

CITY OF GARDEN GROVE

REQUEST FOR PROPOSAL

RFP No. S-1207

Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove



GARDEN GROVE

PROPOSAL SCHEDULE

RFP Issued:	January 11, 2017
Mandatory Pre-Proposal Meeting:	February 2, 2017
RFP Submittal Date:	February 22, 2017

City of Garden Grove

REQUEST FOR PROPOSAL (RFP) No. S-1207

LETTER OF INVITATION

Date: January 11, 2017

Attention: Proposers

Subject: To Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove.

The City of Garden Grove Information Technology Division (CITY) is seeking proposals from established Original Equipment Manufacturers (OEM) and Authorized Resellers who sell, maintain, and support multi-function, digital copiers. The City is looking to replace the entire fleet of existing copiers with improved multi-function equipment that integrates with the City's computer network. Five of the copy machines are owned by the City and the remainder are part of a lease agreement that is due to end in June, 2017.

All proposals must be in writing, sealed and identified as to content and be received and time stamped by the receptionist on the 2nd floor no later than **4:00 p.m., local time, on Wednesday, February 22, 2017**. Proposals received later than the above date and time may be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the date/time recorder of the City of Garden Grove. **Proposals submitted via fax or email will not be accepted for any reason.**

A MANDATORY pre-proposal meeting is scheduled for **10:00 A.M., local time, on Thursday, February 2, 2017** at **the Garden Grove City Hall, Training Room, 11222 Acacia Parkway, Garden Grove, CA**. Only those proposals submitted by those contractors attending this meeting will be given consideration.

Please make sure that the person who attends this mandatory meeting understands the content of the meeting and is able to communicate it to others who are not present but need to know the information. Meeting minutes on the content and discussion that takes place during this mandatory meeting will NOT be provided by the City of Garden Grove

An original and Copies (5) copies of your proposal, and a PDF copy on a CD, marked with your company name, using the Proposal Forms and including all information required by the Proposal Documents, must be delivered to and marked as follows:

RFP No. S-1207 (REPLACEMENT OF 27 MULTI-FUNCTION COPIERS)
Attention: Sandra Segawa, Purchasing Agent
City of Garden Grove
11222 Acacia Parkway, Room 220
Garden Grove, CA 92840

All Proposals shall be valid for one hundred twenty (120) calendar days after the final proposal due date. The City of Garden Grove reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received. The selection, if made, will be made in accordance with the Instruction to Proposers Section, item 9, Basis of Award of the RFP.

The contractor will be responsible for direct payment to all temporary help as well as all employer taxes, deposits and insurance.

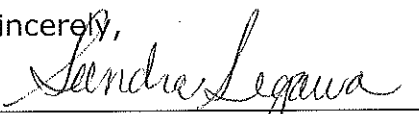
The contractor will also be responsible for verifying employees' legal right to work in the United States as required by the Immigration and Control Act of 1986. The contractor will assure compliance with all current EEO and ADA requirements.

Direct all questions regarding this proposal process to Sandra Segawa, via email, sandras@ci.garden-grove.ca.us. Contact with other agency employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination. **All questions must be submitted in writing no later than Wednesday, February 15, 2017 by the close of the business day.** All questions will be addressed via an addendum on the City's website.

All addendums regarding this RFP will be posted on the City's website via Planet Bids for all to review. Please make sure you are registered as a vendor with the City of Garden Grove so information is not missed or omitted in your proposal. It is the responsibility of the proposer to check the City's website for all addenda and updates. Once the proposals are received, all correspondence will be sent via email and only to the authorized person named on the Proposal Letter unless a designee is noted and approved by the person who is authorized to negotiate on behalf of the company. The City is not responsible for emails that are sent to spam files.

Thank you for your interest in submitting a proposal to the City of Garden Grove.

Sincerely,


Sandra Segawa, C.P.M., CPPB
Purchasing Agent

CITY OF GARDEN GROVE

INSTRUCTION TO PROPOSERS

1.0 EXAMINATION OF RFP DOCUMENTS

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

2.0 INTERPRETATION OF RFP DOCUMENTS

Proposer may request of the CITY in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP Documents, the CITY will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The CITY shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

3.0 PREPARATION OF PROPOSAL

The proposal shall be formatted in accordance with the requirements specified herein. The proposal shall include copies of the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in 5.0 of this section, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All proposals shall be prepared by and at the expense of the Proposer.

Proposers should not assume that their past and/or current experience with the CITY demonstrates knowledge of the CITY's current needs or that the Source Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

4.0 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposer shall submit its proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure in accordance **section 7.0 below "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE" instruction herein.**

Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined significant enough to cause its rejection. The proposal should conform to the requirements contained herein.

