to be eligible for Pre- and Post- disaster mitigation grants.*

**Fiscal Year 2017 State Homeland Security Grant Program and Budget Adjustment**

(R. Vogt)

*The Fiscal Year 2017 SHSGP is a continuation of Federal funding from the DHS. The City began receiving DHS funds in 2003, funding has continued each subsequent year at varying levels. Funds will be used by both the Police and Fire Departments to protect critical infrastructure and enhance incident planning.*

**Continuing Emergency Sewer Pipeline Repair – Hale Avenue**

(C. McKinney)

*Pursuant to Resolution No. 2018-65, the City Council previously approved the emergency repair of five damaged sewer main sections in Hale Avenue, between the intersection at Tulip Street and the Hale Avenue Resource Recovery Facility. Work is continuing on the pipeline repairs. Pursuant to Section 22050 of the Public Contract code, the City Council must review the emergency action at its next regularly scheduled meeting, or every 14 days if meetings occur weekly.*

**PUBLIC HEARINGS**

**Short-Form Rent Review Board Hearing for City Owned Lots at Escondido Views Mobilehome Park**

(B. Martin)

*The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 24-month period of consideration from December 31, 2015 to December 31, 2017. Seventy-five percent of the change in the CPI for the period is 3.574 percent. The average space rent for the five spaces subject to rent control is \$413.16. The average requested increase per space is approximately \$14.77.*

**May 16, 2018**  
**Continued**

**PUBLIC HEARINGS Continued**

**Short-Form Rent Review Board Hearing for Westwinds Mobilehome Park**  
(B. Martin)

*The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 12-month period of consideration from December 31, 2016 to December 31, 2017. Seventy-five percent of the change in the CPI for the period is 2.066 percent. The average space rent for the ten spaces subject to rent control is \$441.50. The average requested increase per space is approximately \$9.12.*

**One-Year Action Plan for Fiscal Year 2018-2019 HOME Funds for Affordable Housing Activities, CDBG Funds for Community Development Programs and Projects, and ESG Funds for Homeless Priorities**  
(B. Martin)

*This is a required hearing for the Annual Action Plan for allocating Federal HOME, CDBG, and ESG funds for projects and programs. The City Council is being asked to adopt the 2018-2019 One-Year Action Plan.*

**CURRENT BUSINESS**

**FUTURE AGENDA ITEMS (D. Halverson)**

# Weekly Activity Report



April 26, 2018

## FEATURED THIS WEEK

### Escondido's Award Winning Students

Escondido students from schools across the City were recognized at this week's City Council meeting for their creative recycled art! To view all the entries, including the winning art work, visit the City's Recycling Division's [Facebook](#) or [Instagram](#).



### Stone Brewing Named "Facility of the Year"

The California Water Environment Association has awarded Stone Brewing – Escondido the coveted P3S\* Facility of the Year in Southern California. The award recognizes high performing leaders in the areas of waste management and pollution prevention. Read more here: <https://thefullpint.com/breweries-archive/stone-brewing/stone-brewing-escondido-named-p3s-facility-of-the-year-from-the-california-water-environment-association/>

### Good News About Escondido's Unemployment Rate

Escondido's unemployment rate has dropped below the county average to 3.1% this month. This and other regional economic indicators are included in the [San Diego Regional EDC's "Economic Pulse."](#)

## **Scooter Competition Attracts International Riders**

The City's Sports Center hosted the 3<sup>rd</sup> Annual SoCal Spring Scooter (SSS 2) Competition on Saturday, April 21, 2018. The event was a huge success with 94 scooter riders competing in a total of 6 skill divisions from beginner to pro categories, over the course of the 8-hour competition. International riders from as far away as New Zealand participated in our PRO Division that was won by Wyatt Anderson of Arizona. 2<sup>nd</sup> place- went to Raymond Warner of Murrieta, CA, and Jauwan "Juju" Smith of Nevada took 3<sup>rd</sup> place.



## **Grand Avenue Median Facelift Project Begins Next Week**

Over the past few months, city staff members have been working with private sector stakeholders and the Downtown Business Association to come up with a plan to beautify the medians along Grand Avenue. Several of the medians are no longer able to accommodate attractive, permanent landscaping due to an overgrowth of the existing tree roots. This has resulted in the need for constant, short-term replanting just to maintain minimum appearance standards.

As part of the plan, the City will be removing the eucalyptus trees in the medians and planting new, drought-tolerant trees and plants. The Downtown Business Association has committed to investing grant funds they received from the county into the project. Plans for beautifying the medians in this semi "short term" effort are consistent with the Transnet grant application approved by city council on February 14, which will involve a much larger and longer term project.

