

# CITY OF SAN ANGELO REQUEST FOR PROPOSALS

## Purchasing Division Digital Copiers

RFP No. PUR-01-17



City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903

### Submittal Deadline

**September 8, 2017/1:30 PM, Local Time**

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*This Table of Contents is intended as an aid and not as a comprehensive listing of the solicitation package. Vendors are responsible for reading the entire package and complying with all specifications.*

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## INTRODUCTION

### General

The City of San Angelo is accepting proposals for the lease of digital photocopy machines per the specifications and general conditions included. The City has approximately 50 copiers currently in service with leases that will expire at various dates over the next five years. The intent of this RFP is to establish pricing for copiers similar to the existing machines (both black/white and color) with similar features and replace the individual copier leases as they expire. Alternate pricing is requested for monthly lease rates in conjunction with a buyout of the existing lease.

The City intends to make an award in October 2017. The current contract expires October 20, 2017 with individual machines expiration dates fluctuating as shown in Attachment A.

### Disqualification

Disqualification may occur for any of the following reasons:

- The vendor is involved in any litigation against the City of San Angelo;
- The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The vendor is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

### Confidentiality

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

### Document Availability

Proposal documents are available and may be examined or obtained without charge in the Purchasing Division, Suite 330, City Hall, San Angelo, Texas. The RFP is also available at <http://www.cosatx.us>. The proposal documents may be found by following the link

- Bid Information > RFP: PUR-01-17/Digital Copiers

### Digital Format

If proposal specifications are obtained in digital format in order to prepare a proposal, the proposal must be submitted in hard copy according to the instructions contained in this package. If, in its proposal response, the vendor makes any changes whatsoever to the published specifications, the proposal specification **as published** shall control. Furthermore, if an alteration of any kind to the specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

### Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via email [sapurch@cosatx.us](mailto:sapurch@cosatx.us) or writing. Please include the RFP Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the City of San Angelo's website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

### Required Response

The City requires a response to any RFP notifications mailed to potential vendors. Should a company choose not to participate, then in order to remain on the City of San Angelo's potential Vendors List, a "No Bid Reply" form located at the back of this RFP must be submitted.

### Deadline and Delivery Location

Sealed RFPs must be received no later than **September 8, 2017, 1:30 PM, Local Time**. The clock located in Purchasing will be the official time. Proposals not received on time will be rejected.



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**It is the sole responsibility of the vendor to ensure that the sealed RFP arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.**

**Faxed or electronically submitted proposals will not be accepted.**

**Copies**

Submit one (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

**Delivery Addresses**

City of San Angelo  
Purchasing Division, RFP: PUR-01-17  
72 W. College Ave., Suite 330  
San Angelo, Texas 76903

**Mark Sealed Envelope: "RFP: PUR-01-17/Digital Copiers"**

**Addenda**

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue an addendum addressing the nature of the change and post it on the City's website. Vendors must **acknowledge any addenda and return the form with their proposal package**. Vendor is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the vendor's risk.

**Award of Contract**

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer.

The City will select the most highly qualified vendor of the requested services based on all evaluation factors and then attempt to negotiate a contract.

**Acceptance of Proposal Content**

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the vendor receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the vendor from its obligation to comply in every detail with all provisions and requirements.

**Equal Employment Opportunity**

Attention of vendors to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, or disability.

**Proposal Terms**

This proposal will be based on a lease term of up to five (5) years, effective from the City Council award date as established by the most advantageous proposal submitted. At any time during the contract period, the City shall have the right to adjust the lease term (no. of months) and rental rates on terms acceptable to vendor and City.



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**Points of Contact**

**RFP**

**Julia Antilley, Manager**  
Purchasing Division  
City of San Angelo  
72 W. College Ave., Suite 330  
San Angelo, Tx 76903  
[sapurch@cosatx.us](mailto:sapurch@cosatx.us)  
(325) 657-4219

**Bucky Hasty, Manager**  
Information Technology  
City of San Angelo  
72 W. College Ave.  
San Angelo, Tx 76903



## 1. INSTRUCTIONS TO RESPONDENTS

### 1.1. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written addendum.

### 1.2. Examinations of RFP Documents

Vendors are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the vendor's risk.

### 1.3. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

### 1.4. Authorized Signature

Proposals must show vendor name, address, and be manually signed. The person signing the proposal must have authority to bind its firm in a contract. Any erasures or other changes must be initialed by the person signing the response.

