



**PROPOSAL DOCUMENTS**

**REQUEST FOR PROPOSAL NO. 23-0519**

**MULTIFUNCTION COPIER LEASE  
AND MAINTENANCE SERVICES**

**CITY OF LAKEWAY  
1102 LOHMANS CROSSING  
LAKEWAY, TX 78734**

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## REQUEST FOR PROPOSAL NO. 23-0519

City of Lakeway is seeking a Contractor to provide multifunction copier lease and maintenance services for the City of Lakeway.

Sealed Proposals will be received at City of Lakeway, City Hall 1102 Lohmans Crossing Road, Lakeway, TX 78734 until **2:00 p.m. (CT) on June 16, 2023**. Any proposals received after the closing time will not be accepted for consideration and will be returned unopened.

All proposals must be clearly marked on the outside with the following: **“RFP No. 23-0519” MULTIFUNCTION COPIER LEASE AND MAINTENANCE SERVICES.**

Proposal documents may be obtained free of charge at the City of Lakeway, 1102 Lohmans Crossing Road, Lakeway, TX 78734, Ruena Victorino, [ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov), or the City’s website at <https://www.lakeway-tx.gov/1291/Purchasing>.

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**CITY OF LAKEWAY**  
**REQUEST FOR PROPOSAL NO. 23-0519**  
**MULTIFUNCTION COPIER LEASE AND MAINTENANCE SERVICES**

**PART 1 – GENERAL REQUIREMENTS**

**1.0 PURPOSE:**

City of Lakeway is seeking for a Contractor to provide multifunction copier lease and maintenance services for the City of Lakeway.

**2.0 PRE-PROPOSAL MEETING:**

- 2.1 A pre-proposal meeting will **not** be hosted for this solicitation.
- 2.2 Questions may be emailed to the Purchasing Coordinator at [ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov) no later than five (5) calendar days prior to the closing date for the Proposal.
- 2.3 Any changes that affect specifications or the scope of service, or that may require an extension to the proposal opening date, will be an amendment to the RFP. Addendum, if any, will be made available through the City's website at <https://www.lakeway-tx.gov/1291/Purchasing>.

**3.0 SUBMISSION OF PROPOSAL:**

- 3.1 The qualifications must be received at the address specified below prior to the deadline. The City will not consider any response to this solicitation that is not received at the address specified by the deadline, regardless of whether it has been received timely at a different department of the City.

The City will receive proposals at the time and location described below.

**June 16, 2023 – 2:00 p.m. (CST)**  
Ruena Victorino, Purchasing Coordinator  
Department of Finance, City of Lakeway  
City Hall 1102 Lohmans  
Lakeway, TX 78734

- 3.2 The City will not acknowledge or consider qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 3.3 Properly submitted qualifications will not be returned to Proposers.
- 3.4 Proposal received after the deadline via mail or hand-delivered will not be considered and will be returned to the proposer, unopened.

## PART II – SCOPE OF WORK

The City of Lakeway seeks a Contractor to provide new commercial grade multifunction copiers and to provide site maintenance services, and supplies.

### **1.0 EQUIPMENT:**

1.1 The Contractor shall provide factory brand new equipment, commercial grade with entirely new components, and in excellent working condition. No used, refurbished demo machines will be accepted.

### **2.0 COST:**

2.1 Cost shall include all insurance, documentation, delivery, installation, training, and removal of equipment at the end of contract term. The City will not pay for the removal of any equipment being replaced for the entire length of the contract. The removal shall be with ten (10) business days after writing notice to remove the equipment.

2.2 An increase to the contract will not be permitted.

### **3.0 TERM:**

The initial contract shall be three (3) years commencing from the notice to proceed date, and the City may request two (2) optional one-year renewals. Prior to expiration of each term, the contract will be renewed automatically under the same terms and conditions as unless either party provides notice to the other party sixty (60) days in advance of the renewal date stating that the party wishes to not renew. The City has the right to determine if a 36-month, 48-month, or a 60-month contract is in the best interest of the City for the award.

### **4.0 SUPPLIES:**

All supplies necessary to operate the copiers with the exception of paper shall be included in the contract. **Supplies are all toners, staples, and wastewater bottles** (if applicable) will be supplied, as needed.

### **5.0 PARTS:**

5.1 All parts shall be included in the Contractor's service coverage. All items are parts and not considered consumable supplies.

5.2 The Contractor must have on hand an adequate supply of repair parts, which enables the Contractor to fulfill service requirements as needed and be carried in stock.

**6.0 NETWORKING:** All copiers must be networked and all must have color scanning capabilities, and allow printing from any desktop computer from within the City's network.

## **7.0 SERVICE REQUIREMENT:**

- 7.1 Except on City holidays, the Contractor shall provide annually, at least one (1) preventative and remedial maintenance services during normal business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday to keep the equipment in good working order. Preventative maintenance will be based on the specific needs of the copier as determined by the manufacturer.
- 7.2 The Contractor will respond to service calls within two (2) hours after notification during normal business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. If the Contractor is unable to be monitored an electronically repair, the Contractor shall do an on-site service repair within four (4) hours during normal working hours. Failure to respond to service calls will be deemed a breach of contract and the City may consider not renewing the contract. All maintenance will be performed by fully trained and certified technicians. All services shall be at no additional cost to the City. Copiers shall remain in the installed locations of the City during repair/or maintenance.
- 7.3 Contractor agrees to replace any faulty machines at Contractor's expense. Faulty means repetitive service calls for the same problem or for a machine not operable. The replacement copier must be identical or better than the faulty machine.
- 7.4 Both remedial and preventive maintenance/service for all units shall be provided based on the manufactures recommended schedule and the manufacturers specific preventative service requirements for the individual unit, including lubrication, necessary equipment adjustments and replacements of all unserviceable parts.

## **8.0 REPLACEMENT AND BACK-UP EQUIPMENT:**

Back-up devices (loaners) are defined as device(s) that will be installed on a temporary basis while the malfunctioning device(s) is repaired or until a replacement device(s) is installed. Back-up equipment will be required after a device has been down for two (2) consecutive business days. Back-up equipment will be replaced within 30 days with the original device or a new replacement of equal capabilities and features to the original device. Back-up equipment may not be new.

## **9.0 RISK OF LOSS OR DAMAGE:**

The City shall be relieved from risks of loss or damage to all equipment leased during the period of transportation, installation, or during the entire term of the equipment is in the possession of the City, except when loss or damage is due to fault or negligence of the City.

## **10.0 DELIVERY:**

The Contractor shall supply and install all equipment necessary to fulfill this contract. Partial deliveries will result in no lease payment being made until all equipment is installed and in working order.

**11.0 WARRANTY INFORMATION:**

The Contractor must submit warranty information and service contract information together with the proposal. Failure to provide such information may be cause for rejection of the proposal. Implied warranty of merchantability and implied warranty of fitness for a particular purpose shall apply to all purchases initiated by this document. The Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental exposes as set forth in the Uniform Commercial Code, which result from either delivery or use of product, which does not meet specifications within this document. The warranty conditions as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the proposed pre-printed forms with this document.