Tree removal work along Grand Avenue will begin Monday, April 30 and take approximately four days to complete. The entire project from start to finish (including tree removal) will take approximately eight weeks. The work schedule will not disrupt Cruisin' Grand, the Farmers Market or the May 20 Street Faire.

## **COMMUNITY DEVELOPMENT**

### **Major Projects Update**

The following major projects are being reviewed and coordinated by Planning, Engineering, Fire, Building and Utilities. The list of projects below encompasses recent project updates and/or



milestones from last week. A more complete list and description of active or pending projects can be viewed [here](#).

### **Commercial / Office:**

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) 2181 Citracado Parkway – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted as a Plot Plan on July 31, 2017. The Plot Plan approval letter was issued on February 7, 2018. A second grading plan check was submitted by the applicant on April 16, 2018, and is now being reviewed by Engineering, Utilities, Fire and Planning.
2. Escondido Research and Technology Center (ERTC) – PPH (Developer: Palomar Health) 2177 Citracado Parkway – A plan for a new two-story 4,220 SF Crisis Stabilization Unit for Palomar Hospital adjacent to the western side of the hospital was submitted on March 7, 2018. Engineering, Utilities, Fire and Building comments have been provided. It is anticipated that the Plot Plan conditional letter of approval will be issued next week.

### **Industrial**

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – A revised grading plan was submitted on February 22, 2018. The applicant had intended to pull permits this month. Engineering has notified the applicant that a final map will be required prior to building permit issuance.
2. North American Self-Storage (Developer: Russ Colvin) 852 S. Metcalf – A revised plot plan has been approved and revised building plans were submitted into plan check on January 17, 2018. Esgil approved the building plans on April 3, 2018. Planning and Fire have issued comments on the building plans. Engineering has approved the grading plan for the revised project and is awaiting posting of the improvement bonds prior to authorizing issuance of the building permit. The applicant has requested a meeting with Fire this week.

### **City Projects**

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The City Council approved a contractual agreement with Black and Veatch for design-build engineering services on April 4, 2018. The design-build engineer will complete final design and help select and manage a design-build contractor for construction of the project.
2. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – A Draft EIR was prepared and issued for a 45-day public review period that began on October 4, 2016 and closed on November 17, 2016. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements including an agency request for full mitigation for emergent vegetation at the eastern end of the lake that came into existence since the lake level was reduced for safety reasons. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. The California Department of Fish and Wildlife responded last month reiterating their earlier comments. Additional information is being

compiled by the City's biological consultants based on recent conversations with the agencies.

### **Institutional**

1. Escondido Assisted Living (Developer: Tigg Mitchell, Mitchell Group) 1802 N. Centre City Parkway – This CUP application for a 71,300 SF three-story, assisted living and memory care facility with 90 total units was submitted on October 31, 2017. The City Council authorized review of a General Plan Amendment request on March 21, 2018, which was necessary to review the request to allow a third floor for the building. The applicant has been actively engaged with Fire, Engineering and Planning staff and has provided several revisions intended to address identified issues with the most recent project revision received on March 27, 2018. The applicant provided a revised biological study on April 23, 2018, and Planning sent comments on the recent plan revision that same day.

### **Residential**

1. Citron (formerly Stella Park) (Developer: William Lyon Homes) 63 condo units at 2516 S. Esc. Blvd. – The final map has recorded. Construction of model units is underway on the western building along S. Escondido Boulevard. Building permits for the remaining buildings are expected to be issued once installation of the internal access road and fire hydrants is completed.
2. Wohlford (Developer: Jack Henthorne) 55 lots at 661 Bear Valley Pkwy. – Staff met with the applicant to review the draft conditions of approval for the project. Staff and the applicant have been working for some time to complete negotiations on final terms for the Development Agreement. On February 13, 2018, the Planning Commission continued the public hearing on this item at the applicant's request to allow more time to finalize negotiations.
3. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A Notice of Availability for the Draft EIR was issued on October 16, 2017 for public review and comment. The comment period ended on January 2, 2018. Staff transmitted all the comment letters and emails to the Draft EIR consultant for review and to prepare a response to each comment. The Draft EIR and appendices have been posted on the City's website at the following link:  
  
<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>
4. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – A three-year extension of time for the previously approved ten-lot subdivision (Tract 895) was approved by the City Council on June 7, 2017. Staff comments on the revised tentative map were issued the last week of July 2017. Staff is currently reviewing revised plans submitted by the applicant on April 5, 2018.
5. Escondido Gateway (Developer: Carolyn Hillgren, Lyon Living) 126 condo units at 700 W. Grand – Building plans have been approved by Esgil, Planning and Fire. Grading plans have been approved by Utilities, Planning and Fire. A street vacation for right-of-way frontage along Grand Avenue has been completed. The Building Division has issued a permit ready

letter; and the Engineering Division has issued a bond and fee letter. It is expected the construction permits will be ready to be issued once title to the site transfers to the builder at the end of April 2018.

6. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The City Council voted 3-2 to approve the project on November 15, 2017. The vacant clubhouse building was destroyed by fire several days later. A lawsuit challenging the project approval was filed in Superior Court on behalf of the Escondido Country Club Homeowners (ECCHO) on December 15, 2017. The City has been working with the property owner and project applicant to demolish what's left of the clubhouse and a demo permit was issued on March 30, 2018. Demolition is now underway.

The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link:

<https://www.escondido.org/ecc.aspx>

7. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. – The Planning Commission voted to recommend approval of the project on November 28, 2017. The City Council approved the project on January 10, 2018. The LAFCO application for annexation was submitted to LAFCO on February 20, 2018. On March 22, 2018, LAFCO staff provided a letter requesting additional information to support the annexation request. Staff provided the requested information to LAFCO on April 4, 2018. The applicant has recently proposed a revision to the proposed storm drain alignment. That proposal is currently being reviewed by staff.
8. Aspire (106 condo units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development on Parking Lot 1. The project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going and a resubmittal of the project plans was received on December 12, 2017. Planning, Fire and Building sent comments on the revised project submittal on January 16, 2018. Staff design review occurred on March 15, 2018 and related comments have been provided to the applicant. Staff is awaiting submittal of the environmental documentation for review.
9. The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) - The condo project was initially submitted for entitlement processing on June 23, 2017. The applicant submitted revised project plans on December 8, 2017. The City issued a comment letter on the revised application on January 8, 2018. Staff design review occurred on March 15, 2018 and related comments have been provided to the applicant. The applicant has proposed changing circulation through the adjacent alley to one-way southbound; and a meeting to discuss related fire access issues occurred on April 18, 2018. Staff is awaiting submittal of the environmental documentation for review.
10. Grand Avenue Apartments (Developer: Norm LaCaze, Escondido Venture 99, LLC) 15 apt. units at 1316 E. Grand Ave. – A planned development application proposing 15 multi-family units in one three-story building on a vacant 0.51-acre lot was submitted for entitlement processing on September 22, 2017. A completeness review letter was sent to the applicant on October 20, 2017, indicating the application was incomplete. Several follow-up meetings

with staff were held to discuss the outstanding issues regarding the project design and revised plans were submitted in early April. Planning Fire, Engineering and Utilities comments on the revised plans were sent to the applicant on April 25, 2018.

11. Quince Street Senior Housing (Developer: Matt Jumper, 220 Quince, L.P.) 145 apartment units at 220 N. Quince St. – The five-story affordable senior housing apartment project was submitted on November 21, 2017. Planning staff sent a letter to the applicant on December 21, 2017, indicating the application was incomplete. Three meetings with the applicant team and multiple city departments have occurred since the project submittal to discuss project design issues, with the most recent meeting occurring on April 11, 2018.
12. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Dailey Ranch – This proposed residential and resort hotel annexation and specific plan project was received on March 2, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 4, 2018. A project webpage containing draft documents and plans has been added to the Planning Division’s website at the following link:

[Daley Ranch Resort Specific Plan - City of Escondido](#)