Oral, telegraphic or telephonic proposals or modifications will not be considered.

5.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

Each proposal submitted by Proposer shall be executed by Proposer or by its authorized officer. In addition, Proposer must identify those persons authorized to negotiate on its behalf with the CITY in connection with this RFP.

6.0 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Proposer prior to the date and time for submittal of proposals by means of a written request signed by the Proposer or its properly authorized officer. Such written request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals.

7.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

Each proposal submitted by Proposer shall be delivered to the CITY at the address shown on the Letter of Invitation up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its proposal is received as stipulated. In compliance with this RFP, the Proposer agrees to provide the services at the costs stipulated therein if its proposal is accepted within 120 days from the date specified in the Letter of Invitation.

8.0 EVALUATION OF PROPOSALS

Price

40%

- Has the proposer provided complete pricing that addresses all requirements of the Scope of Work including hardware, supplies and annual service/maintenance?
- Has the proposer provided a fair market trade-in value for the existing copiers? (See Appendix A)
- Has the proposer submitted a complete pricing (EXHIBIT "B") for both Option A and Option B?

Project Plan**30%**

- Does the proposer provide an overall description of the chronology of the installation of equipment, outlining the plans for accomplishing the required work, including a timeline with deadlines for all tasks from delivery and installation and training of the end-users?
- Does the proposal specify all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, etc.?
- Has the proposer submitted a detailed maintenance, service and support plan?
- Did the proposer provide the best plan and equipment for the City's needs?
- Do the proposed devices integrate with the City's computer network?
- Is the proposed equipment user-friendly and easy to operate and manage?
- Has the proposer demonstrated their experience in this industry?

Qualifications of Proposer**30%**

- Does the proposing company have a demonstrated experience in this industry?
- Does the proposing company have a demonstrated record of providing successful solutions for similar projects in terms of size, scope, and time frame?
- Has the proposer provided all required information for references? Were the references verifiable, current, positive and professional references?
- Was the proposer responsive to all questions and communication during the RFP evaluation process?
- Has the proposer taken any exceptions to the RFP requirements? Is the proposer agreeable to all the documents and terms and conditions contained in this Request for Proposal?
- Proposer's performance in interview. *Interviews will be conducted at the discretion of the City.*

9.0 BASIS OF AWARD

Any contract resulting from this RFP will be awarded to that firm whose proposal meets the requirements of the RFP and is most advantageous to the CITY in terms of meeting the technical requirements and for attainment of project objectives as defined in the Scope of Work considering the evaluation criteria stated in the Instruction to "Proposers Section", item 8, "Evaluation of Proposals" above. The CITY may request the Highest Scoring Proposer or those Proposers within the Competitive Range to present an oral briefing and discuss the merits and/or deficiencies of their proposal. However, the CITY is under no obligation to enter into discussions or conduct negotiations with a proposer, but can award a contract on the basis of the offer received. The CITY will evaluate each proposal according to how favorable the services offered are to the CITY in light of the pre-established evaluation criteria and Cost Proposal reasonability. At the City's discretion, the Proposers within the Competitive Range may be asked to participate in negotiations and to submit such additional cost, technical, or other revisions to its proposal (or a Best and Final Offer) as may result from negotiations.

10.0 TYPE OF CONTRACT TO BE AWARDED

It is anticipated that the CITY will enter into a Not to Exceed (NTE) contract. The Contract to be utilized is contained in contract section of this Request for Proposal (RFP). Under no circumstances will the Not to Exceed price be exceeded without express prior written approval of the CITY'S Purchasing Agent.

11.0 PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the CITY and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for CITY's consideration, to defend and indemnify the CITY from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

12.0 CITY'S RIGHTS

The CITY may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The CITY reserves the right to:

1. Reject any or all of the proposals.
2. Issue subsequent Requests for Proposals.
3. Cancel the entire Request for Proposal.
4. Remedy technical errors in the Request for Proposal process.
5. Appoint evaluation committees to review proposals.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of particular subcontractors.
8. Establish a short list of proposers eligible for discussions after review of written proposals.
9. Negotiate with any, all, or none of the Proposers.
10. Solicit best and final offers from all or some of the Proposers.
11. Award a contract to one or more Proposers. (Except for Brooks Bill procurements where multiple awards are not allowed).
12. Accept other than the lowest offer.
13. Waive informalities and irregularities in proposals.

This RFP does not commit the CITY to enter into a contract, nor does it obligate the CITY to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

13.0 QUALIFICATIONS OF FIRMS

The CITY reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.