### 1.5. Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal may also be withdrawn in person by a vendor or its authorized agent, provided their identity is made known and they sign a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

### 1.6. Restrictions on Communication

Vendors shall not communicate with: 1) elected City officials and their staff regarding the RFP or from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded and ratified. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by vendor. Violation of this provision by vendor and/or its agent may lead to disqualification of vendor's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

- A. Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity;
- B. Casual social contacts that do not include mention of the RFP;
- C. Vendors may submit written questions concerning this RFP to the email listed below up to one week prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us). *Please ensure the RFP Number and Title is in the Subject Line.* Questions submitted and the City's responses will be published in the form of an addendum to the City's website at [www.cosatx.us](http://www.cosatx.us). Vendor is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

- D. Vendors may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, vendors shall not bring lobbyists. All cost associated with interviews will be at the vendors' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
- E. Upon completion of the evaluation process, vendors shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Vendors desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.



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City reserves the right to contact any vendor to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by vendor of this section.

**1.7. Reservations**

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process AND:

- Waive any defect, irregularity, or informality in any response or procedure.
- Extend the submission closing time and date.
- Reissue a bid invitation or proposal.
- Procure any item/service by other means.
- Increase or decrease the quantity specified, unless the vendor specifies otherwise.

**1.8. Award Acceptance**

Acceptance of vendor's offer will be in the form of a purchase order and contract.



## 2. SPECIFICATIONS

The City of San Angelo is accepting proposals for the lease of digital photocopier machines per the specifications and general conditions included. The City has approximately 50 copiers currently in service with leases that will expire at various dates over the next five years. The intent of this RFP is to establish pricing for copiers similar to the existing machines (both black/white and color) with similar features and replace the individual copier leases as they expire. Alternate pricing is requested for monthly lease rates in conjunction with a buyout of the existing lease.

The City intends to make an award in October 2017. The current contract expires October 20, 2017 with individual machines expiration dates fluctuating as shown in Attachment A.

### 2.1. General Conditions

All general conditions and provisions shall be applicable to the selected vendor and to any third party company (used for financing, etc.).

- 2.1.1. All equipment provided under this proposal shall be new and unused. Newly refurbished equipment is not acceptable. Copiers proposed must be equivalent or better than the existing inventory. Any manufacturer's names, trade names, brand names or item numbers used in the specifications are for the sole purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and is in no way intended to prohibit the bidding of another manufacturer's items of equal quality.
- 2.1.2. Prices must remain firm for the duration of the agreement. If for any reason, it becomes necessary to replace a copier or if a quoted model becomes obsolete during the life of the agreement, a new (not used) model with identical features (or better) may be substituted at the same price.
- 2.1.3. The City shall have the right to lease additional machines under this proposal. Pricing shall remain firm as outlined above for machines at the equivalent or better level and for equipment options (i.e., networking, finisher, copy allowances, etc.) at the prices quoted.
- 2.1.4. The City shall have the right at any time to pay off any existing lease balance(s) without penalty.
- 2.1.5. Vendor shall provide all maintenance, overhauling, cleaning, lubrication, and ordinary adjustments necessary to maintain the equipment in good operating condition per recommended manufacturer specifications.
- 2.1.6. Maintenance or service work shall be performed during normal working hours, 8:00 am - 5:00 pm, Monday through Friday. Vendor shall have local service technicians on call. Vendor shall be capable and provide a minimum 4-hour on-site response to service calls. A \$50 per hour late fee may be imposed on the vendor for any service calls unanswered within the 4-hour service window. Vendor shall have certified manufacturer technicians on staff to work on equipment.
- 2.1.7. Vendor shall provide all equipment, parts, and service necessary to repair copiers including but not limited to drums, photoreceptors, master units, wiper blades, lamps, rollers, and webs, etc. Qualified trained technicians shall perform repairs and maintenance.
- 2.1.8. At any time during the term of the lease, should the equipment provided not function to manufacturer's operating specifications, vendor shall promptly make the necessary repairs or provide the necessary replacement parts. It is the vendor's responsibility to ensure that all machines and components are operating to manufacturers' specifications regardless of manufacturer response. Vendor shall provide a comparable loaner copier should it become necessary to remove a machine for repair work. The vendor is responsible for pickup and delivery of machine for repairs.
- 2.1.9. Vendor shall not be responsible for damage or misuse caused by City. Vendor will not be responsible for an act of God, fire, or vandalism. Repairs made under these circumstances will be billed to the City at the designated per hour labor rate. Rates shall not exceed industry standard. Parts shall be invoiced at vendor cost.