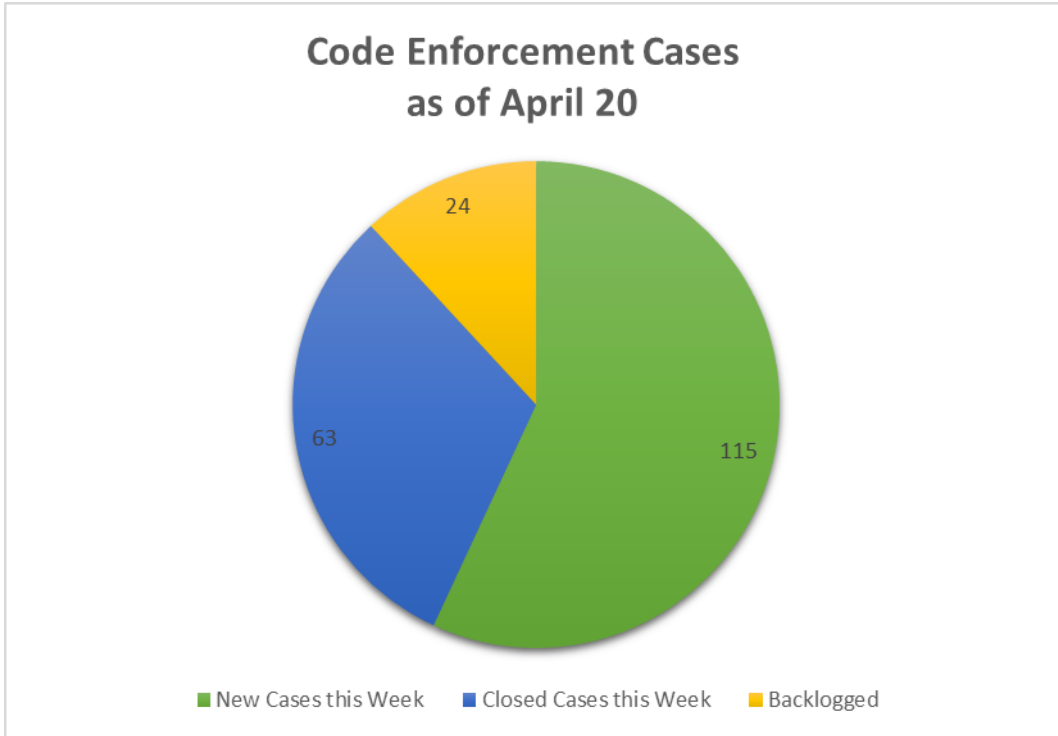
13. Accessory Dwelling Units – Planning staff is currently working on three applications for accessory dwelling units and one more application is anticipated. Five accessory dwelling units have been approved this year.

### **Building Division:**

1. The Building Division issued 61 permits with a total valuation of \$568,116. Permits were mostly re-roofs, water heaters, mobile home set ups.
2. 17 solar photovoltaic permits were issued for the week. The Building Division has issued 311 solar permits for the year compared to 300 issued for 2017.
3. Our building inspectors responded to 157 inspection requests for the week.
4. The total building valuation for all issued permits through April 21st is \$20,865,686 compared with \$35,009,659 for same time last year. Building has processed 909 projects so far in 2018 compared with 976 projects in 2017.
5. Projects nearing permit issuance are:
  - a. 917 W Lincoln, 3 new apartment buildings, 9 units.
  - b. 700 W Grand Ave Gateway project (previous police building).
  - c. 2516 S. Escondido Blvd. “Citron” a 63-unit condominium project (model building already issued).
6. The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection. *No change from the previous.*

7. The medical office building at 2125 Citracado Pkwy has received a 30-day Temporary Certificate of Occupancy on April 12, 2018.
8. Seven of the eight residential buildings at the Westminster Seminary at 1725 Bear Valley Pkwy are preparing the buildings for final inspection and temporary electrical service has been released. *No change from the previous.*
9. The Emanuel Faith Church at 639 E 17<sup>th</sup> Ave is preparing for final inspection and temporary electrical service has been released. *No change from the previous.*
10. The Church of Resurrection at 1445 Conway is preparing for final inspection. *No change from the previous.*
11. The new Veterans Village project at 1540 S Escondido Blvd has received gas test and roof sheathing inspection approval on Building 1, and gas test and rough plumbing inspection approval on Building 2. *No change from the previous.*
12. The new drive-thru restaurant at 720 N. Center City Pkwy, the new retail building at 730 N. Centre City Pkwy and the new drive-thru restaurant at 700 N. Centre City Pkwy have received exterior lath approval and are ready for stucco. *No change from the previous.*
13. The new market at the location of the former Toyota dealership at 151 W Lincoln is requesting final inspection of the exterior shell building. The Fire Department has inspected and approved. Permits were issued last week for the interior tenant improvement in the building.
14. The new Starbucks at 121 W. Lincoln has received foundation inspection approval and slab approval. Framing is underway.
15. The Latitude 2, apartment buildings at 610, 620, 630 and 640 N. Center City Pkwy have received second floor sheathing approval. The 660 building has received slab and foundation approval. *No change from the previous.*
16. The new two story church sanctuary building at 1864 N Broadway has inspection approval for the final grout lift of the masonry walls as well as underground plumbing. *No change from the previous.*
17. The 212,000 SF industrial shell building at 2005 Harmony Grove has received partial sewer and water service approval. *No change from the previous.*
18. The new 63-unit condominium project, Citron, at 2516 S Escondido Blvd has received roof sheathing and drywall inspection for Building 1.
19. The new 105-room Springhill Suites hotel at 200 La Terraza has received slab inspection approval. *No change from the previous.*
21. The new Starbucks at 1645 S. Centre City Parkway has received inspection approvals for roof sheathing, exterior frame and framing. *No change from the previous.*

