

It is the bidder's responsibility to ensure that the most complete and current version of the bid document has been downloaded or otherwise obtained, including any addenda. Amended bids received without the applicable addenda will be rejected as incomplete

ADDENDUM NO. 1
(Page 1 of 2)

To the Specifications For

LEASE OF PHOTOCOPIERS
BID NO. 007-03

Issued by
City of El Cajon
El Cajon, California

Specifications shall be revised by additions to, deletions from and changes as stated in this ADDENDUM, insofar as original specifications are in variance with this ADDENDUM, this ADDENDUM shall govern:

Item 1-Copier Specifications Page 12 and 13 is amended to read as follows:

DELETE: "To be considered, equipment must be listed on the State of California Digital Office Copiers Accepted Brands List, latest edition (June 2002, until superseded). Where a copier is marketed under more than one name and model, listing of any designation of the copier qualifies all designations of the copier."

5. **PAPER SOURCES:** Minimum of three sizes on line 500/500/1,000. Copier must feed from the required number of sources automatically. Copier must also include optional Large Capacity Tray with a minimum of 3,500 sheet capacity.

6. **PAPER WEIGHTS:** 17-lb. Bond to 110-lb. Index

7. **BYPASS FEEDER:** Delete – not required.

16. **COPIER MEMORY:** 196 MB RAM, 6GB Hard Disk

15. **SCAN/COPY RESOLUTION:** 600 x 600dpi/600 x 600 dpi

19. **FINISHER:** Minimum three position stapling finisher. Minimum stapling capacity: 100 Sheets Letter. Minimum 3,000 sheets total capacity.

Revised **COPIER SPECIFICATION SHEET – ITEM 1** (Page 14 & 15 is attached)

Item 2-Copier Specifications Page 17 is amended to read as follows:

DELETE: "To be considered, equipment must be listed on the State of California Digital Office Copiers Accepted Brands List, latest edition (June 2002, until superseded). Where a copier is marketed under more than one name and model, listing of any designation of the copier qualifies all designations of the copier."

6. **PAPER WEIGHTS:** 17-lb. Bond to 110-lb. Index

This ADDENDUM to be incorporated in and become part of the bid.

**ADDENDUM NO. 1
(Page 2 of 2)**

To the Specifications For

**LEASE OF PHOTOCOPIERS
BID NO. 007-03**

Issued by
City of El Cajon
El Cajon, California

This ADDENDUM NO. 1 must be acknowledged and attached to your bid when submitted.

/s/ Colin Dawson
Colin Dawson
Purchasing Agent
Dated: August 13, 2002

I ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1

Bidder's Signature

Company

COPIER SPECIFICATION SHEET – ITEM 1

Note: If bidding more than one model copier please make additional copies of the bid form for each copier.

Work Category 9 Digital photocopier as specified.

FEATURE	COMPLIANCE/EXCEPTION
Speed 85 cpm minimum	
Reduction/Enlargement 25-400% (Specify presets)	
Automatic and Manual exposure control, photo mode	
Copy from and to all 4 paper sizes	
On-line paper capacity	
Edge-to-edge copying (Specify void areas and size)	
SADF/RADF (specify capacity)	
Book Copy	
Auto Duplex (1:2, 2:2, 2:1)	
Standby mode	
Copy interrupt/resume	
Energy Star Compliant	
Scan/Copy Resolution	
Copier Memory	
Connectivity	

Large Capacity Tray (Specify Capacity)

Finisher

NOTICE INVITING SEALED BIDS

The City of El Cajon is inviting Sealed Bids for the provision of the following:

LEASE OF PHOTOCOPIERS

Information regarding bid forms and other matters pertaining to same may be obtained from the Finance Department, 200 East Main Street, El Cajon, California. All bids shall be delivered to the Purchasing Division of the City of El Cajon on or before August 21, 2002 at the hour of 11:30 am at the above address. The City reserves the right to reject any and all proposals or bids, should it deem this necessary for the public good, and also the bid of any bidder who has been delinquent or unfaithful in any former contract with the City of El Cajon.

/s/ Colin Dawson
Purchasing Agent

Dated: August 8, 2002

CITY of EL CAJON
PURCHASING DIVISION



INVITATION TO BID
FOR
LEASE OF PHOTOCOPIERS

BID NUMBER: 007-03

DUE: 11:30 A.M. AUGUST 21, 2002

City of El Cajon

PURCHASING DIVISION

200 E. Main Street
 El Cajon, CA 92020
 (619) 441-1715

BID FORM

BID NUMBER: 007-03

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>PHOTOCOPIER EQUIPMENT PER THE ATTACHED BID SPECIFICATIONS</p> <p>ENTER PRICING ON ENCLOSED BID FORMS</p> <p>TO BE COMPLETE YOUR BID <u>MUST</u> INCLUDE THE FOLLOWING PAGES/DOCUMENTS, WITH ALL REQUIRED INFORMATION PROVIDED:</p> <ul style="list-style-type: none"> * BID FORM (THIS PAGE), COMPLETED AND SIGNED * COPIER SPECIFICATION SHEET (PAGES 13, 14, 18 & 19), COMPLETED * BID PRICING FORM (PAGES 15, 20, 21 & 22) COMPLETED * DESCRIPTIVE LITERATURE/SPECIFICATIONS * COPY OF WARRANTY TERMS AND CONDITIONS 		

THE FOLLOWING INFORMATION MUST BE FILLED IN

FOB	SHIPPING POINT	PROPOSED METHOD OF SHIPMENT	NUMBER OF DAYS FOR DELIVERY	PAYMENT TERMS
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To the City Council of the City of El Cajon:

Pursuant to and in compliance with the Notice Inviting Sealed Bids, the undersigned bidder hereby proposes and agrees to provide LEASE OF PHOTOCOPIERS, in accordance with the bid specifications, instructions, and conditions, in the time, form, and manner provided by law at the bid price herein.

Bids must be signed by a responsible authorized officer or employee. Unsigned bids will be rejected. Each sheet, where specified, must be signed or initialed by person submitting bid.

The names of all persons, firms and corporations interested in the foregoing proposal as principals are as follows:

The undersigned is/are prepared to satisfy the City Council of the City of El Cajon of their ability, financial or otherwise, to provide the items listed above in accordance with the specifications set forth in the bid.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	PRINTED NAME OF SIGNER	DATE
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Vendor _____

Address _____

City, State, Zip: _____

Telephone: _____

Fax: _____

Tax I.D. Number: _____

GENERAL CONDITIONS

1. GENERAL INFORMATION - The Purchasing Agent of the City of El Cajon, California, will receive at his office at City Hall, 200 East Main Street at 11:30 am on August 21, 2002 bid responses for City of El Cajon Bid No. 007-03. Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms will be available and may be secured by prospective bidders at the office of the Purchasing Agent. Bids shall be written in ink or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

2. FORM OF BID - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs or a letter. Letters repeating prices and details from the City's specifications must be omitted.

3. INTERPRETATION OF BIDS - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the Purchasing Agent a written request for an interpretation thereof prior to the bid opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

4. ADDENDA - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

5. BID DELIVERY - Bids shall be delivered to the Purchasing Agent of the City of El Cajon on or before the day and hour set for the opening of bids in the published NOTICE TO BIDDERS. Each bid shall be enclosed in a separate sealed envelope bearing the description of the bid call, the bid number, the name of the bidder, and the date and hour of the bid opening. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. Due to the complexity of calculating the life cycle cost it is not practical to have a "reading" of the bids at the formal bid opening. The bids will be tallied as quickly as possible after the bid opening, and the results will be posted on the City website at location http://216.122.246.178/dept/finance_bids.asp

6. LATE BIDS - Any bids received after the scheduled time of opening will be clocked in and returned unopened to the bidder.

7. NO BID - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise vendor's name will be removed from the bidders list.

8. AWARD OR REJECTION - The bid will be awarded to the lowest responsible bidder. The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to award. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

9. TERMS AND CONDITIONS - The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be

considered. Conditional bids cannot be accepted.