- 2.1.10. Vendor will be responsible for coordinating with the City's or the department's network administration personnel to address any interface parameters between the multi-functional copying equipment and the existing equipment and/or network infrastructure. Vendor is responsible for providing all necessary hardware and software for proper equipment interfacing.
- 2.1.11. Setup and delivery shall be provided at no cost. Vendor shall coordinate with the City's Information Technology Division no less than two days in advance of install to verify port configuration and IP settings. Vendor shall quote an hourly price for additional moves to new locations after install. Vendor's personnel must thoroughly clean up the work area and properly dispose of any waste prior to completing install or after any maintenance/repair calls.
- 2.1.12. All proposed machine locations must be inspected prior to installation to verify adequate space and ventilation of preferred machine prior to delivery.
- 2.1.13. Vendor shall provide training to at least one individual designated by each City Department at time of install. Training will consist of a minimum of showing proper operating procedures for the equipment, clearing paper paths, programming, etc. Vendor shall quote a per hour price for additional training, initial training will be at no cost.
- 2.1.14. Vendor shall provide all consumable supplies (i.e., staples, toner, etc.) under the lease agreement, paper excluded.
- 2.1.15. All machines with printers shall be equipped with a minimum 128mb memory unless otherwise specified. Machines that are networked must have a minimum 128mb memory.
- 2.1.16. As equipment upgrades or downgrades become necessary during the term of this contract, vendor may offer a lease buyout of the existing lease. Any such buyout amount may be incorporated into a new copier lease. Any such arrangement must be economically and/or financially feasible. Final acceptance of any such arrangement will be at the discretion of the City.
- 2.1.17. All provisions listed in this bid shall automatically become a part and shall be incorporated into, but not limited to, contracts, lease agreements, pricing agreements relating to photocopier/equipment procured under this bid.
- 2.1.18. After award, the selected vendor shall provide operating manuals for machines installed at no cost

## **2.2. Network Compatibility Requirements**

All copiers must be compatible with the City's networks - 10/100/1000 Ethernet. No expense will be borne by the City for adapting copiers to the City's software or networks.

## **2.3. Operating Systems Requirements**

The software supplied by the vendor must be compatible with Windows 7, 8, or 10.

Machines should be from the same manufacturer and provide a similar user interface for ease of use citywide.

## **2.4. Color Copy Restrictions**

Color copiers must have the capability to restrict some users from copying and printing in color.

## **2.5. Minimum Scanner Requirements**

Scanners at a minimum must be able to scan to a PC in PDF format with a scan to email and to individual user profile folders.

## **2.6. Data Security**

If at any time, whether for repair, defective machine, etc., a machine is removed from City property, the vendor must remove the hard-drive of the following machines unless a waiver is signed by the Director:



- Health
- Fire
- Police (all units)
- Municipal Court

## **2.7. Meter Readings**

It is the vendor's responsibility to obtain meter readings for black/white and color pages and to communicate those to the user departments. The vendor will be responsible for meter reports (invoice form is acceptable as long as all details are included) quarterly for each copier. The report shall indicate the time period (number of days or dates) between the current and last reading. Meter data can be sent out one-way by the printers, but no incoming connections will be allowed.

## **2.8. Invoices – Monthly**

Each month, one detailed invoice must be prepared and sent to the City's Accounting Division for payment. The invoice should provide at a minimum the following details by machine location/model:

- Monthly base rate
- Optional equipment installed and rate
- Maintenance/service rate

## **2.9. Invoices – Quarterly (Pooling Copies)**

Detailed quarterly invoices for pooled overages and color copies must be sent to the individual department and provide at a minimum the following details by machine location/model:

- Black and white overage count
- Color count (broken out by either page cost or color-level detail)

Vendor will be responsible for obtaining meter readings. A total allowance of 300,000 black/white copies pooled for all 50 machines will be given per month, extrapolated out for the quarterly invoices. The total usage will be added and then deducted from the allowable quarterly amount. Any copy or prints in excess of the total amount will be charged as an overage. The calculations showing the quarterly pooled amount versus the usage of the machine shall be shown in either the invoice or supporting documentation.

## **2.10. Programming**

As programming improvements become available that enhance machine operation and functionality they will be provided at no additional cost.