**Code Enforcement**

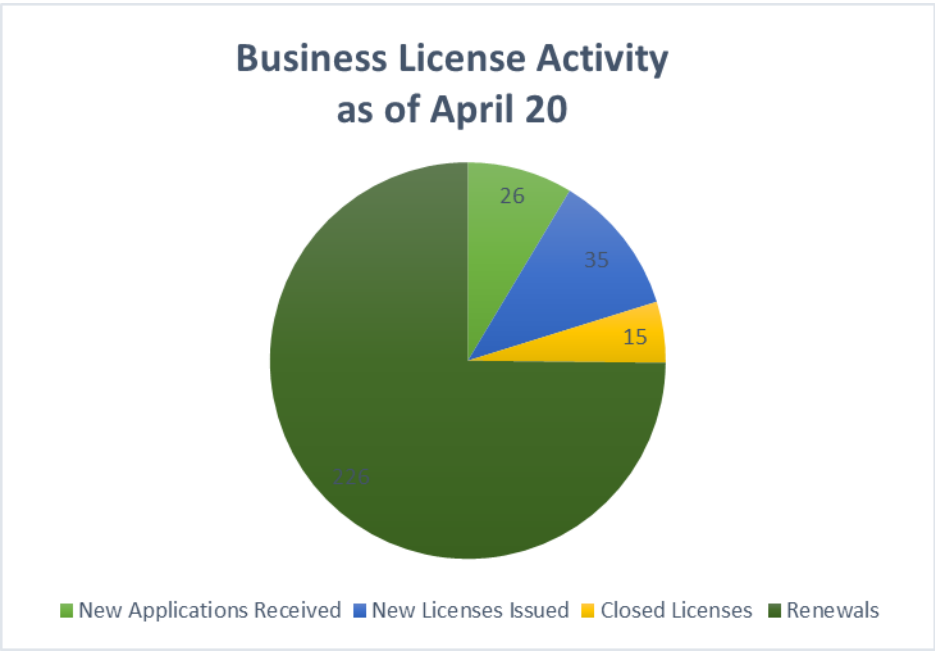


Total Open Code Cases
387

**Graffiti Restitution**

Collected This Week	Collected Year to Date
\$95.25	\$3887.39

**Business Licensing**



**ENGINEERING**

**Capital Improvements**

**Valley Pkwy/Valley Center Road Widening Project: Day 175**

The utility cutover for overhead Cox Communication and AT&T facilities to underground facilities was completed last week. The SDG&E removal of overhead utility lines and poles is scheduled for this Saturday, April 28<sup>th</sup>. The concrete subcontractor is completing the remaining sidewalk, curb and gutter, driveway approaches and bus pad along the east side of the project this week. The construction and testing of the main line irrigation along the east side of Valley Parkway and Valley Center Road is continuing this week. The masonry subcontractor is continuing with the installation of CMU blocks for the sound wall along East Valley Parkway. The prime contractor is continuing to construct the green street bio swale; this treatment control feature is in place to treat the first rain fall of each storm event.

**Neighborhood Lighting Project**

*No changes from that reported last week:* The remaining lights for the Centre City Parkway corridor portion of the bike path between Valley Parkway and Washington Avenue are expected to be delivered next week, with the final placement and energization to be completed by the end of the month. The Neighborhood Street light project is nearing completion with street lights energized in four of the five neighborhoods on February 14<sup>th</sup>. The project features the installation of 44 new street lights with L.E.D. Luminaries in five neighborhoods: The Elms, Rustic Village, Mission Grove, Cedar-Cedar Brook, and Rose to Foxdale. Additionally, 22 existing street light fixtures were retrofit with L.E.D. The new L.E.D. Luminaries shine a clean white light on the surrounding area, in contrast with the yellow light given off by the existing fixtures. The Rose to Foxdale energization has been delayed another two weeks for further review by the utility provider.

**2017 Street Rehabilitation and Maintenance Project**

The Notice of Completion for this project will be taken before Council for approval at the April 25<sup>th</sup> meeting.

### **Transit Center Pedestrian Bridge Project**

*No changes from that reported last week:* The Transit Center Pedestrian Bridge and Spruce Street Channel Improvement Project is moving forward with 100% design completion.

### **Missing Link Project**

Construction is scheduled to begin on May 7<sup>th</sup>, with an anticipated project duration of 120 working days. This project will complete the street improvements needed to link riders from the channel bike path that currently ends at Broadway, to where it re-starts at Quince. The City has directed the contractor to order some elements of the project which have a long lead time due to the special ordering requirement.