Any person, firm, corporation, Joint Venture, or other interested party that has been compensated by the CITY or a contractor engaged by the CITY for assistance in preparing this RFP Document and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to this RFP.

- The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work.
- The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted

within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.

- Any other requirements as listed in the Scope of Work for this RFP Document

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

The *successful proposer* will be responsible for obtaining a Garden Grove business prior to any work commencing. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073.

PROPOSAL REQUIREMENTS

CONTENTS OF PROPOSAL

1.1 GENERAL FORMAT OF PROPOSAL

The proposal shall constitute the Proposer's plan for completing the Scope of Work. Accordingly the Proposer should present the technical approach demonstrating a well-structured, reasonable Work plan. Proposers should refine and/or expand the Scope of Work in the RFP to reflect the particular plan they would use to perform the Work. Proposers shall address any problems that they envision to be associated with the Work citing specific suggestions for avoiding these problems.

Proposals shall be prepared on bound 8-1/2" x 11" paper, with all text clear of binding.

1.2 PROPOSAL CONTENT

Please use dividers to section off the different areas of the proposal so the information is easy to locate. The Proposal shall have the following components:

- A. **Proposal Letter/Certificate of Acceptance (Pages 12-13)** completed and executed by an authorized representative of the Proposer.
- B. **Bidder/Contractor Statement (Page 14)** this must be submitted with your proposal for your proposal to be considered complete
- C. **Proposal Form (Pages 15-19) EXHIBIT "B"** The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda. The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work. ***All lines of the Proposal Form must be complete or your proposal may be deemed as non-responsive.***
- D. **References**
Please provide five (5) references for the same type of services, preferably government agencies, for a minimum of five (5) consecutive years. Please include the clients name, project description, project/contract dates (starting and ending), client project manager name, email address and telephone number. ***Please make sure that the information provided for your references is current and accurate.*** References will not be considered if information provided is inaccurate. **Please Do Not use the City of Garden Grove as a reference.**

E. Qualification Statement

A qualifications statement indicating general work experience specifically relevant to the Scope of Work as required in the Scope of Work. List any major projects in which your firm has participated (either in a lead or support role and state the degree of involvement). Qualification statements shall be submitted for the Proposer, Subcontractors and Joint Venture partners.

F. Work Plan/Technical Description

The proposal shall include a Work Plan which would delineate the approach Proposer would utilize to complete the Work. The plan shall demonstrate the Proposer's understanding of the scope of services. As stated previously, it should refine and/or expand scope of services to reflect how Proposer would complete the Work. Subcontractors may not be used for these services.

G. Proposed Manpower Analysis

The Manpower Analysis shall include information regarding proposed person hours broken down by tasks that key staff is expected to devote to the Work. The plan should incorporate resumes of one page or less of the designated Project Manager and key project personnel including education, background, related experience, accomplishments and other pertinent information, and no more than two pages for the remaining information. Proposal should include an analysis of other commitments and availability for key staff.

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

RFP No. S-1207

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

COMPANY NAME:

SANDRA SEGAWA, PURCHASING AGENT
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove, per the Scope of Work which is attached as Attachment "A". We the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution, within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. _____

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

_____	_____	_____
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY: _____ (Signature) _____ (Phone Number)

(Type or Print Name)

(Title)

(Email Address)

**BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Please Print (Name & Title of Authorized Representative)

Date

Phone Number

Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: sandras@garden-grove.org. This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove
Attention: Sandra Segawa:
Purchasing Division
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

**PROPOSAL PRICING
RFP NO. S-1207
MULTI-FUNCTION COPIERS
"EXHIBIT B"**

THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Plans and Specifications to: Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove. **HEREBY PROPOSE** to furnish all labor, materials and transportation, and do all the work required to complete work in accordance with the Scope of Work.

DO NOT make any changes to this form or leave any lines blank. Incomplete Proposal Pricing forms will not be considered and may be deemed as non-responsive.

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

The City reserves the right to add and delete services related to this RFP at its discretion.