10. ALTERNATES - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City of El Cajon.

11. PAYMENT TERMS - Must be indicated by filling in blanks in upper right corner of bid form. Cash discounts of less than 20 days will be considered net.

12. FOB POINT - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.

13. BRAND NAMES - The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Notwithstanding the foregoing, the City may impose additional restrictions in the Specifications section of these documents.

14. TAX - No bid shall include federal excise tax, inasmuch as the City is exempt and will furnish exemption certificates upon request. Bids shall not include state sales or use tax. The City will pay applicable state sales or use taxes.

15. SAMPLES - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense.

16. INSPECTION - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

17. ASSIGNMENT - No assignment by the contractor of any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

18. WARRANTY - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid.

19. TIMELY DELIVERY - Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

20. DAMAGES - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

21. TERMINATION FOR DEFAULT - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within

time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

22. TERMINATION FOR CONVENIENCE - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. FISCAL YEAR - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. AFFIRMATIVE ACTION - The City of El Cajon Affirmative Action Plan requires any vendor who receives business from the City in excess of \$10,000.00 to verify adherence to Affirmative Action guidelines as set forth in Executive Order 11246. To comply, each vendor awarded a contract by the City of El Cajon shall agree, and by signing and submitting a proposal for this contract does certify, to adhere to said guidelines.

25. GOVERNING LAW - This contract shall be construed and interpreted according to the laws of the State of California.

Questions relating to this bid should be directed to the Purchasing Agent, City of El Cajon, 200 E. Main Street, El Cajon, CA 92020.

SPECIAL CONDITIONS

NOTE: In the event that anything in these Special Conditions is in conflict with a requirement of the General Conditions, the Special Condition shall supersede.

SCOPE - It is the intention of the City to acquire dry process digital copiers for use in the Police Department Records Division and The City Hall Print Shop. The copier for the Police Department will be on a 36 month operational lease (cost-per-copy program) and the copier for the Print Shop will be on a 60 month lease with a buy out option. All copiers are to be new, unused, and of current production model.

BIDDER QUALIFICATIONS - Bidder shall be a manufacturer, distributor, or authorized dealer of copiers, whose primary business is the sale, lease, and maintenance of office machines. Bidder shall sustain a service operation with full capability to maintain the equipment offered, including an inventory of parts and supplies sufficient to meet the maintenance requirements of this bid. Bidder shall have at least five (5) years of continuous corporate experience (not individual) in the business of copier sales, leasing, and service.

AWARD OR REJECTION - (Supersedes General Conditions item 8) The bid will be awarded to the lowest responsible bidder. The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to award. It is the intent of the City to award all items to the overall low bidder, however the City reserves the right to split the award amongst the bidders. Due to the time required to evaluate the copiers bid, award may be delayed beyond the normal thirty day time limit. No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening of bids.

FOB POINT - (Supersedes General Conditions item 12) It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All copiers shall be installed, and operating, complete in every detail, including initial start-up supplies (except paper). All prices must include transportation, delivery, installation, training and start-up supplies. Sales taxes will be added to the purchase order.

EVALUATION CRITERIA - This bid shall be evaluated on the following factors: purchase price, life cycle cost, copier performance, copier operating cost, vendor competency, credibility, discounts offered (e.g. quantity, trade, or term), compliance with all aspects of the specifications, exceptions that may be noted, and any other factors that may arise during the review process after the bid opening.

DEMONSTRATION - The apparent low bidder shall provide a copier of the model bid and with the features specified for evaluation purposes. The evaluation copier shall be delivered within five days of the City's request, and shall remain with the City for up to two weeks. Failure to be able to provide such working demonstration shall disqualify the bidder's bid submittal. The requested demonstrations shall be provided at the convenience of the City. Bidder shall provide sufficient supplies to permit testing and evaluation of the copier. Demonstration must be furnished free of expense to the City. Determination of acceptability of any product offered shall be solely at the discretion of the City of El Cajon.

TRAINING - Vendor to provide a minimum of three training sessions per machine for various City employees. All training will be performed within the first three weeks of installation.

COMPLETING BID FORMS - For each copier listed there is a specification page/bid form. For each specification requirement listed, indicate how your machine complies with the specification. If your machine does not comply, indicate your exception to the specification and your recommendation for an alternative. **Each item bid, to be considered complete, shall include the properly annotated specification, the fully priced and signed bid form, and descriptive literature and specifications for the equipment offered.**

CONDITIONS WHICH APPLY TO COST-PER-COPY PROGRAM EQUIPMENT-(ITEM 1)

1. DURATION: The term for this cost-per-copy program shall be 36 months.

2. INSTALLATION: Vendor shall, within one week after award, survey and review the installation locations to insure that proposed locations meet the manufacturer's established installation criteria, and advise using departments of any special electrical requirements.

3. SUPPLIES: Vendor shall provide all supplies, except paper, necessary for the operation of the copier at no additional cost. Original equipment manufacturer supplies are required. Supplies include, but are not limited to, staples, toner, developer, fuser oil, dispersant, silicone oil, drums, and any other supplies or non-consumable parts, i.e., filters, toner disposal containers, etc., that are necessary for the copier to function normally. Vendor shall deliver supplies to the City, at no additional cost, as needed to maintain an inventory level of supplies sufficient to meet the monthly needs of each machine. FAILURE TO MEET THIS PROVISION MAY BE CAUSE TO TERMINATE THE PROGRAM.

4. MAINTENANCE: The vendor shall provide maintenance service, at no additional cost to the City, during normal working hours, 8:00 am to 5:00 pm, Monday through Friday, except City recognized holidays. Vendor is required to respond to service calls on-site within four (4) working hours after the call is placed, and to have the equipment repaired and fully functional and operational within eight (8) working hours after response on-site.

All maintenance and service shall be performed by Vendor. City personnel will change toner and fill paper trays; otherwise, maintenance and service will be performed by Vendor.

A service log will be attached to the machine and maintained by the Vendor. The service log will show the date, time, and cause of breakdown, for all machine failures. Should the cause of the service call be determined to be operator error or misuse by the City, the repair shall not be a factor in determining satisfactory machine performance.

A copier with a downtime (down for service and/or not operable and/or incapable of making usable copies) for an accumulation of 24 normal business hours (8:00 am to 5:00 pm) within a calendar month shall, at the sole discretion of the City, be permanently replaced by vendor in accordance with paragraph 6 below.

A backup copier of equal or greater capability shall be provided by Vendor at no additional cost to the City if a copier cannot be repaired within eight (8) working hours after response to a service call. The backup copier must be delivered within eight (8) working hours of the request to Vendor and must be billed at the same cost-per-copy rate as the machine it temporarily replaced.

Vendor shall provide a quarterly summary of repairs made on program copiers. The report shall include: copier type, serial number, cause of breakdown, repair needed to correct breakdown, length of downtime, time between repairs.

5. UNACCEPTABLE COPIES: Copies which are determined by City to be of unacceptable quality and which are the result of copier malfunction (i.e. jamming, processing problems) and/or improper maintenance, shall be deducted from each machines monthly copy count. City shall notify the Vendor of the number of unacceptable copies at the end of each month.

6. REPLACEMENT: In the event that any of the copiers provided under this program need to be replaced and/or removed for repair purposes, it shall be replaced with another machine of the same make and model as the original copier. If such model has been discontinued and/or replaced with a new model, vendor shall be required to use the copier on the then current State of California Office Copiers Acceptable Brands List

which most closely matches the make and model of the discontinued copier, and which meets or exceeds the bid specifications for the item. Any substitution shall require the express written approval of the City, and City shall have sole discretion in approving or disapproving any such substitution.

7. RELOCATION: Vendor shall, if requested by City, relocate installed copier after initial installation one (1) time per year at no additional cost to City.