## **PRIVATE DEVELOPMENT**

### **Centerpointe 78**

The new striping alignment for the section of Lincoln Avenue between Broadway and Escondido Boulevard was installed on Tuesday of this week. The new alignment will limit on street parking while providing a center turning movement for access to the new shopping center as well as the adjacent Escondido School District maintenance facility. A student drop-off area will be allowed within the new shopping Center Parking lot.

### **Centre City Shopping Center**

The offsite wet utility work along Centre City Parkway between Mission Avenue and Washington Avenue will begin on Thursday of this week. The work will restrict one lane of north bound travel along Centre City Parkway for the construction of the sewer main and manhole. Electronic message boards will be in place prior to construction to notify motorists of the construction work zone area. The approved working hours will be 8:00 a.m. to 4 :00 p.m. each day. The project is located at 425 W. Mission Avenue.

### **Tract 932 - Canyon Grove Shea Homes Community**

*No changes from that reported last week:* The developer will continue the construction of new homes with most roadway improvements complete at this time.

### **Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue @ Centre City Parkway**

The next item of work is the removal of two existing water service laterals located in Washington Avenue east of Centre City Parkway.

### **Veteran's Village**

*No changes from that reported last week:* The storm drain along Escondido Boulevard is now complete. The #1 north bound lane of Escondido Boulevard is being permanently repaved this week and all lanes of traffic will be reopened by weeks' end.

### **Exeter Industrial Park**

The contractor is continuing to construct the new sewer main along the channel access roadway. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