**12.0 TRAINING:**

The Contractor will provide training to key City personnel, including the IT Manager on site and upon equipment installation, at no cost to the City.

**13.0 RELOCATION:**

A copier may be relocated (after initial installation) one (1) time during the period of the contract at no charge to the City. Thereafter, if the City requests to have the same copier to be relocated, the Contractor may bill the City at its current published rate. This does not include copiers replaced due to faulty machines or an upgrade.

### **PART III - EVALUATION FACTORS AND AWARD**

- 1.0 All properly submitted proposals will be reviewed, evaluated, and ranked by the City.
- 2.0 The City will select the most highly qualified proposer(s) of the requested services based on the criteria below and then attempt to negotiate with proposer(s) a contract(s) at a fair and reasonable cost. The Award of a contract will be based on the best value for the City. The proposals will be evaluated using the following criteria and scoring with the maximum points for each criteria. Evaluation factors and associated point values are listed below:

<b>TAB</b>	<b>Evaluation Factor</b>	<b>Maximum Points</b>
1	Contractor Qualifications and Experience	20
2	Proposed Equipment Quality and Performance	25
3	Contractor Approach and Schedule	15
4	Cost	30
5	Contractor Reference	10
	Total Points	100

#### **3.0 Best Value Evaluation and Criteria:**

The City evaluation committee will evaluate and score each proposal submitted. Proposers may be required to make an oral presentation to the evaluation team to further present their qualifications. These presentations will provide the Proposer the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used. If the City and the selected Proposer are unable to negotiate a contract acceptable to the parties, the City will move to the next highest qualified Proposer based on the ranking and repeat the process until a contract is reached or the City elects to reject all Proposers. Should the City award this contract, it shall be made on the basis of demonstrated competence and qualification to perform the services for a fair and reasonable cost.

In addition to the criteria above, the City may evaluate based on the best value for the City, the following considerations:

- Reputation of Proposer and of Proposer's services;
- Quality of the Proposer's past services;
- The extent to which the services meet the City's needs;



- Proposer's past relationship with the City; and
- Any relevant criteria specifically listed in the solicitation.

#### **4.0 Award:**

- 4.1 The contract award, if issued, shall be made to the Contractor whose proposal, in the City's sole discretion, furthers the City's best interests. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Contractor under consideration and the proposal's validity. The contract award shall be made by the City Council.
- 4.2 The City reserves the right to award the contract to the Proposer offering the best value, and not necessarily to the Proposer offering the lowest cost. A Proposal may be evaluated and selected on the basis of reputation, experience, past performance, skill, financial capacity, product quality and features, delivery schedule, quality installation, compatibility with existing equipment, and product service warranty.
- 4.3 After the City's contract award, the City will provide the Contractor with contract documents. After proper contract execution, the Contractor shall return the contract within ten (10) calendar days with the required insurance, and all required documents to the City.

**PART IV - PROPOSAL FORMAT**

**1.0 Proposal Format:**

To achieve a uniform review process and to obtain a maximum degree of comparability, the City requires that proposals be submitted one (1) with a signed master (marked “Original”) and three (3) proposals (marked “Copy”) and one (1) electronic version of the proposal on a flash drive format. Responses shall not exceed fifty (50) pages in length (excluding title page, index/table of contents, work sample attachments, and dividers. Information in excess of the pages allowed will not be evaluated. The Proposal shall be printed on letter-size (8-1/2” x 11”) paper and assembled bound. No loose document will be accepted. One page shall be interpreted as one side of a printed, 8 1/2” X 11” sheet of paper. Responses shall be following the sequential numbering as follows:

<b>TAB #1</b>	<b>Letter of Transmittal:</b>
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- 1.1. Legal name of the company as registered with the Secretary State of Texas.
- 1.2 Address of the office that will be providing services.
- 1.3 Date of the proposal.
- 1.4 Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number, and e-mail address.
- 1.5 A statement explaining why the Proposer believes itself to be best qualified to do the required services. Include a description of the key differentiators that make your company and offerings stand out from your competitors.
- 1.6 The letter of transmittal shall **be signed in permanent ink** by a corporate officer or other individuals who have the authority to bind the firm. The name and title of the individuals(s) signing the proposal shall be clearly shown immediately below the signature.

<b>TAB #2</b>	<b>Contractor Qualifications and Experience:</b>	<b>(20 Points)</b>
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- 2.1 Provide a brief narrative describing your company to include the following:
  - a. History of company
  - b. Services provided
  - c. Service Area
  - d. Years of Experience, and
  - e. Number of Employees

**TAB #3****Proposed Equipment Quality and Performance:****(25 Points)**

- 3.1 Describe the proposed equipment with the following:
- a. Copier overview
  - b. System Functionality
  - c. Technical Specification, and
  - d. System Requirements
- 3.2 Identify the hardware and software required to implement the system:
- e. Equipment (Hardware and Software)
  - f. Implementation Services
  - g. Support
  - h. Maintenance
  - i. Warranty
  - j. Optional Items, and
  - k. Other
- 3.3 Illustrative, descriptive literature, specifications sheet per copier may be included.

**TAB #4****Contract Approach and Schedule:****(15 points)**

- 4.1 Describe your company's technical support system, response and problem resolution procedures.
- 4.2 Provide a work plan with a detailed timeline of installation.
- 4.3 Provide the testing and project risk mitigation to help avoid system downtime.
- 4.4 Provide information of your support service options. Include information about customer support services, trouble reporting, maintenances support phone number and support team.

**TAB #5****Cost:****(30 points)**

- 5.1 Complete the proposed cost in Attachment A. Cost shall include furnishing, delivery, installation, insurance, and other items necessary to complete the equipment.

**TAB #6****Reference:****(10 points)**

- 6.1 Complete Attachment B and list a minimum of three (3) references applicable to Municipal and or Government contracts that have utilized similar services in the past five (5) years.

## PART V - REQUIRED DOCUMENTATIONS

### 1.0 Conflict of Interest Questionnaire:

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:

<https://www.ethics.state.tx.us/forms/conflict/>

**Contractor shall answer each question in the attached Form CIA in relation to the following individuals and submit a completed form and submit with proposal.**

<b>LOCAL GOVERNMENT OFFICER</b>	<b>TITLE</b>
Thomas Kilgore	Mayor
Gretchen Vance	Mayor Pro Tem
Sanjeev Kumar	Councilmember
Louis Mastrangelo	Councilmember
Keith Trecker	Councilmember
Kelly Brynteson	Councilmember
Jennifer Szimanski	Councilmember
Kevin Madison	Presiding Judge
Joseph Molis	City Manager
Ashby Grundman	Assistant City Manager
Jarrold Wise	Communications Director
Aaron Daigle	Director of Finance
Glen Koen	Chief of Police
Chris Bennett	Assistant Police Chief
Erin Carr	Building & Development Services Director
Wendy Askey	Human Resources Director
Andra Bennett	Parks & Recreation Director
Dale Delong	Public Works Director

## **2.0 Form 1295 Certificate of Interested Parties - *Awarded Contractor***

Texas Government Code 2252.908. As required, the Contractor shall complete and file Form 1295, Conflict of Interest Questionnaire for awards that required an action by the City's governing body for goods or services in an amount of \$35,000.00 or more or a contract for more than \$1M before the contract may be signed. The form discloses any interested parties who have a controlling interest of 10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract, if any.