8. PAYMENT: Vendor shall issue monthly invoices to City which shall specifically itemize all work performed, including the number of copies made, the volume adjustments for poor copies, and the time and type of repairs made to the machine.

9. INSURANCE: The contractor shall maintain general liability insurance to a limit of \$1,000,000.00 and State of California required levels of Worker's Compensation insurance for all work performed under this Contract, in accordance with City requirements (Council Policy D-3).

CONDITIONS WHICH APPLY TO LEASED EQUIPMENT-(ITEM 2)

1. DURATION: The term for this lease contract will be for 60 months.

2. FUNDING: (Supercedes General Conditions item 23) In order to permit contractor to include in his bid a statement of the interest included in lease payments as to obtain more favorable financing arrangements because of the tax exempt status of the City, the contract will contain a provision providing that, if for any fiscal year of the contract the City Council fails to appropriate or allocate funds for future periodic payments under the contract, City will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party may then terminate the contract. The same provision will require the refund by contractor of the portion of prepaid interest and charges allocable to future years upon termination for non-funding in order to satisfy constitutional debt limitation provisions.

3. BUYOUT: Each bidder shall submit on the bid form the total price for an outright purchase of the item, its total cost for the entire specified term of the contract, and the purchase price at which the City may purchase this equipment during each year of the contract. All rental payments made by the City up to the time of the exercise of the option to purchase shall be allowed as credit toward the total purchase price.

4. PAYMENTS: The City shall inspect the property within a reasonable time period after delivery and shall either accept or reject the property according to the contract terms and specifications. On or before the thirty-fifth (35th) day after acceptance of the property the City will pay contractor the amount of "Total Rental" specified in the Bid Form for the first Rental Period and annually thereafter in amounts set forth in the Bid Form applicable to each "Rental Period".

5. FORM OF CONTRACT: The form of contract, with its option to purchase, which the successful bidder will be required to execute, is included herewith, and should be carefully examined by the bidder. The contract will be executed in three original counterparts.

6. LETTERS OF ASSURANCE: The City will cause to be issued to the successful bidder, upon request, letter or letters assuring that (1) the City Council has the present intention of leasing the property for the entire term of the lease, subject to its right to exercise the option to purchase said personal property pursuant to the terms of the contract; (2) the City's officer who will be executing the Agreement for Lease of Personal Property with Option to Purchase is duly authorized; and (3) legal counsel for the City will review the executed contract documents and issue a letter approving them as to form.

7. INSTALLATION: Vendor shall, within one week after award, survey and review the installation location to insure that proposed location meet the manufacturer's established installation criteria, and advise using departments of any special electrical requirements.

8. SUPPLIES: Vendor shall provide all supplies, except paper, necessary for the operation of the copier at no additional cost. Original equipment manufacturer supplies are required. Supplies include, but are not limited to, staples, toner, developer, fuser oil, dispersant, silicone oil, drums, and any other supplies or non-consumable parts, i.e., filters, toner disposal containers, etc., that are necessary for the copier to function normally. Vendor shall deliver supplies to the City, at no additional cost, as needed to maintain an inventory level of supplies sufficient to meet the monthly needs of each machine. FAILURE TO MEET THIS PROVISION MAY BE CAUSE TO TERMINATE THE PROGRAM.

9. MAINTENANCE: The vendor shall provide maintenance service both during and after the warranty period, for a total of five years, during normal working hours, 8:00 am to 5:00 pm, Monday through Friday, except City recognized holidays. Vendor is required to respond to service calls on-site within four (4) working hours after the call is placed, and to have the equipment repaired and fully functional and operational within eight (8) working hours after response on-site.

All maintenance and service shall be performed by Vendor. City personnel will change toner and fill paper trays; otherwise, maintenance and service will be performed by Vendor.

A service log will be attached to the machine and maintained by the Vendor. The service log will show the date, time, and cause of breakdown, for all machine failures. Should the cause of the service call be determined to be operator error or misuse by the City, the repair shall not be a factor in determining satisfactory machine performance.

A copier with a downtime (down for service and/or not operable and/or incapable of making usable copies) for an accumulation of 24 normal business hours (8:00 am to 5:00 pm) within a calendar month shall, at the sole discretion of the City, be permanently replaced by vendor in accordance with paragraph 11 below.

A backup copier of equal or greater capability shall be provided by Vendor at no additional cost to the City if a copier cannot be repaired within eight (8) working hours after response to a service call. The backup copier must be delivered within eight (8) working hours of the request to Vendor and must be billed at the same cost-per-copy rate as the machine it temporarily replaced.

Vendor shall provide a quarterly summary of repairs made on program copiers. The report shall include: copier type, serial number, cause of breakdown, repair needed to correct breakdown, length of downtime, time between repairs.

10. UNACCEPTABLE COPIES: Copies which are determined by City to be of unacceptable quality and which are the result of copier malfunction (i.e. jamming, processing problems) and/or improper maintenance, shall be deducted from each machines monthly copy count. City shall notify the Vendor of the number of unacceptable copies at the end of each month.

11. REPLACEMENT: In the event that any of the copiers provided under this program need to be replaced and/or removed for repair purposes, it shall be replaced with another machine of the same make and model as the original copier. If such model has been discontinued and/or replaced with a new model, vendor shall be required to use the copier on the then current State of California Office Copiers Acceptable Brands List which most closely matches the make and model of the discontinued copier, and which meets or exceeds the bid specifications for the item. Any substitution shall require the express written approval of the City, and City shall have sole discretion in approving or disapproving any such substitution.

12. INSURANCE: The contractor shall maintain general liability insurance to a limit of \$1,000,000.00 and State of California required levels of Worker's Compensation insurance for all work performed under this Contract, in accordance with City requirements (Council Policy D-3).

ITEM 1 – COPIER SPECIFICATIONS

All copiers are to be new, unused and of current production model. Remanufactured, “newly manufactured”, rebuilt, or reconditioned equipment is not acceptable. The following are mandatory features required on this copier. Copiers which do not have these minimum features or capabilities **will not be considered**, and the bid will be disqualified from consideration. To be considered, equipment must be listed on the State of California Digital Office Copiers Accepted Brands List, latest edition (June 2002, until superseded). Where a copier is marketed under more than one name and model, listing of any designation of the copier qualifies all designations of the copier.

1. **SPEED:** Multicopy operating speed of no less than the specified number of impressions per minute, single sided, 8.5” x 11”.
2. **R/E:** Have variable reduction and enlargement, as required, in 1% increments, plus 5 presets.
3. **EXPOSURE CONTROL:** Both automatic and manual exposure control, with high contrast setting and photo mode.
4. **COPY SIZES:** Copy from and onto paper of the following sizes: 5.5” x 8.5”, 8.5” x 11”, 8.5” x 14”, 11” x 17”.
5. **PAPER SOURCES:** Dual drawer, dual tray: 550/550/1,500/1,500 sheets. Copier must feed from the required number of sources automatically. Copier must also include optional 3,500 sheet side paper deck.
6. **PAPER WEIGHTS:** 17-lb. Bond to 110-lb index.
7. **BYPASS FEEDER:** 50 sheet capacity minimum.
8. **EDGE-TO-EDGE COPYING:** Copy to the side edges of standard size documents without void areas and without reduction. Lead edge void not to exceed ¼”.
9. **DOCUMENT HANDLER:** Document handler to accept a minimum of 100 originals of 20 lb. Bond of the following sizes: 5.5” x 8.5”, 8.5” x 11”, 8.5” x 14”, 11” x 17”.
10. **BOOK COPY:** Make copies from two facing pages of a bound document simultaneously, onto separate sheets.
11. **AUTO DUPLEXING:** 1:2, 2:2, 2:1

12. **STANDBY MODE:** Places the copier in an energy saving mode after a period of non-use.
13. **COPY INTERRUPT/RESUME:** Saves program information during interruption.
14. **ENERGY STAR COMPLIANT:** Copier must be Energy Star compliant.
15. **SCAN/COPY RESOLUTION:** 600 x 600 dpi/1200 x 600 dpi
16. **COPIER MEMORY:** 196 MB RAM, 10GB Hard Disk
18. **CONNECTIVITY:** Parallel port (where required) and printer engine to support Windows NT4.0. Connect via RJ45 cable to Ethernet network. Run TCP-IP with a Static IP address.
19. **FINISHER:** Acceptable paper weight: 17lb bond – 110lb index; Number of trays: 2; Capacity per tray: Top-1000 sheets, Lower – 2000 Sheets Letter, Letter-R, 1000 Sheets Legal, 11x17; Paper Size: 5.5" x 8.5" to 11"x17"; Staple Position: 1-Top Corner (any corner of page), 2-Side Margin (book staple, two patterns); Max Stapling Capacity: 100 Sheets Letter, 50 Sheets Letter-R, Legal and 11x17.