### **EDI Renovation**

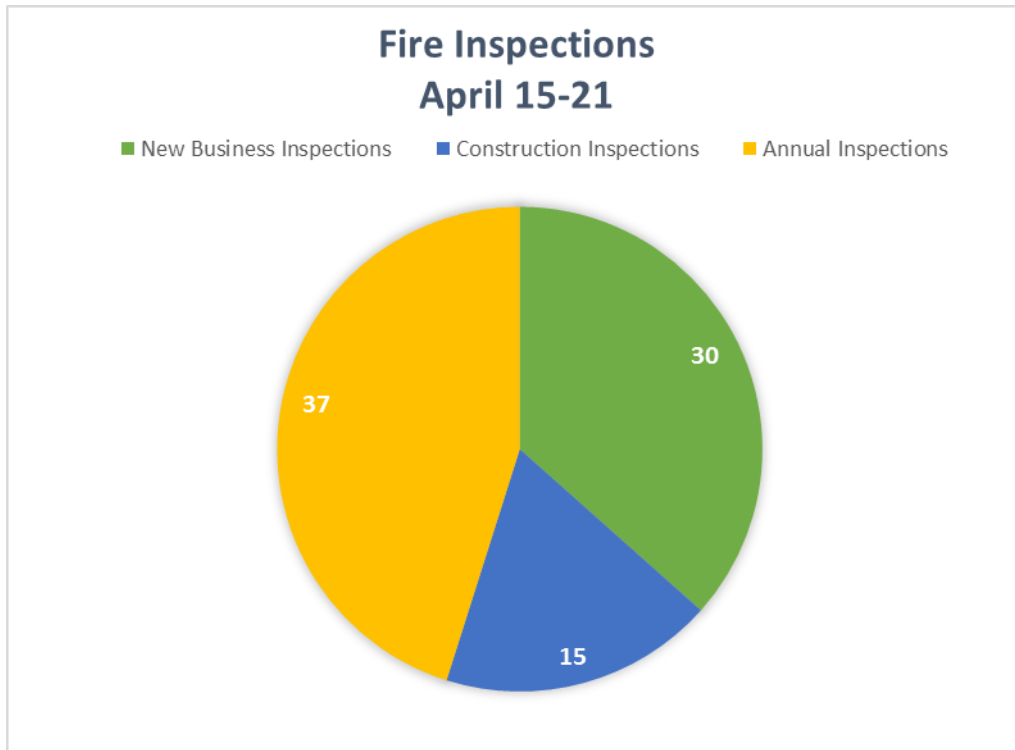


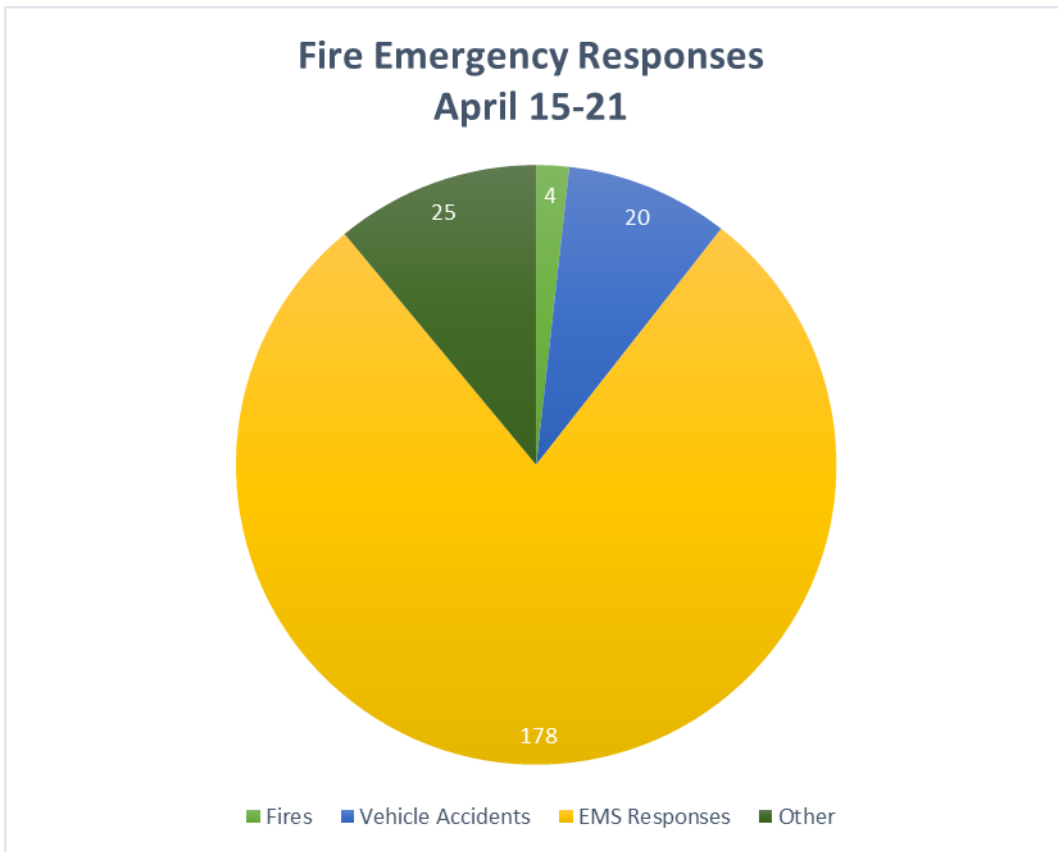
Work for offsite improvements is suspended this week, City staff is looking at rerouting the haul route for the EDI vehicles to the Mission Avenue entrance. With the ongoing overnight operation on Hale Avenue for the emergency repairs to the sewer main being performed by the City's utilities contractors, it will be safer to keep the EDI scope of work contained to a day time operation.

**SDG&E Gas Main Corrosion Testing**

Work is scheduled to begin this week, with an approximate duration of 2-3 weeks. The utility has processed an Encroachment Permit for work along two segments of the main line. The first location is along Lincoln Avenue between Rock Springs Road and Metcalf Street. The work involves drilling 1/2" diameter holes through the asphalt roadway at 10' intervals along the pipe line. At each hole, the contractor will test the pipe and soil for the potential for corrosion. All drill holes will be filled by means of an approved joint compound. Electronic message boards will be used to notify businesses and vehicles traveling the route of potential detours and traffic delays.

**FIRE**





Total Emergency Responses (Year To Date)	4,913
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**News:**

- On Thursday, April 19<sup>th</sup> the City of Escondido Fire Department Senior Volunteer Program hosted their Volunteer Appreciation Luncheon at the Escondido Masonic Lodge. Fire Admin staff members and Retired Division Chief Jeff Calhoun attended to support and present the Volunteers with Certificates of Appreciation for their dedication and hard work. The programs volunteers contributed a total of 4,932 hours in 2017. The volunteers were also recognized by the American Legion and presented an award for their 11 years of service. “No one is more cherished in this world than someone who lightens the burden of another. Your gift of time is unconditional and truly makes our City and our department much cleaner, safer and more efficient.” – Division Chief John Tenger.



- The City of Escondido Fire Department and CERT volunteers participated in an exercise at the North County Fair Mall on Thursday, April 19<sup>th</sup>. The Fire Department worked closely with mall security and mall management to simulate a response to a fire that was burning on the outside of the mall. CERT volunteers were role players inside the mall to provide greater realism to the exercise for the Escondido Police Department and mall security. CERT members played the role of store owners and a mother that had lost a child during the confusion of the mall evacuation as a result of the fire.