BY: _____
(Signature) (Phone Number)

(Type or Print Name)

(Title)

(Email Address)

**EXHIBIT "B" (RFP S-1207)
Proposed Equipment and Pricing Options**

Location	Current Equipment Model Name and Number	Proposer's Recommended Equipment			Monthly Base Lease Payment 60 month lease (Option A)	Monthly Base Lease Payment 60 month lease (Option B)	Fair Market Trade In Value
		Model Name and Number	PP M	Monthly Volume Rating			
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Ricoh MP 1357EX				\$	\$	\$
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Ricoh MP C651				\$	\$	\$
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Ricoh MP 1107EX				\$	\$	\$
City Hall-Personnel 2nd Floor 11222 Acacia Parkway	Ricoh MP C5502A				\$	\$	\$
City Hall-City Clerk 2nd Floor 11222 Acacia Parkway	Ricoh MP 6001SP				\$	\$	\$
City Hall-Econ Dev 3rd Floor 11222 Acacia Parkway	Ricoh MP C5502A				\$	\$	\$
City Hall-City Manager 3rd Floor 11222 Acacia Parkway	Ricoh MP 6001SP				\$	\$	\$

EXHIBIT "B" (RFP S-1207)
Proposed Equipment and Pricing Options

Location	Current Equipment Model Name and Number	Proposer's Recommended Equipment			Monthly Base Lease Payment 60 month lease (Option A)	Monthly Base Lease Payment 60 month lease (Option B)	Fair Market Trade In Value
		Model Name and Number	PPM	Monthly Volume Rating			
City Hall-Water 1st Floor 11222 Acacia Parkway	Ricoh MP 601SP				\$	\$	\$
City Hall-Engineering 1st Floor 11222 Acacia Parkway	Ricoh MP C5502A				\$	\$	\$
Community Meeting Center 11300 Stanford Avenue	Ricoh MP 6001SP				\$	\$	\$
Juvenile Justice Center 11301 Acacia Parkway	Ricoh MP 6001SP				\$	\$	\$
Fire Department 11301 Acacia Parkway	Ricoh MP C5502A				\$	\$	\$
Central Stores 13802 Newhope Street	Ricoh MP 6001SP				\$	\$	\$
Police Department (Gang Unit) 11301 Acacia Parkway	Ricoh MP 6001SP				\$	\$	\$

EXHIBIT "B" (RFP S-1207)
Proposed Equipment and Pricing Options

Location	Current Equipment Model Name and Number	Proposer's Recommended Equipment			Monthly Base Lease Payment 60 month lease (Option A)	Monthly Base Lease Payment 60 month lease (Option B)	Fair Market Trade In Value
		Model Name and Number	PPM	Monthly Volume Rating			
Public Works Main Office 13802 Newhope Street	Ricoh MP C5502A				\$	\$	\$
Public Works Portable 13802 Newhope Street	Ricoh MP 6001SP				\$	\$	\$
Police Department (Records) 11301 Acacia Parkway	Ricoh MP 7001SP				\$	\$	\$
Police Department (Records) 11301 Acacia Parkway	Ricoh MP 7001SP				\$	\$	\$
Police Department (2nd Floor) 11301 Acacia Parkway	Ricoh MP C5502A				\$	\$	\$
Police Department (1st Floor Report Writing) 11301 Acacia Parkway	Ricoh MP6504SP				\$	\$	\$
Housing Authority 11277 Garden Grove Blvd	Ricoh MP C3002				\$	\$	\$

EXHIBIT "B" (RFP S-1207)
Proposed Equipment and Pricing Options

Location	Current Equipment	Proposer's Recommended Equipment			Monthly Base Lease Payment 60 month lease (Option A)	Monthly Base Lease Payment 60 month lease (Option B)	Fair Market Trade In Value
		Model Name and Number	PPM	Monthly Volume Rating			
Housing Authority 12966 Euclid St. Suite 150	Canon iR- 2830				\$	\$	\$
Cable TV Production 11277 Garden Grove Blvd	Ricoh MP 2852				\$	\$	\$
Magnolia Family Resource Center 11402 Magnolia Street	Ricoh MP 2852				\$	\$	\$
Buena Clinton Family Resource Center	Ricoh MP2550SPF				\$	\$	\$
Public Works Water Services 13802 Newhope Street	Ricoh C5501				\$	\$	\$
Senior Center 11300 Stanford Avenue	Ricoh C2550				\$	\$	\$

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXXXXXXXXXXXXX** herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of five (5) years from full execution of the agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal Pricing form (Exhibit "B"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.13.1 **AMOUNT.** Total Compensation under this agreement shall be a firm fixed price of \$_____, of which \$_____ is for the _____Year Maintenance Agreement in the amount of \$_____, payable in arrears and in accordance with contractor's proposal (Attachment B). All work shall be in accordance with RFP No. S-1207.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal Pricing (EXHIBIT "B").
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance Requirements**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work until all certificates and endorsements have been received and approved by the CITY. All liability insurance required by this Agreement shall not be cancelled until 30 days advance notice has been provided to the CITY, 10 day notice shall be provided for cancellation due to non-payment of premium.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) and 4.3 (c) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California

Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

b.	(Address of CITY)	(with a copy to):
	City of Garden Grove	Garden Grove City Attorney
	11222 Acacia Parkway	11222 Acacia Parkway
	Garden Grove, CA 92840	Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and

omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
XXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

ATTACHMENT "A"
SCOPE OF WORK
REPLACEMENT OF 27 MULTI-FUNCTION COPIERS
RFP No. S-1207

Provide Twenty-Seven (27) New and Unused Multi-Function Digital Copiers and Related Supplies, Maintenance and Support Services for Various Departments for the City of Garden Grove

1. (Minimum Requirements of all Copiers) All digital copiers shall be capable of the following

- a. producing double-sided prints/copies
- b. automatic stapling system and capable of stapling a minimum of **25** sheets of 8-½ X 11 paper
- c. stacking and finishing capabilities
- d. auto document feeder capable of feeding a minimum amount of **50** sheets of paper
- e. enlarging up to 200%
- f. reducing down to 64%
- g. paper capacity
 - i. 8-½ x 11- minimum of 1,000 sheets of 20lb paper
 - ii. 11 x 17-minimum of 250 sheets of 20 lb paper
- h. adjustable trays needed
- i. ppm of **50** or greater
- j. scanning capability to network drive or email
- k. integrated LAN interface, can be used as a network printer
- l. integrated fax capability (send and receive faxes)
- m. inbound fax to email routing (can be turned off/on)
- n. ability to review inbound queued faxes on computer, then email, print, or delete
- o. per user accounting of color copies/prints on color machines. The City currently uses 6-digit codes to track color usage by user and perform internal chargebacks at cost. Color codes should be able to be stored in the print driver.

2. Maintenance and Support, Warranty

- a. Proposal shall state the warranty period, which shall include parts and labor.
- b. The warranty period shall commence from the date of installation and acceptance of the equipment by the City of Garden Grove.
- c. The maintenance and service agreement shall commence upon expiration of the warranty period.
- d. Vendor shall provide telephone and website support that is available Monday through Friday from 8:00am to 5:00pm.

- e. Vendor shall respond within two hours of receiving a service call to establish an estimated time of arrival.
- f. Vendor shall provide comparable loaner equipment to the City at no charge, if the problem cannot be resolved in five (5) business days.

3. Training

- a. Proposer shall accept as trade-ins the current inventory of existing equipment at fair market value.
- b. The existing equipment will be transferred as is/where is with the Proposer responsible for pick up.
- c. Proposer shall document the fair market value of each individual unit and submit the pricing with the proposal (Exhibit B).
- d. Those attend the Pre-proposal meeting will be allowed to attend a site walk following the pre-proposal meeting to inspect the existing equipment which is located in City Hall. Existing equipment that is located in other locations of the City will be available for inspection by appointment only.

4. Network Technical Requirements

- a. Standard 10/100 Base-TX Ethernet interface for LAN connection
- b. TCP/IP protocol support
- c. Driver support for Windows (7/10/2012 server) and Red Hat Linux
- d. PCL5e/PCL6 required
- e. Adobe Postscript 3 required on certain copiers noted in the Appendix A.

5. Pricing Option A (like kind replacement)

- a. Lease Options
- b. Trade In Value-current inventory for fair market value
 - i. Applied as a credit towards purchase price of new equipment
 - ii. Itemized for each machine
- c. Buy Out of Remaining Lease term of Existing Equipment
- d. Per copy price for black/white and color above specified amount
- e. Delivery Cost
- f. ***All proposers must submit a proposal for Option A and Option B or the proposal may be deemed at non-responsive. The evaluation process will be based on the option that the City selects.***

6. Pricing Option B (all color)

- a. Provide a second pricing option with the same details as Option A, but replacing all black and white copiers with color copiers EXCEPT:
 - i. Two police records copiers
 - ii. Black and White production copiers in Reprographics
- b. ***All proposers must submit a proposal for Option A and Option B or the proposal may be deemed at non-responsive. The***

evaluation process will be based on the option that the City selects.