COPIER SPECIFICATION SHEET – ITEM 1

Note: If bidding more than one model copier please make additional copies of the bid form for each copier.

Work Category 9 Digital photocopier as specified.

<u>FEATURE</u>	<u>COMPLIANCE/EXCEPTION</u>
Speed 85 cpm minimum	
Reduction/Enlargement 25-400% (Specify presets)	
Automatic and Manual exposure control, photo mode	
Copy from and to all 4 paper sizes	
On-line paper capacity 4100 sheets (4 drawers)	
Bypass feeder (Specify capacity)	
Edge-to-edge copying (Specify void areas and size)	
SADF/RADF (specify capacity)	
Book Copy	
Auto Duplex (1:2, 2:2, 2:1)	
Standby mode	
Copy interrupt/resume	
Energy Star Compliant	
Scan/Copy Resolution	
Copier Memory	
Connectivity	

Side Paper Deck, 3,500 sheet capacity

Finisher

BID FORM FOR ITEM 1

Brand/Model of copier _____

Descriptive literature to be provided with bid.

COST-PER-COPY PROGRAM

Work Category 9 Digital photocopier as specified.

Cost per copy for first 720,000 copies/year:
charge for overage copies _____/copy

\$_____/copy

OPTIONAL BID TO INCLUDE 7/24 MAINTENANCE

Maintenance as specified with the exception of the days per week, hours per day and response time as follows: The vendor shall provide maintenance service, at no additional cost to the City seven (7) days a week, twenty-four (24) hours a day including holidays. Vendor is required to respond to service calls on-site within four (4) hours after the call is placed, and to have the equipment repaired and fully functional and operational within eight (8) hours after response on-site.

Cost per copy for first 720,000 copies/year:
charge for overage copies _____/copy

\$_____/copy

ITEM 2 – COPIER SPECIFICATIONS

All copiers are to be new, unused and of current production model. Remanufactured, “newly manufactured”, rebuilt, or reconditioned equipment is not acceptable. The following are mandatory features required on this copier. Copiers which do not have these minimum features or capabilities **will not be considered**, and the bid will be disqualified from consideration. To be considered, equipment must be listed on the State of California Digital Office Copiers Accepted Brands List, latest edition (June 2002, until superseded). Where a copier is marketed under more than one name and model, listing of any designation of the copier qualifies all designations of the copier.

1. **SPEED:** Multicopy operating speed of no less than the specified number of impressions per minute, single sided, 8.5” x 11”.

2. **R/E:** Have variable reduction and enlargement, as required, in 1% increments, plus at least 5 presets.

3. **EXPOSURE CONTROL:** Both automatic and manual exposure control, with high contrast setting and photo mode.

4. **COPY SIZES:** Copy from and onto paper of the following sizes: 5.5” x 8.5”, 8.5” x 11”, 8.5” x 14”, 11” x 17” and Tabs.

5. **PAPER SOURCES:** Paper source minimum capacity of 500 sheets per source. Copier must feed from the required number of sources automatically.

6. **PAPER WEIGHTS:** 14lb. Bond to 90lb Index plus Transparencies.

7. **EDGE-TO-EDGE COPYING:** Copy to the side edges of standard size documents without void areas and without reduction. Lead edge void not to exceed ¼”.

8. **DOCUMENT HANDLER:** Document handler to accept a minimum of 100 originals of 20 lb. Bond of the following sizes: 5.5” x 8.5”, 8.5” x 11”, 8.5” x 14”, 11” x 17”.

9. **BOOK COPY:** Make copies from two facing pages of a bound document simultaneously, onto separate sheets.

10. **IMAGE COMBINATION:** Make copies from two pages onto one side of a single page (2-in-1 mode).

11. **STANDBY MODE:** Places the copier in an energy saving mode after a period of non-use.

12. **COPY INTERRUPT/RESUME:** Saves program information during interruption.
13. **ENERGY STAR COMPLIANT:** Copier must be Energy Star compliant.
14. **AUTO DUPLEXING:** 1:2, 2:2, 2:1
15. **PAGE NUMBERING AND DATING:** Ability to add page numbers and/or date to copies.
16. **EDGE ERASE:** Ability to erase edge marks.
17. **IMAGE SHIFT:** Shift image to allow for 3-hole paper.
18. **STAPLING FINISHER:** Minimum four position stapler and offset stacker (top, bottom, 2 staples, top slant).
19. **DOCUMENT SERVER:** Must store up to 5,000 pages and up to 250 jobs.
20. **SCANNER:** Minimum speed of 72 pages per minute and 100 originals capacity.
21. **SCAN/COPY RESOLUTION:** Minimum 600 x 600 dpi.
22. **GREY SCALE:** Minimum 256 levels.
23. **NETWORK CAPABILITY:** Ability to upgrade to network capability.
24. **OPTIONAL-PARALLEL PRINTER PORT:** Parallel port (where required) and printer engine to support Windows 2000 operating system and Novell NetWare networking.

COPIER SPECIFICATION SHEET – ITEM 2

Note: If bidding more than one model copier please make additional copies of the bid form for each copier.

Work Category 9 Digital photocopier as specified.

FEATURE	COMPLIANCE/EXCEPTION
Speed 105 cpm minimum	
Reduction/Enlargement 25-400% (Specify presets)	
Automatic and Manual exposure control, photo mode	
Copy from and to all 4 paper sizes	
On-line paper capacity 7,500 sheets (6 Drawers)	
Paper	
Edge-to-edge copying (Specify void areas and sizes)	
SADF/RADF (Specify capacity)	
Book Copy	
Image combination	
Standby mode	
Copy interrupt	
Energy Star Compliant	
Sample Set	
Auto Duplex (1:2, 2:2, 2:1)	
Page Numbering and Dating	
Edge Erase	
Image Shift	
Stapling Finisher	
Document Server	
Scan/Copy Resolution	

Grey Scale

Network Capable

Optional-Parallel Printer Port

BID FORM-ITEM 2

To the City Council of the City of El Cajon:

Pursuant to and in compliance with the Notice Inviting Sealed Bids and the other documents relating thereto, the undersigned bidder having familiarized himself with the terms of the Agreement for Lease of Personal Property with Option to Purchase, the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the Agreement, including all its component parts, and everything required to be performed, all in strict conformity with the specifications, instructions, conditions and other documents comprising this contract, as follows:

Lease with an option to purchase as hereinafter set forth, of
Photocopier Equipment
 for a lease term of five (5) years at a total rental of:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL RENT</u>
1 Each	Digital Photocopier in accordance with specifications	\$_____

OPTION:

1 Each	Parallel Printer Port in accordance with specifications	\$_____
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Total rental (do not include option in total) shall be paid in five (5) equal annual payments as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total Rental</u>
1. Within 35 days after acceptance	\$_____	\$_____	\$_____
2. 1st Anniversary date of acceptance	\$_____	\$_____	\$_____
3. 2nd Anniversary date of acceptance	\$_____	\$_____	\$_____
4. 3rd Anniversary date of acceptance	\$_____	\$_____	\$_____
5. 4th Anniversary date of acceptance	\$_____	\$_____	\$_____

Interest has been calculated at the rate of _____

(_____) percent per annum.