**Contractors who are awarded contracts will be required to submit a signed Form 1295. Please follow the process to create a Form 1295 from the Texas Ethics Commission's website at:**

[https://www.ethics.state.tx.us/filinginfo/1295/index.php#efa\\_collapse](https://www.ethics.state.tx.us/filinginfo/1295/index.php#efa_collapse)

**The “identification number” to be used on Form 1295 for this procurement is RFP 23-0519.**

**A copy of the submitted form must be submitted to the City of Lakeway before a contract is signed.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **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.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



## **PART VI - ADDITIONAL INFORMATION**

### **1.0 TYPE OF CONTRACT:**

Any contract resulting from this solicitation will be in the form of the City's Standard Contract. A sample contract is attached as Attachment C. Proposers should read the sample contract as it contains additional requirements upon award.

### **2.0 NO REIMBURSEMENT FOR COST:**

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this Request for Proposal (RFP) shall be at the sole risk, and responsibility of the proposer.

### **3.0 NON-FUNDING CLAUSE:**

If during the budget planning and adoption, the City Council fails to provide funding for this Contract for the following fiscal year of the City, the City may terminate this Contract after giving the Contractor thirty (30) calendar days' written notice that this Contract is terminated due to the failure to fund it.

### **4.0 LIMITATION OF LIABILITY:**

The City shall not be liable for any expenses Proposers incur in connection with providing a response to this solicitation or for any costs, fees, or lost or foregone profits of unsuccessful offers.

### **5.0 FINANCIAL QUALIFICATIONS OF CONTRACTOR:**

If requested by the City, the Contractor shall be prepared to submit, within five (5) calendar days of the request, a notarized financial statement, financial data or other information and references sufficiently comprehensive to permit an appraisal of their current financial condition.

### **6.0 EXAMINATION OF SOLICITATION DOCUMENTS:**

It is the responsibility of each Proposer, before submitting a proposal to:

- 6.1 Study and carefully examine the scope of services, technical specifications, any special provisions, and contract forms before submitting a proposal.
- 6.2 The submission of a proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the services and as to the requirements of the Contract.
- 6.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the solicitation. The City shall not be responsible or liable for any errors

and/misrepresentations that result from the solicitation which are inadvertently incomplete, ambiguous, consistent, or obviously erroneous.

**7.0 INTERPRETATIONS AND ADDENDA:**

7.1 All questions about the meaning or intent of the proposal documents are to be directed to Purchasing, Department of Finance. Interpretations or clarifications considered necessary by Purchasing, in response to such questions, will be issued by Addenda and will be emailed directly to all attendees of the pre-proposal conference and posted on the City's website.

7.2 Questions received less than five (5) calendar days prior to the due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**8.0 EXAMINATION OF SPECIFICATIONS:**

The Proposer is expected to carefully examine the scope of services, technical specifications, any special provisions, and contract forms before submitting a Proposal. The submission of a proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the Services and as to the requirements of the Contract.

**9.0 FAMILIARITY WITH LAWS:**

The Proposer are assumed to have made themselves familiar with all federal and state laws and all local by-laws, ordinances and regulations which, in any manner, affect those engaged or employed on the service or affect the materials or equipment used in the Service or affect the conduct of the service, and the Proposer, if awarded the Contract, shall be obligated to perform the services in conformity with said laws, bylaws, ordinances, and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance, or regulation, the vendor shall forthwith report it to the City in writing.

**10.0 MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

Proposals may be modified or withdrawn by an appropriate document, duly executed (in the manner that a proposal must be executed), and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

**11.0 CONFIDENTIALITY AND PUBLIC INFORMATION:**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after award. The City will use all reasonable efforts to protect any proprietary and confidential information contained in your proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure. The City strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to the disclosure of any information.

**12.0 RESERVATION OF RIGHTS:**

- 12.1 The City reserves the right, without qualification and at its sole discretion, to accept or reject any or all proposals or to make the award to that Proposer, who, in the opinion of the City, will provide the best value to the City. The City reserves the right to reject any proposals, either in entirety or any portion thereof, for failure to meet any criteria set forth in this solicitation.
- 12.2 The City reserves the right to make an award to other than the lowest cost offered or to the offer representing the best combination of cost and non-cost attributes, in the City's sole judgment, if the City determines that such an award results in the best value to the City and its members.
- 12.3 The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an arrangement with any or all Proposers.
- 12.4 The City reserves the right to revise the solicitation requirements. The City reserves the right to revise the requirements during the solicitation process and any such change may reduce or eliminate the scope of this solicitation.
- 12.5 During all stages of this solicitation process, the City reserves the right to request additional information from individual Proposers or to request all Proposers to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a Proposer even if the submitted information has not been specifically requested as part of this solicitation.
- 12.6 Those who submit a proposal do so without recourse against the City or its members for either rejection of their proposal or for failure to execute an contract for any reason. All offers shall be valid and binding upon the Proposer through contract negotiations and contract execution.

**13.0 EXCUSABLE FAILURE OR DELAY:**

Neither the Contractor nor City shall be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this contract, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

**14.0 TIN REQUIRED:**

Contractor shall provide the City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations, and a statement of entity status in a form satisfactory to the City before any contract funds are payable.

**15.0 SALES AND USE TAXES:**

The City is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the Services. Taxes shall not be included in the Contract Price.

**16.0 BRIBERY CLAUSE:**

Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer, employee of the City, or members of any City Committee.

**17.0 SIGNING OF CONTRACT:**

When the City gives notice of award to the successful Proposer, it will be accompanied by the contract documents. The Contractor shall return the contract, insurance, and all required documents to the City within ten **(10) calendar days**. If the Contractor fails to return an executed contract to the City within the required time, the City has the right to cancel the award and contract.