7. Installation Plan

- a. Time line
- b. Install New
- c. To be delivered to each location
- d. Uninstall and remove old copiers/MFCs
- e. Power Issues to be addressed (for any copiers that require non-standard power outlets, amperage, or voltage)

8. Optional wireless printing from mobile devices (except Reprographics production machines)

- a. Ability to print wirelessly from a nearby mobile device, tablet, or phone
- b. Ability to print from Android, IOS (apple), and Windows mobile devices
- c. Ideally, this would be a walk up feature using WiFi or Bluetooth wireless technology. However, a web/cloud based solution is acceptable depending on cost.
- d. Ability to restrict color printing from mobile devices by requiring an additional code or password
- e. This is a need at several locations, but may not be needed at all locations

9. NSI version 6+ Autostore feature required for several PD copiers

- a. PD currently uses NSI/Nuance Autostore on 3 copiers to allow scanning to specific network folders, saved with specific file names. These files are then imported into the Spillman PD application by another process.
- b. Configuration and installation of Autostore must be done as part of the installation process for these copiers.

10. In addition to the requirements in number 1 above, the two copiers in Police Records shall be capable of the following:

- a. ppm of **75** or greater, black/white only
- b. extended 8-½ x 11 and 11x17 paper capacity of 2,000 sheets

11. In addition to the requirements in number 1 above, the B/W copier in Reprographics shall be capable of the following minimum requirements:

- a. ppm of **120** or greater
- b. extended 8-½ x 11 and 11x17 paper capacity of 5,000 sheets
- c. special paper handling: NCR, up to 110lb. Cover
- d. finishing: folding, booklet trimmer
- e. no fax capability

12. In addition to the requirements in number 1 above, the second B/W copier in Reprographics shall be capable of the following minimum requirements:

- a. ppm of **110** or greater
- b. extended 8-½ x 11 paper capacity of 5,000 sheets
- c. special paper handling: NCR, up to 110lb. cover, 80lb. gloss coat, Kromekote plus cover long 8pt.
- d. no fax capability

13. In addition to the requirements in number 1 above, the full color copier in Reprographics shall be capable of the following minimum requirements:

- a. ppm of **65** or greater
- b. extended 8-½ x 11 paper capacity of 5,000 sheets
- c. special paper handling: NCR, up to 110lb. cover, 80lb. gloss coat, Kromekote plus cover long 8pt.
- d. finishing: folding, booklet trimmer
- e. no fax capability
- f. highly desired but not required feature would be the ability to use colors beyond CMYK, for example, gold, silver, white, clear

14. Trade-In of Existing Photocopiers

- a. Proposer shall accept as trade-ins the current inventory of existing equipment at fair market value.
- b. The existing equipment will be transferred as is/where is with the Proposer responsible for pick up.
- c. Proposer shall document the fair market value of each individual unit and submit the pricing with the proposal (Exhibit B).
- d. Those attend the Pre-proposal meeting will be allowed to attend a site walk following the pre-proposal meeting to inspect the existing equipment which is located in City Hall. Existing equipment that is located in other locations of the City will be available for inspection by appointment only.
- e. Proposer shall de-install and remove the existing equipment at the time of the installation of the new equipment.

15. City's Contract/Terms of Agreement

This RFP document contains a sample City contract (Pages 20-25). This is the contractor that the successful proposer will be required to agree to and sign. Complying with all terms of this RFP is part of the scoring process, however if your company is unable to sign the City's contract, please include a sample of the contract that you would like to the City to review. The City will review the agreement but cannot guarantee that the contractor's agreement will be acceptable or be signed by the City. The City reserves the right to accept or reject the contractor's proposed agreement.