City shall have the option to purchase the leased property at any time during the term of this lease for the sum of:

\$ _____ if exercised at the end of the first year.

\$ _____ if exercised at the end of the second year.

\$ _____ if exercised at the end of the third year.

\$ _____ if exercised at the end of the fourth year.

\$ _____ if exercised at the end of the fifth year.

FOR INFORMATIONAL PURPOSES ONLY the total cash price for an outright purchase of the leased property is \$ _____

Trade-In (1) Xerox 9900

\$ _____

MAINTENANCE COSTS

1st year maintenance:

charge per copy for each copy between 0 and 1,000,000 copies @	_____ /copy
charge per copy for each copy between 1,000,001 and 1,500,000 copies @	_____ /copy
charge per copy for each copy between 1,500,001 and 2,000,000 copies @	_____ /copy
charge per copy for each copy over 2,000,000 copies @	_____ /copy

2nd year maintenance:

charge per copy for each copy between 0 and 1,000,000 copies @	_____ /copy
charge per copy for each copy between 1,000,001 and 1,500,000 copies @	_____ /copy
charge per copy for each copy between 1,500,001 and 2,000,000 copies @	_____ /copy
charge per copy for each copy over 2,000,000 copies @	_____ /copy

3rd year maintenance:

charge per copy for each copy between 0 and 1,000,000 copies @	_____ /copy
charge per copy for each copy between 1,000,001 and 1,500,000 copies @	_____ /copy
charge per copy for each copy between 1,500,001 and 2,000,000 copies @	_____ /copy
charge per copy for each copy over 2,000,000 copies @	_____ /copy

4th year maintenance:

charge per copy for each copy between 0 and 1,000,000 copies @	_____ /copy
charge per copy for each copy between 1,000,001 and 1,500,000 copies @	_____ /copy
charge per copy for each copy between 1,500,001 and 2,000,000 copies @	_____ /copy
charge per copy for each copy over 2,000,000 copies @	_____ /copy

5th year maintenance:

charge per copy for each copy between 0 and 1,000,000 copies @	_____ /copy
charge per copy for each copy between 1,000,001 and 1,500,000 copies @	_____ /copy
charge per copy for each copy between 1,500,001 and 2,000,000 copies @	_____ /copy
charge per copy for each copy over 2,000,000 copies @	_____ /copy

SAMPLE CONTRACT

**AGREEMENT FOR LEASE OF PERSONAL
PROPERTY WITH OPTION TO PURCHASE**

THIS AGREEMENT FOR LEASE OF PERSONAL PROPERTY WITH OPTION TO PURCHASE ("Agreement") is dated _____, 2002, and is by and between _____, hereinafter referred to as "Lessor" and the City of El Cajon, California, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of the hereinafter described personal property which Lessee desires to lease with an option to purchase; and

WHEREAS, it is intended that this Lease financing be treated as a tax-exempt obligation of Lessee for federal income tax purposes; and

WHEREAS, Lessee and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Agreement and the bargain of both parties hereto;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **LEASE.** Lessor hereby leases to Lessee, and Lessee hereby leases and hires from Lessor all personal property described in Exhibit A attached hereto.
2. **TERM.** The term of this Agreement respecting each item included with the Property is for a period of five years (5) years commencing on the date of delivery and terminating on the 30th day of September, 2007.
3. **DELIVERY.** Property is to be delivered to Lessee on October 1, 2002, together with all attachments, accessories, parts and equipment as described in Exhibit A.
4. **DAMAGES FOR LATE DELIVERY.** Time is of the essence in this Agreement and each and all of its provisions. It would be difficult and impracticable to determine the actual damages arising from breach of this Agreement, and therefore, if Lessor fails to deliver said property by the delivery date above specified, or any extension thereof duly authorized by Lessee in writing, then Lessor shall pay to Lessee the sum of three hundred dollars (\$300.00) for each day said property shall remain undelivered beyond such delivery date or lawful extension thereof, which shall be the damage sustained by Lessee, and the amount of damages may be deducted by Lessee

from moneys due Lessor hereunder, and Lessor and the sureties, if any, of said Lessor, shall be liable for the amount thereof.

5. **RENT.** Total rental for the full term of the lease is _____ Dollars (\$ _____), said sum to be paid in five (5) equal payments of _____ Dollars (\$ _____) each payment, the first such payment to be due within 35 days after approval of this Agreement by Lessee, with the remaining payments to be due annually thereafter on the anniversary dates of the date of approval.

6. **PURCHASE OPTION.** If Lessee is not in default hereunder, Lessee shall be granted an option to purchase some or all of the leased property in "as is" condition on the dates and for the amounts set forth in Exhibit "B" attached hereto. Said option may be exercised by depositing with Lessor or its current Assignee on the date of exercise an amount equal to all rentals and other amounts then due or past due (excluding only the rental due on the date of exercise) and the applicable purchase option price. Upon exercise of the purchase option prior to the end of any year, Lessor agrees to reduce the purchase price for the applicable year by the amount of unearned interest.

7. **LESSOR TO CURE DEFECTS.** Lessor agrees to correct, at Lessor's sole cost, any defects resulting from faulty manufacture or installation of the property or from the use of defective material in the manufacture thereof as noticed by Lessee to Lessor in writing.

8. **REPAIRS.** Lessee, at its own cost and expense, shall furnish necessary labor and materials to maintain the property in good repair, condition, and working order. Lessee's obligations to maintain the property do not relieve Lessor of its responsibility to fully perform with respect to all applicable property warranties and guarantees.

9. **INSURANCE.** Lessee shall, at its own expense, insure the property against all insurable risks of loss and damage for not less than the full replacement value thereof, and Lessee shall carry public liability and property damage insurance covering the leased property.

10. **INDEMNITY.** To the extent permitted by law, Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from Lessee's use of leased property during the rental term and while the leased property is in the possession or under the control and custody of Lessee. Lessor shall have a reciprocal indemnification obligation to Lessee while Lessor has control of the leased property.

11. **TAXES.** Lessee shall keep the leased property free and clear of all levies, liens and encumbrances and shall promptly pay all fees, assessments, charges and taxes (municipal, state, and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of said leased property, excluding, however, all taxes on or measured by Lessor's income.
12. **OWNERSHIP.** The property is and shall at all times be and remain the sole and exclusive property of Lessor, and the Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in paragraph 6.
13. **WARRANTY OF TITLE TO LEASED PROPERTY.** In the event Lessee exercises the option to purchase the leased property, the Lessor warrants that it is the sole owner of said property, that the property is free from encumbrances and that no other person, party, firm or corporation shall have any rights, title or interest in or to the same. Upon exercise of the option and payment of the sum of money as indicated above, title to such property shall be vested in Lessee.
14. **DEFAULT.** Should Lessee fail to pay any part of the rent or any other sum required by Lessor to be paid by Lessee within fifteen (15) days from the due date thereof, or fail in the performance of other terms and conditions hereof, Lessee shall be declared in default of this Agreement. In the event of a default by the Lessee of a payment due hereunder, the Lessor shall provide ten (10) days written notice of intention to terminate this Agreement. Lessee shall be relieved of the default if Lessee complies with all terms of this Agreement within said ten (10) day period including the remittance to Lessor of all past due payments together with interest thereon at the legal rate of twelve percent (12%) per annum or the maximum legal rate, whichever is less.
15. **CONCURRENT REMEDIES.** No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the rental payments that fall due in future rental periods or otherwise declare any rental payments not then in default to be immediately due and payable.
16. **ASSIGNMENT.** Without the prior written consent of Lessor, Lessee shall not assign, transfer, pledge, or hypothecate this Agreement, the property, or any part thereof, or any interest therein. Lessor shall not assign its obligations under this Agreement, the rentals and other amounts due hereunder and the property in whole or in part

to one or more assignees or subassignees at any time, without the written consent of Lessee. Any assignment by Lessor of the rent to be received by Lessor will not be recognized by the Lessee unless prior written notice of such assignment has been filed with the Lessee. Lessee shall keep a record of all assignments of which Lessee is notified. Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