**PART VII - MINIMUM SPECIFICATIONS**

**ITEM NO. 1 – ONE (1) EACH 60 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: JUSTICE CENTER - COURT**

**HARDWARE:**

- a. Multifunction: Print, Copy, Scan, and Fax
- b. Black & White and Color
- c. Continuous output speed **60 ppm** B/W
- d. Automatic duplex 2-sided copy/scan feature
- e. Memory: Standard: 2 GBPM
- f. HDD: Standard: 320 GBs
- g. Folding bypass tray
- h. Paper three (3) drawers:
  - One tray for 8.5” x 11”
  - One tray universal paper for 8.5” x 11”, 8.5” x 14”, or 11” x 17”
  - One large capacity tray for 8.5” x 11” paper

**SCANNER:**

- i. 1,200 x 1,200 dpi max print resolution
- j. User scan/copy features which include reduce, enlarge, darkness control

**SOFTWARE:**

- k. Easy user friendly control panel
- l. Easy access user directory/address book with configurable quick access directory
- m. Configurable print/copy job presets

**EXTERNAL FINISHER:**

- n. 1,000 Sheet Finisher
- o. Hole punch Finisher feature
- p. Collate and stack feature
- q. Staple unit (50 sheets)

**ITEM NO. 2 – ONE (1) 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: BDS ANNEX**

**HARDWARE:**

- a. Multifunction: Print, Copy, and Scan
- b. Black & White and Color
- c. Continuous output speed **45 ppm** B/W
- d. Automatic duplex 2-sided copy/scan feature
- e. Memory: Standard: 2 GBPM
- f. HDD: Standard: 320 GBs
- g. Folding bypass tray
- h. Paper three (3) drawers:
  - One tray for 8.5” x 11”
  - One tray universal paper for 8.5” x 11”, 8.5” x 14”, or 11” x 17”
  - One large capacity tray for 8.5” x 11” paper

**SCANNER:**

- i. 1,200 x 1,200 dpi max print resolution
- j. User scan/copy features which include reduce, enlarge, darkness control.

**SOFTWARE:**

- k. Easy user friendly menu interface
- l. Easy access user directory/address book with configurable quick access directory
- m. Configurable print/copy job presets
- n. User scan/copy features which include reduce, enlarge, darkness control

**EXTERNAL FINISHER & INTERNAL MULTIFOLD UNIT:**

- o. 1,000 Sheet Finisher
- p. Hole punch Finisher feature
- q. Collate and stack feature
- r. Staple unit (50 sheets)
- s. **Folding options to include Z-fold, Half-Fold, Outer Tri-Fold, and Inner Tr-Fold**

**ITEM NO. 3 – ONE (1) 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: CITY HALL**

**HARDWARE:**

- a. Multifunction: Print, Copy, Scan, and **Fax**
- b. Black & White and Color
- c. Continuous output speed **45 ppm** B/W
- d. Automatic duplex 2-sided copy/scan feature
- e. Memory: Standard: 2 GBPM
- f. HDD: Standard: 320 GBs
- g. Folding bypass tray
- h. Paper three (3) drawers :
  - One paper tray for 8.5” x 11”
  - One tray universal paper for 8.5” x 11”, 8.5” x 14”, or 11” x 17”
  - One large capacity tray for 8.5” x 11” paper

**SCANNER:**

- i. 1,200 x 1,200 dpi max print resolution
- j. User scan/copy features which include reduce, enlarge, darkness control

**SOFTWARE:**

- k. Easy user friendly menu interface
- l. Easy access user directory/address book with configurable quick access directory
- m. Configurable print/copy job presets
- n. User scan/copy features which include reduce, enlarge, darkness control

**INTERNAL FINISHER:**

- o. 500 Sheet – One exit output tray
- p. Hole punch feature
- q. Collate and stack feature
- r. Staple unit (50 sheets)

**ITEM NO. 4 – ONE (1) 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: CITY HALL BDS**

**HARDWARE:**

- a. Multifunction: Print, Copy, and Scan
- b. Black & White and Color
- c. Continuous output speed **45 ppm** B/W
- d. Automatic duplex 2-sided copy/scan feature
- e. Memory: Standard: 2 GBPM
- f. HDD: Standard: 320 GBs
- g. Folding bypass tray
- h. Paper four (4) drawers
  - One tray designated paper for 8.5” x 11”
  - One paper tray for 8.5” x 14”
  - One paper tray for 11” x 17”
  - One large capacity tray for 8.5” x 11” paper

**SCANNER:**

- i. 1,200 x 1,200 dpi max print resolution
- j. User scan/copy features which include reduce, enlarge, darkness control

**SOFTWARE:**

- k. Easy user friendly menu interface
- l. Easy access user directory/address book with configurable quick access directory
- m. Configurable print/copy job presets
- n. User scan/copy features which include reduce, enlarge, darkness control

**EXTERNAL FINISHER:**

- o. 1,000 Sheet Finisher
- p. Hole punch Finisher feature
- q. Collate and stack feature
- r. Staple unit (50 sheets)



**ITEM NO. 5 – ONE (1) EACH 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: LAKEWAY ACTIVITY CENTER**

**HARDWARE:**

- a. Multifunction: Print, Copy, Scan, and **Fax**
- b. Black & White and Color
- c. Continuous output speed **45 ppm** B/W
- d. Automatic duplex 2-sided copy/scan feature
- e. Memory: Standard: 2 GBPM
- f. HDD: Standard: 320 GBs
- g. Folding bypass tray
- h. Paper three (3) drawers:
  - One paper tray for 8.5” x 11”
  - One tray universal paper sizes 8.5” x 11”, 8.5” x 14”, or 11” x 17”
  - One large capacity tray for 8.5” x 11” paper

**SCANNER:**

- i. 1,200 x 1,200 dpi max print resolution
- j. User scan/copy features which include reduce, enlarge, darkness control

**SOFTWARE:**

- k. Easy user friendly menu interface
- l. Easy access user directory/address book with configurable quick access directory
- m. Configurable print/copy job presets
- n. User scan/copy features which include reduce, enlarge, darkness control

**INTERNAL FINISHER:**

- o. 500 Sheet - One exit output tray
- p. Hole punch Finisher feature
- q. Collate and stack feature
- r. Staple unit (50 sheets)

**ITEM NO. 6 – ONE (1) EACH 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: POLICE DEPARTMENT ADMINISTRATION**

**HARDWARE:**

- a. Multifunction: Print, Copy, Scan, and **Fax**
- b. Black & White and Color
- c. Continuous output speed **45 ppm B/W**
- d. Automatic duplex 2-sided copy/scan feature
- e. Memory: Standard: 2 GBPM
- f. HDD: Standard: 320 GBs
- g. Folding bypass tray
- h. Paper four (4) drawers:
  - One tray 8.5” x 11”
  - One tray universal paper for 8.5” x 11”, 8.5” x 14”, or 11” x 17”
  - One tray universal paper for 8.5” x 11”, 8.5” x 14”, or 11” x 17”
  - One tray universal paper for 8.5” x 11”, 8.5” x 14”, or 11” x 17”

**SCANNER:**

- i. 1,200 x 1,200 dpi max print resolution
- j. User scan/copy features which include reduce, enlarge, darkness control
- k. **OCR with blank page removal when on a two-sided scanning**

**SOFTWARE:**

- l. **Dual NIC cards capability on current network.**
- m. Easy user friendly control panel
- n. Easy access user directory/address book with configurable quick access directory
- o. Configurable print/copy job presets

**INTERNAL FINISHER:**

- p. 500 Sheet – One exit output tray
- q. Hole punch Finisher feature
- r. Collate and stack feature
- s. Staple unit (50 sheets)