APPENDIX A
COPIER REPLACEMENT LIST

	Location	Copier	Finisher	Serial Number	Avg Vol/Min (12/2/2016)	Approx Meter Reading	IP address	Power	Postscript enabled	Notes
1	City Hall-Repographics 2nd Floor 11222 Acacia Parkway	Ricoh MP 1357EX	SR-5000	V5211100020	81332	4554633	192.168.0.100	240V 20 amp NEMA 6-20R + 120V 20 amp NEMA 5-20R	N	
2	City Hall-Repographics 2nd Floor 11222 Acacia Parkway	Ricoh MP C651	SR-5030	V9025000172	22373	1230494	192.168.0.101 (fey) 192.168.0.109 (copier)	120V 20amp NEMA 5-20R	N	
3	City Hall-Repographics 2nd Floor 11222 Acacia Parkway	Ricoh MP 1107EX	SR-5000	V5111000113	47568	2616225	192.168.0.102	240V 20 amp NEMA 6-20R	N	
4	City Hall-Personnel 2nd Floor 11222 Acacia Parkway	Ricoh MP C5502A	SR-3090	W542L600382	12627	694482	192.168.0.103	120V 20amp NEMA 5-20R	Y	
5	City Hall-City Clerk 2nd Floor 11222 Acacia Parkway	Ricoh MP 6001SP	SR-4030	V6925200537	17137	942527	192.168.0.104	120V 20amp NEMA 5-20R	N	
6	City Hall-Econ Dev 3rd Floor 11222 Acacia Parkway	Ricoh MP C5502A	SR-3090	W542L601029	8187	450311	192.168.0.105	120V 20amp NEMA 5-20R	Y	
7	City Hall-City Manager 3rd Floor 11222 Acacia Parkway	Ricoh MP 6001SP	SR-4030	V6925200530	6208	341462	192.168.0.106	120V 20amp NEMA 5-20R	N	
8	City Hall-Water 1st Floor 11222 Acacia Parkway	Ricoh MP 6001SP	SR-4030	V6925200520	12548	690167	192.168.0.107	120V 20amp NEMA 5-20R	Y	
9	City Hall-Engineering 1st Floor 11222 Acacia Parkway	Ricoh MP C5502A	SR-3090	W542L600505	11383	626061	192.168.0.108	120V 20amp NEMA 5-20R	Y	
10	Community Meeting Center 11300 Stanford Avenue	Ricoh MP 6001SP	SR-4030	V6925101451	1854	101974	192.168.102.19	120V 20amp NEMA 5-20R	N	
11	Juvenile Justice Center 11301 Acacia Parkway	Ricoh MP 6001SP	SR-4030	V6925101513	5169	284293	192.168.3.82	120V 20amp NEMA 5-20R	N	
12	Fire Department 11301 Acacia Parkway	Ricoh MP C5502A	SR-3090	W542L600480	6093	335106	192.168.0.110	120V 20amp NEMA 5-20R	Y	
13	Central Stores 13802 Newhope Street	Ricoh MP 6001SP	SR-4030	V6925300048	541	29769	192.168.100.11	120V 20amp NEMA 5-20R	N	
14	Police Department (Gang Unit) 11301 Acacia Parkway	Ricoh MP 6001SP	SR-4030	V6925200519	4872	267944	192.168.33.37	120V 20amp NEMA 5-20R	N	
15	Public Works Main Office 13802 Newhope Street	Ricoh MP C5502A	SR-3090	W542L01013	4484	246610	192.168.100.12	120V 20amp NEMA 5-20R	Y	
16	Public Works Portable 13802 Newhope Street	Ricoh MP 6001SP	SR-4030	V6925200536	1289	69795	192.168.100.13	120V 20amp NEMA 5-20R	N	
17	Police Department (Records) 11301 Acacia Parkway	Ricoh MP 7001SP	SR-4030	V7025000396	28865	1587591	192.168.3.80	120V 20amp NEMA 5-20R	N	
18	Police Department (Records) 11301 Acacia Parkway	Ricoh MP 7001SP	SR-4030	V7025000406	34266	1884655	192.168.3.81	120V 20amp NEMA 5-20R	N	
19	Police Department (2nd Floor) 11301 Acacia Parkway	Ricoh MP C5502A	SR-3090	W542L601137	11244	618413	192.168.3.84	120V 20amp NEMA 5-20R	Y	
20	Police Department (1st Floor Report Writing) 11301 Acacia Parkway	Ricoh MP6504SP	SR-3140	G195R840069	10602	106015	192.168.3.86	120V 20amp NEMA 5-20R	N	Copier is owned, not part of the lease
21	Housing Authority 11277 Garden Grove Blvd	Ricoh MP C3002	SR-3090	W492L501603	4039	222141	192.168.0.114	120V	Y	
22	Housing Authority 12966 Euclid St. Suite 150	Canon IR-2830	N/A	KJY02128	3207	384862	N/A	120V	N	Copier is owned, not part of the lease
23	Cable TV Production 11277 Garden Grove Blvd	Ricoh MP 2852	SR-3070	W422L500042	346	19034	192.168.0.115	120V	N	Copier is owned, not part of the lease
24	Magnolia Family Resource Center 11402 Magnolia Street	Ricoh MP 2852	SR-3070	W422L501020	3316	182368	192.168.122.99	120V	Y	
25	Buena Clinton Family Resource Center Public Works Water Services 13802 Newhope Street	Ricoh MP2550SPF	SR-3070	M65S5001056	9458	520214	192.168.121.235	120V	N	Copier is owned, not part of the lease
26	Public Works Water Services 13802 Newhope Street	Ricoh C5501	SR-3090	V9615001358	3589	240489	192.168.100.219	120V	N	
27	Senior Center 11300 Stanford Avenue	Ricoh C2550	SR-3090	V2495400682	3230	177637	192.168.102.29	120V	N	Copier is owned, not part of the lease