17. **EARLY TERMINATION.** Upon written notice to Lessor given no later than thirty (30) days prior to the end of any fiscal year of Lessee, Lessee may terminate the Agreement in its entirety as of the end of that fiscal year based solely upon the Lessee's failure to appropriate funds for the subsequent years' rental obligation after exercising its reasonable efforts to appropriate funds from any and all of its legally available sources. Upon termination before the full term of the Agreement, Lessee, at its expense shall redeliver the property to a location designated by Lessor within the same county as the premises where the property is located in as good a condition as when received, normal wear and tear excepted. Upon termination of the Agreement as provided herein, Lessor shall recalculate the time balance and refund to Lessee any proportions of interest or other charges unearned or allocable to fiscal years subsequent to the effective date of such termination, or charge Lessee all amounts due and payable to Lessor to date of termination, including the applicable portion of the unpaid current year's interest and principal.
18. **REMOVAL OF PROPERTY ON EXPIRATION OF AGREEMENT.** Unless this Agreement is terminated pursuant to the provisions of paragraph 17 or Lessee exercises the option to purchase pursuant to the provisions of paragraph 6, upon expiration of the term of this Agreement, Lessor at its own cost or expense will remove the leased property from the premises of Lessee.
19. **INSPECTION.** Lessor shall at any and all times during business hours have the right to enter into and upon the premises where the leased property may be located for the purpose of inspecting the same or observing its use. Lessor agrees to cooperate with Lessee so as not to interfere with normal business operations. Lessee shall give Lessor immediate notice of any attachment or other judicial process affecting any item of leased property and shall, whenever requested by Lessor, advise Lessor of the exact location of the leased property.
20. **ALTERATIONS.** Lessee shall not make any alterations, additions or improvements to the leased property without the prior written consent of Lessor. Lessor's consent shall not be unreasonably withheld.
21. **ATTORNEY'S FEES.** If suit is brought by either party to this

Agreement to enforce any of its terms, the party deemed the prevailing party, as defined in the Code of Civil Procedure section 1032, shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

22. **LAW TO GOVERN; VENUE.** This lease shall be interpreted, construed and governed exclusively according to the laws of the State of California without regard to any choice of law standards that may apply. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Diego, East County Branch. In the event of litigation in federal court, venue shall lie exclusively in the Southern District of California San Diego. Lessor hereby waves any right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure section 394.

23. **ENTIRE AGREEMENT.** This Agreement shall incorporate and include the following documents, as if herein set out in full and attached hereto: Notice to Bidders; Bid, as accepted; Bid Bond, if any; and Specifications.

Any obligation required by this Agreement or one of the documents described above shall be performed as if required by all. This Agreement, including the above described documents and Exhibits "A" and "B," constitutes the entire Agreement between Lessor and Lessee, and it shall not be further amended, altered, or changed except by a written agreement properly authorized and executed by the parties hereto.

24. **NOTICES.** Service of all notices under this Agreement shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Notice shall be sufficient if given personally or mailed to either party at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

Bill Garrett
City Manager
City of El Cajon
200 E. Main St.
El Cajon, CA 92020

25. **REPORTS/TAX COVENANT.** Lessee shall cooperate with Lessor to comply with all tax reporting requirements. Lessee covenants that it will not sublease the property or assign the Agreement in a manner that may result in the loss of federal tax exemption on the interest income portion of each rental payment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR:

By _____

LESSEE:

City of El Cajon, a municipal corporation

Mayor

Attest:

City Clerk

Exhibit "A"

DESCRIPTION OF LEASE PROPERTY

[Attach relevant pages from specifications]

Exhibit "B"

PURCHASE OPTION SCHEDULE

\$ _____ if exercised at the end of the first year.

\$ _____ if exercised at the end of the second year.

\$ _____ if exercised at the end of the third year.

\$ _____ if exercised at the end of the fourth year.

\$ _____ if exercised at the end of the fifth year.

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT: INSURANCE REQUIREMENTS

POLICY D-3

PURPOSE

To provide a uniform City policy for liability insurance requirements and to establish procedures for its consistent application.

BACKGROUND

To help protect the City against liability, all individuals, contractors, agencies and organizations conducting business in association with, on behalf of, or in certain circumstances within the City of El Cajon are required to maintain adequate liability insurance coverage acceptable to the City.

Because of the differing levels of protection needed for various activities conducted within the city, the City has established policy limits and standards which directly relate to the type of activity being conducted.

POLICY

All individuals, contractors, agencies, and organizations conducting business either for the City of El Cajon or pursuant to an ordinance, resolution, agreement or policy requiring the maintenance of liability insurance shall provide proof of liability insurance in the following amounts:

1. \$2 million for all construction projects and for carnivals and subdivisions as follows:

Bodily Injury	\$500,000.00	each person
	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products. and completed operations
Property Damage	\$250,000.00	each occurrence
	\$500,000.00	aggregate

Unless the staff determines that circumstances (i.e. high risk project, etc.) require the higher limit, the \$2,000,000 limit shall be decreased to \$1,000,000 when:

 - a. the public improvements portion of a subdivision project is less than \$50,000; or
 - b. a construction project (in accordance with the Standard Specifications for Public Works Construction--and the Standard Special Provisions "Green Book") is for less than \$50,000.

2. \$1 million for all others, including, but not limited to, athletic leagues, recreation groups, towing companies and public service agencies, in amounts as follows:

Bodily Injury	\$250,000.00	each person
	\$500,000.00	each occurrence
	\$500,000.00	aggregate products. and completed operations
Property Damage	\$100,000.00	each occurrence
	\$250,000.00	aggregate

3. Selected high risk activities that would otherwise fall under the criteria for category 2 shall be evaluated by staff on a case-by-case basis to determine whether or not the above limits are sufficient. The imposition of liability limits exceeding \$1 million for such high risk activities is appealable to the City Council.

4. \$500,000 for taxicab companies.

5. Exceptions to the above limits may be made for non-profit, charitable, political,

community and religious organizations.

INSURANCE STANDARDS

1. ADMITTED CARRIER/BEST'S RATING B, CLASS V

- a. Insurers must be "admitted" carriers pursuant to the provisions of the California Insurance Code and in accordance with all requirements of the State Insurance Commission and must be listed in the:

"OFFICIAL PUBLICATION
DEPARTMENT OF INSURANCE
STATE OF CALIFORNIA
45 Fremont Street, San Francisco, California 94105

INSURANCE ORGANIZATIONS AUTHORIZED BY THE INSURANCE
COMMISSIONER TO TRANSACT BUSINESS OF INSURANCE
IN THE STATE OF CALIFORNIA DURING
[the most recent year for which the publication is available]."

- b. Insurers must have a Best's rating of "B", Class V or higher. This rating includes those insurers with a minimum policyholder's surplus of \$10 to \$25 million. Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B, Class V rating.

2. NONADMITTED CARRIER/BEST'S RATING B, CLASS IX

Exceptions to the "admitted" requirement may be considered when a nonadmitted insurance carrier meets all other standards herein and:

- a. is listed in:

California Department of Insurance
Investigation Bureau - San Francisco
Surplus Line Enforcement Unit

LISTING OF FILINGS

- b. has a Best's rating of B, Class IX or higher. This rating includes those insurers with a minimum policyholder's surplus of \$250 to \$500 million; and
- c. has ten years or more experience in the business of insurance.

3. GENERAL -- INSURANCE CERTIFICATES/ADDITIONAL INSURED

All insurers must provide certificates of insurance evidencing the coverage which include the following:

- a. an original signature;
- b. a description of the project or job requiring coverage;
- c. name the City as "insured" or "additional insured."