## **2.11. Inventory Reports**

An inventory of all copiers in service, including options, shall be sent to the Purchasing Division at least quarterly and/or upon the installation/removal of a copier and/or optional equipment. The report must include at a minimum the following information per copier:

- Department Location
- Installation Date of Copier
- Expiration Date of Copier Lease
- Model Number
- Serial Number
- Monthly Lease Fee
- Optional Equipment Installed (including pricing)
- Maintenance Fee
- Total Monthly Charge per Copier
- Average Usage (for black/white and color prints)



## **2.12. Reliability**

### **2.12.1. Failure Rate**

The failure rate for multi-functional and specialty applications shall not average more than two malfunctions per month. Machines which develop a trend of requiring an excessive number of service calls shall be replaced upon request of the ordering entity. Failure of the vendor to respond with corrective action to comply with this provision may be cause for cancellation of award at the sole discretion of the City.

### **2.12.2. Replacement of Unsatisfactory Equipment**

In the event the photocopier supplied, in the opinion of the City, is not giving satisfactory performance or requires an excessive amount of remedial maintenance during a 30 day period, the vendor, after notice in writing by the City that such a situation exists, agrees to remove and replace the defective photocopiers as per the original specifications within 10 days of such notice, at no cost to the City. Failure to comply may result in the unit(s) being canceled from the contract and similar units obtained from another vendor with re-procurement costs including transportation and installation paid by the original selected vendor.

### **2.12.3. Downtime**

Excessive downtime generally may be defined as, but not limited to, equipment which causes the user department to lose equipment service for two working days a month for three consecutive months. The City Manager or their designee will be the sole authority in determining excessive downtime after proper documentation is submitted by the user department.

NOTE: ALL NON-PERFORMANCE ISSUES MUST BE DOCUMENTED

## **2.13. End of Contract**

All machine hard-drives must be erased after contract expiration at no additional cost to the City. The end-of contract return of any equipment shall be provided by the vendor and coordinated with the City and shall be at no cost to the City. Subject equipment shall be removed no later than 10 days after contract end date.



### **3. PROPOSAL FORMAT**

Each response should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the services being sought.

The vendor should not necessarily limit the response to the performance of the services in accordance with this RFP but should outline any additional services and their associated costs if the vendor deems them necessary to achieve the City's objectives as outlined.

By submitting a response, the vendor represents that it has thoroughly examined and is familiar with the services required under this RFP and is capable of providing the services outlined in this RFP.

#### **3.1. Response Format**

To aid in the evaluation, all responses shall follow the same general format. Each section has a maximum page limit:

##### **3.1.1. Transmittal/Cover Letter (1 page)**

Must be on official company letterhead and contain the following: Letter of introduction, executive summary, capability to perform all tasks, and statement of interest. The transmittal/cover letter must be signed by person(s) with authority to bind the vendor.

##### **3.1.2. Cost and Fee Schedule**

As outlined in standard bid forms

##### **3.1.3. Implementation/Work Plan (2 pages)**

- Describe the approach proposed to implement the plan of replacing machines with various expiration dates. Or, if selected, all at once with the existing contract buyout.
- Recommendations for monitoring and reporting copier pool allocations/adjustments
- Handling excess copies/charges of pooled amount

##### **3.1.4. Service Level Agreement (3 pages)**

- Provide details on the following:
  - Service call response time
  - Availability of loaners
  - Availability of repair parts
  - Availability of supplies (staples, toner, oil, etc.)
  - History of machine repair trends by machine proposed
  - Estimate of parts inventory in stock

##### **3.1.5. Security (3 pages)**

Explain in detail your company's security certification/compliance on current machine models as well as the process of securing/clearing data on each device's hard drive when machines are removed for repair work and at contract end.

##### **3.1.6. References**

As outlined in standard bid forms

##### **3.1.7. Company Overview (2 pages)**

- Number of years in business
- Number of office locations, locations of offices within San Angelo city limits
- List of service technicians, city of residence, and years working on proposed machines
- List of current copier contracts of similar size (at least 40 machines or more)

##### **3.1.8. Additional Information (as needed)**

Provide any additional information considered essential to this proposal. Examples include:

- Specialty services offered that are not listed in this proposal that would provide added value to the City
- Descriptive literature of equipment



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**3.1.9. Proposal Exceptions, Deviations and/or Clarifications (3 pages)**

This section should include any exceptions or requested changes to any terms and conditions listed in the RFP. Each vendor must furnish a statement giving a complete description of all points where the equipment or services proposed do not comply with the published specifications. Failure to furnish a statement will be interpreted to mean that the vendor agrees to meet all requirements of the specifications.