**ITEM NO. 7 – ONE (1) EACH 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: POLICE DEPARTMENT DISPATCH**

**HARDWARE:**

- a. Multifunction: Print, Copy, Scan, and **Fax**
- b. Black & White and Color
- c. Continuous output speed **45 ppm** B/W
- d. Automatic duplex 2-sided copy/scan feature
- e. Memory: Standard: 2 GBPM
- f. HDD: Standard: 320 GBs
- g. Folding bypass tray
- h. Paper two (2) drawers:
  - One paper tray for 8.5” x 11”
  - One tray universal paper for 8.5” x 11”, 8.5” x 14”, or 11” x 17”

**SCANNER:**

- i. 1,200 x 1,200 dpi max print resolution
- j. User scan/copy features which include reduce, enlarge, darkness control

**SOFTWARE:**

- k. **Dual NIC cards capability on current network.**
- l. Easy user friendly control panel
- m. Easy access user directory/address book with configurable quick access directory
- n. Configurable print/copy job presets

**INTERNAL FINISHER:**

- o. 250 Sheet output
- p. Collate and stack feature
- q. Staple unit (50 sheets)

**ITEM NO. 8 – TWO (2) EACH 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: POLICE DEPARTMENT CID AND PATROL**

**HARDWARE:**

- a. Multifunction: Print, Copy and Scan
- b. Black & White and Color
- c. Continuous output speed **45 ppm** B/W
- d. Automatic duplex 2-sided copy/scan feature
- e. Memory: Standard: 2 GBPM
- f. HDD: Standard: 320 GBs
- g. Folding bypass tray
- h. Paper two (2) drawers:
  - One paper tray for 8.5” x 11”
  - One tray universal paper for 8.5” x 11”, 8.5” x 14”, or 11” x 17”

**SCANNER:**

- i. 1,200 x 1,200 dpi max print resolution
- j. User scan/copy features which include reduce, enlarge, darkness control

**SOFTWARE:**

- k. Dual NIC cards capability on current network.**
- l. Easy user friendly control panel
- m. Easy access user directory/address book with configurable quick access directory
- n. Configurable print/copy job presets

**INTERNAL FINISHER:**

- o. 250 Sheet output
- p. Collate and stack feature
- q. Staple unit (50 sheets)

**ITEM NO. 9 – ONE (1) EACH 25 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: PUBLIC WORKS**

**HARDWARE:**

- a. Multifunction: Print, Copy, Scan, and **Fax**
- b. Black & White and Color
- c. Continuous output speed **25 ppm** B/W
- d. Automatic duplex 2-sided copy/scan feature
- e. Memory: Standard: 2 GBPM
- f. HDD: Standard: 320 GBs
- g. Folding bypass tray
- h. Paper three (3) drawers:
  - One paper tray for 8.5” x 11”
  - One tray universal paper for 8.5” x 11”, 8.5” x 14”, or 11” x 17”
  - One tray 11” x 17”

**SCANNER:**

- i. 1,200 x 1,200 dpi max print resolution
- j. User scan/copy features which include reduce, enlarge, darkness control

**SOFTWARE:**

- k. Easy user friendly control panel
- l. Easy access user directory/address book with configurable quick access directory
- m. Configurable print/copy job presets?

**INTERNAL FINISHER:**

- n. 250 Sheet output
- o. Collate and stack feature
- p. Staple unit (50 sheets)

ATTACHMENT A

PRICE FORM & QUESTIONNAIRE

ITEM NO. 1 – ONE (1) EACH 60 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER

LOCATION: JUSTICE CENTER - COURT

**PROPOSAL:**

Model Name & No. \_\_\_\_\_

Multifunction with Fax Option? \_\_\_\_\_ Yes \_\_\_\_\_ No Pages Per Minute: \_\_\_\_\_

Auto Duplex 2-Sided Copy/Scan Feature? \_\_\_\_\_ Yes \_\_\_\_\_ No Memory: \_\_\_\_\_ GBPM

How Many Paper Drawers? \_\_\_\_\_ External Finisher: \_\_\_\_\_ Sheet Finisher

Hole Punch, Collate and Stack Features \_\_\_\_\_ Yes \_\_\_\_\_ No Staple Unit \_\_\_\_\_ Sheets

**Monthly Lease Payment – Copier and Maintenance: 36 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 48 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 60 Month Contract: \$ \_\_\_\_\_**

Monthly Allowance Black & White Copy with lease per month: \_\_\_\_\_

Monthly Allowance Color Copy with lease per month: \_\_\_\_\_

Overage Cost Per Additional Black & White Page after allowance: \$ \_\_\_\_\_ per copy

Overage Cost Per Additional Color Page after allowance: \$ \_\_\_\_\_ per copy

When is the overage copies billed? \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly

Any other cost to be include per month: \_\_\_\_\_

Are there any exceptions to the specifications listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the exceptions: \_\_\_\_\_

**ITEM NO. 2 – ONE (1) 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: BDS ANNEX**

**PROPOSAL:**

Model Name & No. \_\_\_\_\_

Multifunction: \_\_\_\_\_ Yes \_\_\_\_\_ No      Pages Per Minute: \_\_\_\_\_

Auto Duplex 2-Sided Copy/Scan Feature? \_\_\_\_\_ Yes \_\_\_\_\_ No      Memory: \_\_\_\_\_ GBPM

How Many Paper Drawers? \_\_\_\_\_      External Finisher: \_\_\_\_\_ Sheet Finisher

Hole Punch, Collate and Stack Features \_\_\_\_\_ Yes \_\_\_\_\_ No      Staple Unit? \_\_\_\_\_ Sheets

Folding Options as specified? \_\_\_\_\_ Yes \_\_\_\_\_ No

**Monthly Lease Payment – Copier and Maintenance: 36 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 48 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 60 Month Contract: \$ \_\_\_\_\_**

Monthly Allowance Black & White Copy with lease per month: \_\_\_\_\_

Monthly Allowance Color Copy with lease per month: \_\_\_\_\_

Overage Cost Per Additional Black & White Page after allowance: \$ \_\_\_\_\_ per copy

Overage Cost Per Additional Color Page after allowance: \$ \_\_\_\_\_ per copy

When is the overage copies billed? \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly

Any other cost to be include per month: \_\_\_\_\_

\_\_\_\_\_

Are there any exceptions to the specifications listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the exceptions: \_\_\_\_\_

\_\_\_\_\_

**ITEM NO. 3 – ONE (1) 45 PAGE PER MINUTE (PPM)**  
**COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: CITY HALL**

**PROPOSAL:**

Model Name & No. \_\_\_\_\_

Multifunction with Fax Option? \_\_\_\_\_ Yes \_\_\_\_\_ No      Pages Per Minute: \_\_\_\_\_

Auto Duplex 2-Sided Copy/Scan Feature? \_\_\_\_\_ Yes \_\_\_\_\_ No      Memory: \_\_\_\_\_ GBPM

How Many Paper Drawers? \_\_\_\_\_ Internal Finisher: \_\_\_\_\_ Sheet Finisher

Hole Punch, Collate and Stack Feature \_\_\_\_\_ Yes \_\_\_\_\_ No      Staple Unit? \_\_\_\_\_ Sheets