APPENDIX B

**SAMPLES INSURANCE CERTIFICATES AND
ENDORSEMENTS**

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																				
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE POLICIES BELOW.																				
INSURED																						
INSURED ID:																						
INSURER:																						
<p>COVERAGES</p> <p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED UNDER THE POLICIES DESCRIBED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OF ANY POLICY, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED BELOW MAY BE ISSUED ON OTHER CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.</p>																						
<table border="1"> <thead> <tr> <th>TYPE OF INSURANCE</th> <th>POLICY NUMBER</th> <th>STB</th> </tr> </thead> <tbody> <tr> <td> GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> 100 </td> <td></td> <td> EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ THEFT & VANDALISM (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$ </td> </tr> <tr> <td> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUT SCHEDULED AUT HIRED AUTOS NON-OWNED AU </td> <td></td> <td> COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ </td> </tr> <tr> <td> GARAGE LIABILITY ANY AUTO </td> <td></td> <td> BI \$ AC \$ AC \$ </td> </tr> <tr> <td> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ </td> <td></td> <td> \$ \$ \$ \$ </td> </tr> <tr> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY </td> <td></td> <td> WC STAT \$ EL EACH ACCIDENT \$ EL DISEASE - EMPLOYE \$ EL DISEASE - POLICY LIM \$ </td> </tr> <tr> <td> OTHER Professional Liability & Contractors Pollution Liability </td> <td></td> <td> Each Claim \$ Aggregate \$ Each Claim Deduct. \$ </td> </tr> </tbody> </table>	TYPE OF INSURANCE	POLICY NUMBER	STB	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> 100		EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ THEFT & VANDALISM (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUT SCHEDULED AUT HIRED AUTOS NON-OWNED AU		COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	GARAGE LIABILITY ANY AUTO		BI \$ AC \$ AC \$	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$		\$ \$ \$ \$	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC STAT \$ EL EACH ACCIDENT \$ EL DISEASE - EMPLOYE \$ EL DISEASE - POLICY LIM \$	OTHER Professional Liability & Contractors Pollution Liability		Each Claim \$ Aggregate \$ Each Claim Deduct. \$	<p>Insured Name Should be exactly the same as in contract.</p> <p>Policy Expiration Date Is the policy still current?</p> <p>Policy Number Should be clearly visible and match endorsement</p> <p>Insurance Limits Are the limits correct?</p>
TYPE OF INSURANCE	POLICY NUMBER	STB																				
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> 100		EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ THEFT & VANDALISM (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$																				
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OTHER Professional Liability & Contractors Pollution Liability		Each Claim \$ Aggregate \$ Each Claim Deduct. \$																				
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSION																						
CANCELLATION 10 days NOC for non-payment of premium. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER SHALL NOTIFY THE CERTIFICATE HOLDER WITHIN 10 DAYS TO THE CERTIFICATE HOLDER.																						
CERTIFICATE HOLDER		AUTHORIZED REPRESENTATIVE																				
City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 USA		[Signature]																				
ACORD 25-S (7/97) Katherine		© ACORD CORPORATION 1998																				

Certificate holder must match entity in contract

SAMPLE

Policy number is clearly stated on Commercial General Liability Endorsement.
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City of Garden Grove, it's officers, officials, employees, agents and volunteers.

Information required to complete this Schedule. If not shown above will be shown in the Declaration

Schedule required with listed information

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SAMPLE

Stated as Primary and Non-contributory

~~THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.~~

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

SAMPLE

Very Important:

The endorsement must be primary and non-contributory.
Please clearly show the policy number on the endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

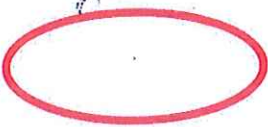
CG-F-65 (08-03)

Policy Number:

Transaction Effective Date

Policy number is clearly stated.
Does it match the insurance certificate?

POLICY NUMBER:



ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – EARLIER NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

NAME: CITY OF GARDEN GROVE

ADDRESS: P.O. BOX 3070 GARDEN GROVE CA 92842

Attention: Risk Management

Schedule required with
listed information

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Policy number is clearly stated on endorsement.
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person of the Coverage Form. If this endorsement changes the below.

Signature required

For the Who Is An Insured Provision of the Coverage Form, unless another date is indicated

Endorsement Effective:	Contract Signed By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

City of Garden Grove, it's officers, officials, employees, agents and volunteers.

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Schedule required with listed information

Policy number is clearly stated on Commercial
General Liability Endorsement.
Does it match the insurance certificate?

POLICY NUMBER: 

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, it's officers, officials, employees, agents and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Schedule required with listed information

Location as stated in Contract

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SAMPLE