#### 4. SELECTION PROCESS

The City's process is as follows:

- The City will evaluate all proposals to determine responsive and responsible submissions. After responsiveness and responsibility are determined, the proposals will be ranked in relation to the published selection criteria (below) within 45 days after the opening.
- Applicants selected for a short list may be invited to attend an interview, at the applicant's own expense. The City shall not incur any costs for applicant preparation and/or submittal of response.
- The City reserves the right to revise the proposal and then request "Best and Final Offers" from the top candidates following the initial evaluation or interviews.
- City shall recommend the most qualified vendor to the City Council and request authority to enter into a contract. The City reserves the right to negotiate the final fee schedule, prior to recommending any contract.
- At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to, a final contract may still be negotiated, and agreed to, based on the original response to the RFP. If the two parties are unable to reach a final agreement, the vendor will be informed in writing that negotiations are ended.
- The City may then negotiate with the next ranked vendor. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

##### 4.1. Selection Criteria

Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points.

Item	Criteria	Points
1	Price	60
2	Implementation and Service	15
3	Security	15
4	References/Company Overview	5
5	Optional equipment and system capabilities	5
<b>Total</b>		<b>100</b>



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**5. ATTACHMENTS**

- A. LIST OF EXISTING MACHINES/PPM/LOCATION /EXPIRATION DATE
- B. PRICING SHEET (EXCEL SHEET)



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**6. NO BID REPLY**

For PUR-01-17 / Digital Copiers

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

===== # # # =====

**PLEASE PRINT**

We wish to:  **Remain On**  
 **Be Deleted From** the list of vendors for the City of San Angelo.

**A. We hereby submit a "No Bid" because:**

- 1. We are not interested in selling through the bid process.
- 2. We are unable to prepare the bid form in time to meet the due date.
- 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 4. We do not feel we can be competitive.
- 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 7. We do not sell the items or provide the services requested.
- 8. Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Firm \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

*Thank you for your assistance!*



## 7. SUBMISSION FORMS

### Copies

Submit one (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

Please submit your proposal along with all forms in the following order:

- Authorized Signature/Contact Information Form (IRS Form W-9)
- Addendum Acknowledgment Form
- Specifications
- Pricing
- Disclosure of Certain Relationships/Conflict of Interest Form
- Debarment and Suspension Certification
- Local Preference Consideration Application (with Economic Development justification)
- List of References
- Vendor's Standard Agreement/Contract

\*At council award, one notarized, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) will be required.

In submitting its proposal, vendor certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the vendor influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.

**Submit all forms beyond this point.**



**Authorized Signature/Contact Information Form**

**Vendor Name:** \_\_\_\_\_

**Authorized Signer:** \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

*(Cannot be a PO Box)*

City, State, Zip: \_\_\_\_\_

**Attach IRS W-9**

*Proposals which are not signed and dated or which do not comply with all of the requirements herein, may be considered non-responsive and may be rejected.*

The signee agrees, if this proposal is accepted, to furnish any and all goods or services upon which prices are offered, at the price and upon the terms and conditions contained in the RFP and all other items made a part of the accepted contract.

The signee affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the vendor nor their employees nor agents have been for the past six (6) months directly, nor indirectly, concerned in any pool or agreement or combination to control the price of goods or services, nor to influence any person to bid or not to bid thereon.



**Addenda Acknowledgement**

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

Please Print

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code



**Minimum Requirements**

	Yes	No	If no, please explain
All equipment is used/not refurbished	<input type="checkbox"/>	<input type="checkbox"/>	
Monthly maintenance and repairs are included in contract	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor can supply all non-consumables (excluding paper)	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor will provide training at install free of charge, and at hourly rate afterwards as needed	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor has technicians to adequately respond to service calls within 4-hours (vendor may be assessed a \$50 fee for each hour in excess of the 4-hour term)	<input type="checkbox"/>	<input type="checkbox"/>	
All machines are compatible with 10/100/1000 Ethernet network	<input type="checkbox"/>	<input type="checkbox"/>	
Software is compatible with Microsoft XP, VISA, Windows 7	<input type="checkbox"/>	<input type="checkbox"/>	
Scan to folder/scan to email	<input type="checkbox"/>	<input type="checkbox"/>	
Compatible with city network	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor will create one master monthly bill for lease/maintenance fees	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor will create quarterly departmental bills for color copy and black/white overage fees	<input type="checkbox"/>	<input type="checkbox"/>	
Single point of contact for all repair/maintenance issues and supply reordering	<input type="checkbox"/>	<input type="checkbox"/>	
Standard 120 volt power source with standard, residential type 3-prong plug (or vendor pays to convert City outlets into correct outlet at no charge to City)	<input type="checkbox"/>	<input type="checkbox"/>	
Two-sided copy, print, scan	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor will obtain monthly meter readings	<input type="checkbox"/>	<input type="checkbox"/>	
Pooling of black/white copies	<input type="checkbox"/>	<input type="checkbox"/>	