**Monthly Lease Payment – Copier and Maintenance: 36 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 48 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 60 Month Contract: \$ \_\_\_\_\_**

Monthly Allowance Black & White Copy with lease per month: \_\_\_\_\_

Monthly Allowance Color Copy with lease per month: \_\_\_\_\_

Overage Cost Per Additional Black & White Page after allowance: \$ \_\_\_\_\_ per copy

Overage Cost Per Additional Color Page after allowance: \$ \_\_\_\_\_ per copy

When is the overage copies billed? \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly

Any other cost to be include per month: \_\_\_\_\_

\_\_\_\_\_

Are there any exceptions to the specifications listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the exceptions: \_\_\_\_\_

\_\_\_\_\_



**ITEM NO. 4 – ONE (1) 45 PAGE PER MINUTE (PPM)**  
**COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: CITY HALL BDS**

**PROPOSAL:**

Model Name & No. \_\_\_\_\_

Multifunction? \_\_\_\_\_ Yes \_\_\_\_\_ No      Pages Per Minute: \_\_\_\_\_

Auto Duplex 2-Sided Copy/Scan Feature? \_\_\_\_\_ Yes \_\_\_\_\_ No      Memory: \_\_\_\_\_ GBPM

How Many Paper Drawers? \_\_\_\_\_ External Finisher: \_\_\_\_\_ Sheet Finisher

Hole Punch, Collate and Stack Feature \_\_\_\_\_ Yes \_\_\_\_\_ No      Staple Unit? \_\_\_\_\_ Sheets

**Monthly Lease Payment – Copier and Maintenance: 36 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 48 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 60 Month Contract: \$ \_\_\_\_\_**

Monthly Allowance Black & White Copy with lease per month: \_\_\_\_\_

Monthly Allowance Color Copy with lease per month: \_\_\_\_\_

Overage Cost Per Additional Black & White Page after allowance: \$ \_\_\_\_\_ per copy

Overage Cost Per Additional Color Page after allowance: \$ \_\_\_\_\_ per copy

When is the overage copies billed? \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly

Any other cost to be include per month: \_\_\_\_\_

\_\_\_\_\_

Are there any exceptions to the specifications listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the exceptions: \_\_\_\_\_

\_\_\_\_\_

**ITEM NO. 5 – ONE (1) EACH 45 PAGE PER MINUTE (PPM)**  
**COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: LAKEWAY ACTIVITY CENTER**

**PROPOSAL:**

Model Name & No. \_\_\_\_\_

Multifunction with Fax Option? \_\_\_\_\_ Yes \_\_\_\_\_ No      Pages Per Minute: \_\_\_\_\_

Auto Duplex 2-Sided Copy/Scan Feature? \_\_\_\_\_ Yes \_\_\_\_\_ No      Memory: \_\_\_\_\_ GBPM

How Many Paper Drawers? \_\_\_\_\_ Internal Finisher: \_\_\_\_\_ Sheet Finisher

Hole Punch, Collate and Stack Feature \_\_\_\_\_ Yes \_\_\_\_\_ No      Staple Unit? \_\_\_\_\_ Sheets

**Monthly Lease Payment – Copier and Maintenance: 36 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 48 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 60 Month Contract: \$ \_\_\_\_\_**

Monthly Allowance Black & White Copy with lease per month: \_\_\_\_\_

Monthly Allowance Color Copy with lease per month: \_\_\_\_\_

Overage Cost Per Additional Black & White Page after allowance: \$ \_\_\_\_\_ per copy

Overage Cost Per Additional Color Page after allowance: \$ \_\_\_\_\_ per copy

When is the overage copies billed? \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly

Any other cost to be include per month: \_\_\_\_\_

Are there any exceptions to the specifications listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the exceptions: \_\_\_\_\_

**ITEM NO. 6 – ONE (1) EACH 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: POLICE DEPARTMENT ADMINISTRATION**

**PROPOSAL:**

Model Name & No. \_\_\_\_\_

Multifunction with Fax Option? \_\_\_\_\_ Yes \_\_\_\_\_ No      Pages Per Minute: \_\_\_\_\_

Auto Duplex 2-Sided Copy/Scan Feature? \_\_\_\_\_ Yes \_\_\_\_\_ No      Memory: \_\_\_\_\_ GBPM

Scanner: OCR with Blank Page Removal? \_\_\_\_\_ Yes \_\_\_\_\_ No

Software: Dual NIC Cards Compatibility with Current Network? \_\_\_\_\_ Yes \_\_\_\_\_ No

How Many Paper Drawers? \_\_\_\_\_ Internal Finisher: \_\_\_\_\_ Sheet Finisher

Hole Punch, Collate and Stack Feature \_\_\_\_\_ Yes \_\_\_\_\_ No      Staple Unit? \_\_\_\_\_ Sheets

**Monthly Lease Payment – Copier and Maintenance: 36 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 48 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 60 Month Contract: \$ \_\_\_\_\_**

Monthly Allowance Black & White Copy with lease per month: \_\_\_\_\_

Monthly Allowance Color Copy with lease per month: \_\_\_\_\_

Overage Cost Per Additional Black & White Page after allowance: \$ \_\_\_\_\_ per copy

Overage Cost Per Additional Color Page after allowance: \$ \_\_\_\_\_ per copy

When is the overage copies billed? \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly

Any other cost to be include per month: \_\_\_\_\_

\_\_\_\_\_

Are there any exceptions to the specifications listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the exceptions: \_\_\_\_\_

\_\_\_\_\_

**ITEM NO. 7 – ONE (1) EACH 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: POLICE DEPARTMENT DISPATCH**

**PROPOSAL:**

Model Name & No. \_\_\_\_\_

Multifunction with Fax Option? \_\_\_\_\_ Yes \_\_\_\_\_ No      Pages Per Minute: \_\_\_\_\_

Auto Duplex 2-Sided Copy/Scan Feature? \_\_\_\_\_ Yes \_\_\_\_\_ No      Memory: \_\_\_\_\_ GBPM

Software: Dual NIC Cards Compatibility with Current Network? \_\_\_\_\_ Yes \_\_\_\_\_ No

How Many Paper Drawers? \_\_\_\_\_ Internal Finisher: \_\_\_\_\_ Sheet Finisher

Collate and Stack Feature \_\_\_\_\_ Yes \_\_\_\_\_ No      Staple Unit? \_\_\_\_\_ Sheets

**Monthly Lease Payment – Copier and Maintenance: 36 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 48 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 60 Month Contract: \$ \_\_\_\_\_**

Monthly Allowance Black & White Copy with lease per month: \_\_\_\_\_

Monthly Allowance Color Copy with lease per month: \_\_\_\_\_

Overage Cost Per Additional Black & White Page after allowance: \$ \_\_\_\_\_ per copy

Overage Cost Per Additional Color Page after allowance: \$ \_\_\_\_\_ per copy

When is the overage copies billed? \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly

Any other cost to be include per month: \_\_\_\_\_

\_\_\_\_\_

Are there any exceptions to the specifications listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the exceptions: \_\_\_\_\_

\_\_\_\_\_

**ITEM NO. 8 – TWO (2) EACH 45 PAGE PER MINUTE (PPM)  
COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: POLICE DEPARTMENT CID AND PATROL**

**PROPOSAL:**

Model Name & No. \_\_\_\_\_

Multifunction with Fax Option? \_\_\_\_\_ Yes \_\_\_\_\_ No      Pages Per Minute: \_\_\_\_\_

Auto Duplex 2-Sided Copy/Scan Feature? \_\_\_\_\_ Yes \_\_\_\_\_ No      Memory: \_\_\_\_\_ GBPM

Software: Dual NIC Cards Compatibility with Current Network? \_\_\_\_\_ Yes \_\_\_\_\_ No

How Many Paper Drawers? \_\_\_\_\_ Internal Finisher: \_\_\_\_\_ Sheet Finisher

Collate and Stack Feature \_\_\_\_\_ Yes \_\_\_\_\_ No      Staple Unit? \_\_\_\_\_ Sheets

**Monthly Lease Payment – Copier and Maintenance: 36 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 48 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 60 Month Contract: \$ \_\_\_\_\_**

Monthly Allowance Black & White Copy with lease per month: \_\_\_\_\_

Monthly Allowance Color Copy with lease per month: \_\_\_\_\_

Overage Cost Per Additional Black & White Page after allowance: \$ \_\_\_\_\_ per copy

Overage Cost Per Additional Color Page after allowance: \$ \_\_\_\_\_ per copy

When is the overage copies billed? \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly

Any other cost to be include per month: \_\_\_\_\_

\_\_\_\_\_

Are there any exceptions to the specifications listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the exceptions: \_\_\_\_\_

\_\_\_\_\_

**ITEM NO. 9 – ONE (1) EACH 25 PAGE PER MINUTE (PPM)**  
**COLOR LASER MULTIFUNCTION COPIER**

**LOCATION: PUBLIC WORKS**

**PROPOSAL:**

Model Name & No. \_\_\_\_\_

Multifunction with Fax Option? \_\_\_\_\_ Yes \_\_\_\_\_ No      Pages Per Minute: \_\_\_\_\_

Auto Duplex 2-Sided Copy/Scan Feature? \_\_\_\_\_ Yes \_\_\_\_\_ No      Memory: \_\_\_\_\_ GBPM

How Many Paper Drawers? \_\_\_\_\_ External Finisher: \_\_\_\_\_ Sheet Finisher

Collate and Stack Feature \_\_\_\_\_ Yes \_\_\_\_\_ No      Staple Unit? \_\_\_\_\_ Sheets

**Monthly Lease Payment – Copier and Maintenance: 36 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 48 Month Contract: \$ \_\_\_\_\_**

**Monthly Lease Payment: Copier and Maintenance: 60 Month Contract: \$ \_\_\_\_\_**

Monthly Allowance Black & White Copy with lease per month: \_\_\_\_\_

Monthly Allowance Color Copy with lease per month: \_\_\_\_\_

Overage Cost Per Additional Black & White Page after allowance: \$ \_\_\_\_\_ per copy

Overage Cost Per Additional Color Page after allowance: \$ \_\_\_\_\_ per copy

When is the overage copies billed? \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly

Any other cost to be include per month: \_\_\_\_\_

\_\_\_\_\_

Are there any exceptions to the specifications listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the exceptions: \_\_\_\_\_

\_\_\_\_\_

**CITY OF LAKEWAY**

**ATTACHMENT B**

**COMPANY REFERENCES**

List three (3) awards with whom you have performed similar services during the past five (5) years. The City may contact the Proposer's references at any time during evaluation.

**REFERENCE NO. 1:**

Firm: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description of Services provided: \_\_\_\_\_

---

**REFERENCE NO. 2:**

Firm: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description of Services provided: \_\_\_\_\_

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**REFERENCE NO. 3:**

Firm: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description of Services provided: \_\_\_\_\_

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**CITY OF LAKEWAY  
REQUEST FOR PROPOSAL NO. 23-0519  
MULTIFUNCTION COPIER LEASE AND MAINTENANCE SERVICES**

**ATTACHMENT C**

**SAMPLE CONTRACT**

This agreement, made and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **City of Lakeway, Texas** (“City”) and \_\_\_\_\_ (“Contractor”). The City and the Contractor for the consideration stated herein agree as follows:

**SECTION 1.0 SCOPE OF SERVICES:**

- 1.1 The Contractor hereby agrees to provide the City of Lakeway Multifunction Copier Lease and Maintenance Services, in accordance with the terms and conditions, and requirements as specified in the Request for Proposal No. 0519, which are not attached hereto but is incorporated by reference into this Contract for all purposes.
- 1.2 The City will receive the following services: See attached – Proposed Cost - Attachment A

**SECTION 2.0 GENERAL REQUIREMENTS:**

- 2.1 Contractor shall furnish all labor, materials, equipment, supervision, supplies, and incidentals for performing the furnishing and delivery of the multifunction copier lease and maintenance in accordance with this Contract.
- 2.2 The Contractor shall ensure that it performs only those services for which it is adequately equipped and staffed and that its employees perform only services for which they are adequately trained and licensed, if required.
- 2.3 The Contractor agrees to employ only orderly and competent workers, skillful in performance of the type of work required under this contract. Contractor and their employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on City property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. If the City notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from performing work under this contract, and may not employ such worker again, under this Contract, without the City’s prior written consent.
- 2.4 The Contractor shall provide and pay for all materials, equipment, labor, transportation, fuel, and incidentals necessary for the furnishing, performance, and completion of the Contract.



- 2.5 The Contractor shall provide supervision to assure that all work will be done in accordance with this agreement. The Contractor will designate personnel to communicate with City staff regarding the performance of services as set forth in this agreement.
- 2.6 The Contractor shall, at all times, be vigilant against damage to existing equipment and facilities. The Contractor shall notify the City of such damage.
- 2.7 Contractor shall be responsible for loss or damage to property or bodily injury resulting from negligent acts of the Contractor or his work force.
- 2.8 Contractor shall be responsible for all required payroll taxes and related costs including, but not limited to, overtime, Social Security, employment insurance, and Worker's Compensation insurance.
- 2.9 All work shall be done by Contractor's employees who are covered by all applicable insurance coverage. No work shall be done, pursuant to this agreement, by the subcontractor without the written consent of the City.
- 2.10 Contractor shall possess all licenses and permits required to perform the work. All work is to be done in accordance with any applicable codes, ordinances and regulations.
- 2.11 All work shall be scheduled and completed in a manner that will ensure the minimum disturbance to City staff at each Work site.
- 2.12 The Contractor's employees will observe all OSHA regulations, including the use of personal protective equipment. All equipment will be properly maintained and kept in a safe operating condition.