4. PUBLIC WORKS PROJECTS

In addition to the standards set forth above, insurance policies for public works projects must also meet the following insurance requirements set out in the most recent edition of the "Standard Specifications for Public Works Construction" adopted by the City Council:

- a. All insurance certificates shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City of El Cajon shall be notified by certified mail return receipt requested giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective.
- b. Compliance with Labor Code §§3700 and 3800 relating to Worker's Compensation.

5. PUBLIC RIGHT-OF-WAY

An applicant for permit(s) to do work within the public right-of-way may establish satisfactory proof of liability insurance in the following manner:

a. CONTRACTORS

Contractors must furnish the City with a certificate of liability which meets the requirements set forth above and any other City requirements contained in this policy.

b. HOMEOWNERS/PROPERTY OWNERS

Home owners/Property owners requesting a permit to do work within City rights-of-way or easements immediately adjacent to their respective owned or occupied property, solely for the owner's personal benefit shall be required to furnish the City with a copy of their homeowner's/property owner's liability insurance policy. The policy must be effective during the entire period of the proposed work.

c. PUBLIC UTILITIES

This policy as it relates to work in the public rights-of-way shall not be applicable to Cable TV, Helix Water District, Pacific Telephone, San Diego Gas & Electric, or any other public utility.

TIME LIMITS

All liability insurance required pursuant to this policy shall provide coverage for a sufficient time period to protect the City from liability. In no event shall a policy be accepted which terminates prior to the completion of the activity to be covered.

In certain circumstances, it may be impracticable to obtain continuing insurance coverage due to the duration of the activity or the cost of the premature renewal. Under such circumstances, an exception to the coverage period may be made so long as the policy is renewed or replaced with an acceptable insurance carrier and there is no lapse in coverage.

DIGITAL OFFICE COPIERS ACCEPTABLE BRANDS LIST

MANUFACTURER & MODEL NUMBER	SPECIAL FEATURES							Copies Per Minute 11X8.5	Work Category
	Network PDL Board	Network Printer Board	Scanner OCR	Scan to File	FAX	Integrated Finisher	Full Color		
CANON									
IC 2210	X	X	N	X	X	N	N	16	
IC 2220	X	X	N	X	S	N	N	16	
IR 210N	S	S	N	X	X	X	N	21	
IR 210S	S	S	X	X	S	X	N	21	
IR 2200	X	X	N	N	N	X	N	22	
IR 2800	X	X	N	X	X	X	N	28	
IR 3250	S	S	N	S	X	X	N	32	
IR 330N	S	S	N	X	X	X	N	33	
IR 330S	X	X	N	X	X	X	N	33	
IR 3300	X	X	N	X	X	X	N	33	
IR 400N	S	S	N	X	X	X	N	40	
IR 400S	X	X	N	X	X	X	N	40	
IR 5000	S	S	N	S	S	X	N	50	
IR 550	X	X	N	N	N	X	N	55	
IR 60	S	S	N	N	N	X	N	60	
IR 600	X	X	N	N	N	X	N	60	
IR 6000	S	S	N	S	S	X	N	60	
IR 8500	X	X	N	N	N	X	N	85	
CLC1100	X	X	N	N	N	X	Y	11	
CLC 3100	X	X	X	X	N	X	Y	31	
CLC 1120/1150	X	X	X	X	N	X	Y	11	
GESTETNER									
1302	X	X	N	N	X	X	N	13	
1502	X	X	N	N	N	X	N	15	
1802	X	X	N	N	X	X	N	18	
2212	X	X	X	S	X	X	N	22	
2712	X	X	X	S	X	X	N	27	
2335/3502	X	X	X	S	X	X	N	35	
2345/4502	X	X	X	S	X	X	N	45	
3355	X	X	N	N	N	X	N	51	
3370	X	X	N	N	N	X	N	70	
8502	X	X	N	N	N	X	N	85	
CS213d	X	X	X	S	N	X	Y	25/6	
CS225	X	X	X	S	N	X	Y	25/6	
CS231	X	X	X	S	N	X	Y	51/13	
HITACHI									
DDC-52N	X	S	N	N	N	X	N	52	
DDC-62N	X	S	N	N	N	X	N	62	

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JUNE 2002

MANUFACTURER & MODEL NUMBER	SPECIAL FEATURES								Work Category
	Network PDL Board	Network Printer Board	Scanner OCR	Scan to File	FAX	Integrated Finisher	Full Color	Copies Per Minute 11X8.5	
IMAGISTICS									
DL 155	X	X	N	N	N	N	N	15	
DL 185	X	X	N	N	S	N	N	18	
DL 200	X	X	N	X	N	X	N	21	
DL 260	X	X	N	X	N	X	N	25	
DL 270	X	X	X	X	S	X	N	25	
DL 355	X	X	N	X	N	X	N	35	
DL 370	X	X	N	X	N	X	N	35	
DL 460	X	X	N	X	N	X	N	45	
DL 550	X	X	N	X	N	X	N	55	
DL 650	X	X	N	X	N	X	N	65	
DL 750	X	X	N	X	N	X	N	75	
KONICA									
7020	X	X	X	X	X	X	N	20	
7025	X	X	X	X	X	X	N	25	
7030	X	X	X	X	X	X	N	30	
7035	X	X	X	X	X	X	N	35	
7040	X	X	X	X	N	X	N	40	
7045	X	X	X	X	X	X	N	45	
7155	X	X	N	X	N	X	N	55	
7165	X	S	N	X	N	X	N	65	
7075	X	S	X	X	N	X	N	75	
7410	X	X	N	X	N	N	Y	12	
7823	X	X	X	X	N	X	Y	6	
7915	X	X	N	X	N	X	Y	15	
7920	X	X	N	X	N	X	Y	20	
KYOCERA MITA									
KM 1510	X	X	N	N	N	N	N	15	
AI 1810	X	X	N	N	S	N	N	18	
AI 1810F	X	X	N	N	S	N	N	18	
AI 2310L	X	X	N	N	X	X	N	23	
AI 3010L	X	X	N	N	X	X	N	30	
KM 1530	X	X	N	N	N	N	N	15	
KM 2030	X	X	N	N	N	X	N	20	
KM 2530	X	X	N	X	X	X	N	25	
KM 3530	X	X	N	X	X	X	N	35	
KM 4530	X	X	N	N	N	X	N	45	
KM 5230	X	X	N	N	N	X	N	52	
KM 6230	X	X	X	X	N	X	N	62	
VI 7360	X	X	N	N	N	X	N	73	
CI 7600	X	X	N	N	N	S	Y	6	
KM C830D	X	X	N	X	X	X	Y	8	
KM C1530	X	X	N	X	N	X	Y	15	