**Copier Capabilities – check all boxes that apply to the copier models you are proposing in the pricing section**

	20-29 ppm	30-39 ppm	40-49 ppm	50-59 ppm	60+ ppm	Notes
Minimum Scan 130ipm	<input type="checkbox"/>					
Faxing capability	<input type="checkbox"/>					
Hard drive/image erase	<input type="checkbox"/>					
Anti-virus protection	<input type="checkbox"/>					
Scan to searchable PDF	<input type="checkbox"/>					
Printing resolution 2400x600 dpi (min.)	<input type="checkbox"/>					
Scanning resolution 600x600 dpi (min.)	<input type="checkbox"/>					
Minimum memory 1GB RAM	<input type="checkbox"/>					
Minimum 10GB encrypted hard drive	<input type="checkbox"/>					
500 sheet paper tray	<input type="checkbox"/>					
Reduction and enlargement capabilities	<input type="checkbox"/>					
Option for envelope tray	<input type="checkbox"/>					
Paperweight 20lbs to 140lbs	<input type="checkbox"/>					
Directory Integration	<input type="checkbox"/>					
Accommodates letter, legal, and ledger paper	<input type="checkbox"/>					
User permission capabilities	<input type="checkbox"/>					
Staple	<input type="checkbox"/>					
USB/SD Card reader	<input type="checkbox"/>					



Wireless	<input type="checkbox"/>					
Energy Star Compliant	<input type="checkbox"/>					
Low decibel operating/standby	<input type="checkbox"/>					
Booklet finishing	<input type="checkbox"/>					
Supplies collected by vendor for recycling	<input type="checkbox"/>					
Bluetooth, cloud, air print options	<input type="checkbox"/>					
Hole punch	<input type="checkbox"/>					
User print jobs sorted into trays	<input type="checkbox"/>					
Secure printing	<input type="checkbox"/>					



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Pricing Sheet – (Separate Excel Sheet)**



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## Disclosure of Certain Relationships

### NOTICE TO VENDORS

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm).

A current list of City of San Angelo and City of San Angelo Development Corporation Board Members is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in blue ink, appearing to read "John H. Kelly".

Purchasing Manager



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO**  
**As defined by Chapter 176 of the Texas Local Government Code**  
**(Revised 07/18/17)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

**City of San Angelo City Council:**

Mayor: Brenda Gunter, Mayor

Councilmembers: Tommy Hiebert, SMD 1  
Tom Thompson, SMD 2  
Harry Thomas, SMD 3  
Lucy Gonzales, SMD 4  
Lane Carter, SMD 5 (Mayor Pro Tem)  
Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

**City of San Angelo Development Corporation Board Members are:**

Edward Carrasco, President  
Juan Flores, First Vice President  
Todd R. Kolls, Second Vice President  
Scott Tankersley, Director  
David Cummings, Director  
Richard Crisp, Director  
John Edward Bariou, Jr., Director

Executive Director: Roland Peña



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Debarment and Suspension Certification**

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

**Business Name** \_\_\_\_\_

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Signature of Authorized Representative**

## Debarment and Suspension Certification

### INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.

## Local Preference Consideration

Section 271.9051 of the Texas Local Government Code “CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS”:

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

**If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.**

**This “Application for Local Preference Consideration” does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.**

Vendors who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

**If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:**

1. Complete the **Local Preference Consideration Application, and**
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

**Local Preference Consideration Application**

**Business Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Business Type:**

- Corporation – Indicate state of incorporation \_\_\_\_\_
- Partnership – Indicate “general” or “limited” \_\_\_\_\_
- Sole proprietorship \_\_\_\_\_

**Attachments:** *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

---

**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

\_\_\_\_\_  
Authorized Representative Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Attach description and documentation of economic impact as outlined on previous page)

**List of References**

List at least five (5) references of similar scope and size giving company name, contact information, scope of work, and contract term.

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_

**REFERENCE FOUR**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_

**REFERENCE FIVE**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_