### **SECTION 3.0 CONTRACT TERMS:**

- 3.1 The Contract will become effective on the date of the contract execution ("Effective Date" for a minimum of three (3) years, with two (2) optional one-year renewals. Renewal is predicated on sufficient budgetary allocation by the City Council for the renewal of the Contract. City Council shall be under no obligation to make such budgetary allocation.
- 3.2 Any Work outside the scope of. is Contract must be in writing and authorized, in advance, by the City.
- 3.3 Any variations from this Contract must be in writing and agreed upon by both the City and the Contractor.
- 3.4 In the event that additional or removed services, the Contractor may give the City a revised price in writing. The City shall have thirty (30) days to accept or reject the price revision.

- 3.5 Neither the City or Contractor shall be held responsible for the failure or delay in delivery or acceptance of Work where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this Contract, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

#### **SECTION 4.0 AUTHORITY OF ASSISTANT CITY MANAGER:**

- 4.1 All work shall be done under supervision of the Assistant City Manager and/or the City's authorized designee and to his/her satisfaction. The Assistant City Manager and/or authorized designee will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the Work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- 4.2 The Assistant City Manager and/or authorized designee will have the authority to suspend the Work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the performance of the Work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled to any additional payments arising out of any such suspensions.

#### **SECTION 5.0 PAYMENT TERMS:**

- 5.1 City agrees to pay Contractor for the work performed under this Contract, and Contractor agrees to accept, as his full and only compensation thereof, a sum of **\$ (Per Award)** to be paid on the following terms: Each payment will be based on the receipt of a monthly invoice from the Contractor which details of the previous month with the following:

- a. Invoice date and invoice
- b. Location address
- c. Make, model, and serial number
- d. Number of black and white copies
- e. Number of color copiers
- f. Current and previous reading
- g. Date of meter reading

Invoices shall be mailed to the City of Lakeway **and** emailed to: [accountspayable@lakeway-tx.gov](mailto:accountspayable@lakeway-tx.gov).

- 5.2 If the Contractor fails to perform any of its obligations under this Contract or any other agreement between the City and the Contractor, including its obligation to the City to pay any subcontractor or workmen or other person which arises out of or in connection with the performance of this contract or any other agreement with the City, then the City shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the City Manager of the City or designee may deem ample to protect the City against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the City Manager may deem proper to secure such protection or satisfy such claims. The City shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the City Manager of the City or designee may deem ample for charges related to comprehensive support or projects that were not performed at acceptable standards during initial set-up or implementation and “call-back” service was required.
- 5.3 This agreement may be terminated at any time by the City or the Contractor upon receipt of thirty (30) days’ prior written notice.
- 5.4 Any Work outside the scope of this Contract must be in writing and authorized, in advance, by the City.
- 5.5 Any variations to this Contract must be in writing and agreed upon by both the City and the Contractor.
- 5.6 In the event that a service is added/removed, Contractor may give the City a revised price and the additional/remaining portfolio in writing. The City shall have thirty (30) days to accept/reject the price revision.

## **SECTION 6.0 INSURANCE:**

- 6.1 Insurance required by the Contract shall be obtained from an insurance company that is licensed by the State of Texas and authorized to issue insurance policies for the limits and coverages required by the Agreement.
- 6.2 Contractor must provide a certificate of insurance to the City prior to being awarded the Contract within ten (10) days of the notice of award.
- 6.3 Contractor shall provide a certificate of insurance evidencing coverage of \$1,000,000 aggregate and \$1,000,000 each occurrence for:
- a. Comprehensive General Liability
  - b. Automobile Liability
  - c. Worker’s Compensation
- 6.4 The City of Lakeway and the Project name shall be listed as **Additional Insured** on the insurance certificate. If the coverage period shown on the Contractor’s current certificate of insurance ends during the duration of the Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of insurance with the City showing that coverage

has been extended. The Contractor shall retain all required certificates of insurance for the duration of the Contract and shall provide them to the City as requested.

- 6.5 If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of Insurance with the City showing that coverage has been extended. Contractor shall retain all required certificates of insurance for the duration of the Contract.
- 6.6 By signing this Contract or providing or causing to be provided a certificate of insurance, Contractor is representing to the City that all employees of the Contractor, who will provide services on the Contract, will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to penalties.
- 6.7 Contractor must maintain any other employer insurance required to be in compliance with statutory requirements. Contractor will furnish to the City a certificate of insurance for the above and the insurance company will show that it agrees to give the City ten (10) days' notice on any cancellation or material changes in the policies.
- 6.8 Contractor's failure to comply with any of these provisions is a breach of the contract by the Contractor which entitles the City to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

## **SECTION 7.0 INDEMNITY:**

- 7.1 **To the extent permitted by applicable law, the Contractor and its agents, partners, employees, and Contractors (collectively "Indemnitors") shall and do agree to indemnify, enterprises, representatives of the City, and their respective officers, directors, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this Contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article**

shall not be construed to eliminate or reduce any other indemnification or right which the City or any of the Indemnitees has by law.

- 7.2 Contractor shall protect and indemnify the City from and against all claims, damages, judgments, and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Contractor, or by the City at the direction of Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the City shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of the City's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the City agrees to cooperate reasonably with the Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.
- 7.3 The indemnities contained herein shall survive the termination of any Contract or purchase order for any reason whatsoever.

#### **SECTION 8.0 THE CITY'S RESPONSIBILITIES:**

- 8.1 Aside from the City Manager, the City shall issue all communications to the Contractor through the Assistant City Manager.
- 8.2 The City is not responsible for any failure of the Contractor to comply with laws and regulations applicable to furnishing or performing the Contract. The City is not responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract documents. Failure or omission of the City to discover, or object to or condemn any defective Work or material shall not release the Contractor from the obligation to properly and fully perform the Contract.
- 8.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of Work.
- 8.4 Should the City suffer injury or damage to person or property because of any error, omission or act of the Contractor or of any of the Contractor's employees or agents or others for whose acts the Contractor is liable, a claim will be made to the other party within thirty (30) days of receiving notice of the event giving rise to such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

#### **SECTION 9.0 MISCELLANEOUS**

- 9.1 In the event of any suit at law or inequity involving the Contract, venue shall be in Travis County, Texas and the laws of the state of Texas shall apply to the interpretation and enforcement of the Contract.

- 9.2 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.
- 9.3 Except as otherwise provided herein, the rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.
- 9.4 If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only affect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.
- 9.5 The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

This agreement, together with the documents and exhibits above-mentioned, and all documents are fully a part of this contract as if attached to it or herein repeated.

**THE CITY OF LAKEWAY:**

\_\_\_\_\_  
Joseph Molis, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jo Ann Touchstone, City Secretary

**CONTRACTOR:**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Numbers:

Office: \_\_\_\_\_

Cell: \_\_\_\_\_

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

Federal Taxpayer Identification Number:

\_\_\_\_\_  
*Contractor will be required to complete a W-9 and provide a Certificate of Insurance to the City of Lakeway in accordance with this Contract prior to starting work.*