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	Network PDL Board	Network Printer Board	Scanner OCR	Scan to File	FAX	Integrated Finisher	Full Color	Copies Per Minute 11X8.5	
LANIER									
5515	X	X	X	X	X	N	N	15	
5518	X	X	N	N	X	N	N	18	
5622	X	X	X	X	X	X	N	22	
5627	X	X	X	X	X	X	N	27	
5635	X	X	N	S	X	X	N	35	
5645	X	X	N	S	X	X	N	45	
5455	X	X	N	N	N	X	N	55	
5470	X	X	N	N	N	X	N	70	
5555	X	X	N	N	N	X	N	55	
5565	X	X	N	N	N	X	N	65	
5580	X	X	N	N	N	X	N	80	
5685	X	X	N	N	N	X	N	85	
5705	X	X	N	N	N	X	N	105	
5722	X	X	N	X	N	X	Y	22	
5625	X	X	N	X	N	X	Y	6	
5631	X	X	X	N	N	N	Y	6	
5710/5710E	X	X	N	X	N	X	Y	10.5	
5813	X	X	N	X	N	X	Y	13	
MINOLTA									
DI 151	X	X	X	X	X	N	N	15	
DI 151F	X	X	X	X	X	N	N	15	
DI 181	X	X	X	X	X	N	N	18	
DI 251	X	X	X	X	S	X	N	25	
DI 351	X	X	X	X	S	X	N	35	
DI 450	X	X	X	X	N	X	N	45	
DI 520	X	X	X	X	N	X	N	52	
DI 550	X	X	X	X	N	X	N	55	
DI 620	X	X	X	X	N	X	N	62	
DI 750	X	X	X	X	N	X	N	75	
CF 910	X	X	X	X	N	S	Y	6	
CF 1501	X	X	X	X	N	X	Y	15	
CF 2001	X	X	X	X	N	X	Y	20	
OCE'									
3122	X	X	S	X	X	X	N	21	
3133	X	X	S	X	X	X	N	33	
3140	X	X	S	X	X	X	N	40	
3155	X	X	S	X	N	S	N	52	
3165	X	X	S	X	N	S	N	62	
CS 90/95	X	X	S	N	N	X	Y	7	
CS 110/115	X	X	S	N	N	X	Y	11	
CS 150	X	X	S	N	N	X	Y	24	
CS 200	X	X	S	N	N	S	Y	31	

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	Network PDL Board	Network Printer Board	Scanner OCR	Scan to File	FAX	Integrated Finisher	Full Color	Copies Per Minute 11X8.5	Work Category
PANASONIC									
DP 130	N	N	N	X	N	N	N	13	
DP 150	X	X	N	X	X	X	N	15	
DP 250F	X	X	N	X	X	X	N	28	
FP-D355	X	X	N	X	N	X	N	35	
FP-D355F	X	X	N	X	S	X	N	35	
FP-D455	X	X	N	X	N	X	N	45	
D 600S2	X	X	N	X	N	X	N	60	
FP-D605	X	X	X	X	N	X	N	60	
D 620	X	X	N	X	X	X	N	62	
WORKIO 2000	X	X	X	X	X	X	N	20	
WORKIO 2500	X	X	X	X	X	X	N	25	
WORKIO 3000	X	X	X	X	X	X	N	30	
WORKIO 3510	X	X	X	X	X	X	N	35	
WORKIO 4510	X	X	X	X	X	X	N	45	
WORKIO 6010	X	X	X	X	X	X	N	60	
DP C106	X	X	X	X	N	N	Y	6	
RICOH									
AFICIO 1013	X	X	N	N	X	X	N	13	
AFICIO 1015	X	X	N	N	N	X	N	15	
AFICIO 1018	X	X	N	N	X	X	N	18	
AFICIO 355E	X	X	N	N	X	X	N	20	
AFICIO 1022	X	X	X	S	X	X	N	22	
AFICIO 250	X	X	N	N	X	X	N	25	
AFICIO 1027	X	X	X	S	X	X	N	27	
AFICIO 1035	X	X	X	S	X	X	N	35	
AFICIO 355E	X	X	X	S	X	X	N	35	
AFICIO 1045	X	X	X	S	X	X	N	45	
AFICIO 455E	X	X	X	S	X	X	N	45	
AFICIO 550	X	X	N	N	X	X	N	55	
AFICIO 551	X	X	N	N	N	X	N	51	
AFICIO 650	X	X	N	N	N	X	N	65	
AFICIO 700	X	X	N	N	N	X	N	70	
AFICIO 1085	X	X	N	N	N	X	N	85	
AFICIO 3506	X	X	X	S	N	N	Y	25/6	
AFICIO 4506	X	X	X	S	N	N	Y	31/6	
AFICIO 6513	X	X	X	S	N	N	Y	51/13	
AFICIO 6113	X	X	X	S	N	N	Y	10.5	
SAVIN									
2513	X	X	N	N	X	X	N	13	
2515	X	X	N	N	N	N	N	15	
2518	X	X	N	N	N	N	N	18	
2522	X	X	X	S	X	X	N	22	
2527	X	X	X	S	X	X	N	27	
2235/2535	X	X	X	S	X	X	N	35	

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	Network PDL Board	Network Printer Board	Scanner OCR	Scan to File	FAX	Integrated Finisher	Full Color	Copies Per Minute 11X8.5	Work Category
SAVIN									
SDC 326	X	X	X	S	N	X	Y	25/6	
SDC 326A	X	X	X	S	N	X	Y	25/6	
SDC 413	X	X	X	S	N	X	Y	51/13	
2245/2545	X	X	X	S	X	X	N	45	
2055 DP	X	X	N	N	X	X	N	55	
2070 DP	X	X	N	N	X	X	N	70	
2585 DP	X	X	N	N	X	X	N	85	
SHARP									
AR 152/156	N	X	N	N	X	N	N	15	
AR 162/163	X	X	N	N	X	N	N	16	
AR 201/207	X	X	N	N	X	N	N	20	
AR 235	X	X	X	X	X	X	N	23	
AR 275	X	X	X	X	X	X	N	27	
AR 287	X	X	X	X	N	X	N	28	
AR 337	X	X	X	X	N	X	N	33	
AR-M/P350	X	X	X	X	X	S	N	35	
AR 407	X	X	X	X	N	X	N	40	
AR-M/P450	X	X	X	X	X	X	N	45	
AR 507	X	X	X	X	N	X	N	50	
AR 650	X	X	N	N	N	X	N	65	
AR 800	X	X	N	N	N	S	N	80	
AR C-150	X	X	X	N	N	X	Y	15	
AR C-160	X	X	X	N	N	X	Y	16	
AR C-250	X	X	X	N	N	X	Y	25	
TOSHIBA									
eStudio 16	X	X	N	N	X	X	N	16	
DP 1870	X	X	N	N	S	N	N	18	
Estudio 20/25	X	X	N	N	X	X	N	20	
DP 2570	X	X	N	N	X	X	N	25	
eStudio 35	X	X	N	N	X	X	N	35	
DP 3580	X	X	N	N	X	X	N	35	
eStudio 45	X	X	N	N	X	X	N	45	
DP 4580	X	X	N	X	X	X	N	45	
eStudio 55	N	N	N	N	N	X	N	55	
DP 5570	X	X	N	X	N	X	N	55	
eStudio 65	N	N	N	N	N	X	N	65	
DP 6570	X	X	N	X	N	X	N	65	
eStudio 80	N	N	N	N	N	X	N	80	
DP 8070	X	X	N	X	N	X	N	80	
FC 15	X	X	N	X	N	X	Y	15	
FC 22	X	X	N	X	N	X	Y	22	
FC 22P	X	X	N	N	N	X	Y	25	

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JUNE 2002

MANUFACTURER & MODEL NUMBER	SPECIAL FEATURES							Copies Per Minute 11X8.5	Work Category
	Network PDL Board	Network Printer Board	Scanner OCR	Scan to File	FAX	Integrated Finisher	Full Color		
XEROX									
214 DC	X	X	N	S	N	N	N	14	
PRO 215	S	S	N	S	N	N	N	15	
PRO 416	X	X	N	N	X	X	N	16	
DC 420	X	X	X	S	X	X	N	20	
DC 432	X	X	X	S	X	X	N	32	
DC 440	X	X	X	S	X	X	N	40	
DC 460	X	X	X	X	X	X	N	55	
DC 470	X	X	X	X	X	X	N	65	
DC 480	X	X	X	X	X	S	N	75	
DC-4	S	S	N	S	N	N	Y	4	
DC-6	X	X	N	S	N	N	Y	6	
DC-12	X	X	X	S	N	N	Y	12.5	
DC-30	X	X	X	S	N	X	Y	30	
DC-40	X	X	X	S	N	X	Y	40	
DC-50	X	X	X	S	N	X	Y	12.5	
DC-2045	X	X	X	S	N	X	Y	45	
DC-2060	X	X		S	N	X	Y	60	

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