- The 3<sup>rd</sup> Annual Summer Kick Off Party “SPRING into Summer” was held on Saturday, April 21<sup>st</sup> from 9a-11a at Kit Carson Park in the El Arroyo Picnic Area. Escondido Community Services/Recreation hosted the event and coordinated activities, trail exploration, prize giveaways and fun for all ages. The City of Escondido Fire Department Senior Volunteers attended alongside an Engine Company and Truck.



## **POLICE INCIDENTS:**

- On 4-18-2018, a detective from the Los Angeles County Sheriff's Department notified the Escondido Police Department of a carjacking suspect believed to be in the vicinity of 1100 N. Broadway Ave. The carjacking occurred a few days earlier and the suspect used a shotgun in the commission of the crime. Officer Santini surveilled the area in an unmarked vehicle and spotted the suspect vehicle as it went mobile. Officers coordinated a high-risk vehicle stop at the intersection of El Norte Pkwy and Broadway Ave. Two people were taken into custody without incident. The shotgun and other items related to the carjacking were located inside the vehicle. Detectives from the Los Angeles County Sheriff's Department responded to Escondido to complete the investigation and take custody of the people detained in the vehicle.
- On 4-18-2018, officers were dispatched to the 1200 block of E. Grand Ave. to investigate a report of a prowler. While the resident was on the phone with police dispatch, the suspect forced entry to the residence. The resident was in fear for his life and defended himself with a machete. After a confrontation with the resident, the suspect left and went to his apartment that was located within the complex. The suspect was arrested and treated at Palomar Medical Center for wounds sustained during the confrontation. After receiving medical attention, the suspect booked into the Vista Detention Facility.
- 4-19-2018, officers responded to the 2550 block of E. Valley Pkwy. reference a report of a person that had been attacked with a hammer. Upon arrival, officers learned that the suspect had gone to his ex-girlfriend's home in violation of a criminal protective order and knocked at the door. The ex-girlfriend's brother answered the door. The suspect was armed with a knife and began swinging it at the victim. The victim tackled the suspect and managed to disarm him. In the struggle the suspect placed the victim in a headlock and repeatedly struck the victim in the head with a hammer. The victim did not lose consciousness but suffered a large cut to his cheek in the attack. The suspect fled the scene before the arrival of the police. Officers searched the area and located the suspect across the street, inside of a restaurant bathroom. The suspect was taken into custody without incident and booked into the Vista Detention Facility for attempted murder.
- 4-21-2018, officers responded to the 1500 block of Tanglewood Ave. reference an attempted theft of a bicycle. Upon arrival, officers learn that the suspect attempted to steal a bicycle from the patio of one of the residences. The owner of the bicycle, along with several of his large male friends, exited the apartment and confronted the suspect. The owner of the bike and his friends physically restrained the suspect and held him down until officers arrived on scene. The suspect was placed under arrest for theft and booked into the Vista Detention Facility for being drunk in public.
- 4-21-2018, officers responded to the 2100 block of S. Escondido Blvd. reference a person trespassing on the property. When officers arrived on scene they contacted the subject described in the call as trespassing. The subject took a fighting stance and challenged both officers to a fight. Officer Fidel removed his police service dog Rako from the vehicle and gave the subject commands to stop his behavior. The subject

complied with Officers Fidel's orders and was taken into custody without further incident. There is no doubt the presence of Rako prevented a physical altercation between the suspect and officers.

- On 4-21-1018, Officer Brandon Byler was driving home when he is flagged down by a number of people in the area of Papa Bear's restaurant in Valley Center. He was advised of a male running in the street and jumping on top of vehicles. Soon after being flagged down, Officer Byler saw the subject jumping on vehicles and running in traffic. Officer Byler parked his patrol car a distance away from the subject and requests assistance. As soon as the subject saw Officer Byler, he fixated on him and began running towards him, yelling, "officer I need your gun." The subject closed the distance quickly and Officer Byler was forced to go hands on with the subject. The subject attempted to take Officer Byler's gun from his holster as the two struggled. Police officers from the California Highway Patrol, San Diego County Sheriff's Department and Escondido Police Department arrived on scene to assist. Both Officer Byler and the subject sustained minor scratches from the incident. The subject was booked into the Vista Detention Facility for assault on a police officer.

**COPPS:**

The COPPS (Community Oriented Policing and Problem-Solving) Unit is dedicated to increasing the quality of life for the residents of Escondido through pro-active responses to crime trends, quality of life issues, and addressing crime and public nuisance in Grape Day Park and at Maple Plaza.

- 2 arrests were made
- 15 citations were issued
- 34 radio calls were handled by COPPS officers

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