



**REQUEST FOR PROPOSALS FOR
Printer Maintenance and Support for Networked and Desktop Printers**

The City of Louisville is accepting proposals from qualified contractors ("contractor") to provide printer maintenance and support for networked and desktop printers for the City of Louisville. Please review the following pages for complete information on the request for proposal process.

Timeline of Activities and Proposal Format

- Four (4) copies of each proposal to be submitted per the RFP and one copy in MS Word or PDF on a jump drive.
- The City of Louisville will receive proposals in response to this RFP until May 2nd, 2022, "our clock" on 5:00 PM Mountain Standard Time-. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name "City of Louisville Printer Maintenance and Support RFP", and shall be addressed as follows:

Remy Rodrigues
City of Louisville
749 Main Street
Louisville CO 80027

- Reviews of documents will begin the week of May 2nd 2022.
- Anticipate final selection approximately the week of May 16th 2022.
- Contract signed by City Council approximately June 7th 2022.

REQUEST FOR PROPOSALS FOR PRINTER MAINTENANCE AND SUPPORT

Section 1. Summary of Request

Purpose – The City of Louisville is accepting proposals from qualified contractors to provide printer maintenance and support for all networked and desktop printers across the organization as defined in the scope of work.

Questions regarding the proposal can be directed to:

Remy Rodrigues City of Louisville 749 Main Street Louisville CO 80027	303.335.4569 rrodrigues@LouisvilleCO.gov
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Section 2. Scope of Work

The Scope of Work shall include but is not limited to the following:

SERVICE & SUPPORT

- *Provide local and onsite printer support services for all networked and desktops printers (including large format printers/scanners and specialized printers with MICR) across the City at various City buildings. See attached Exhibit A of current inventory and associated printing volumes.*
- *Provide proactive annual preventative maintenance services for all networked and desktop printers on a schedule.*
- *Provide a mechanism or contact (i.e. service desk or service coordinator) for City Staff to submit requests for service, trouble tickets and consumable ordering. Respond to all service tickets in an agreed upon service window.*
- *Provide replacements of consumables for all networked and desktop printers (not including paper).*
- *Provide parts and service for repairs of devices.*
- *Provide recommendations for annual replacements of printers when necessary and provide quotes for replacements.*
- *Keep an accurate inventory of City network and desktop print devices.*

BILLING

- *City is open to monthly or quarterly flat rate billing or for a per page (Black & White and Color) volume billing contract. Billing can be monthly or quarterly. If contract is per page, vendor must supply a robust solution that will meter devices without assistance from City Staff.*
- *Ability to add and remove printers to the contract whether purchased through the vendor or elsewhere.*
- *Provide a procedure to create and monitor service calls, equipment information, pay invoices and look at sales orders. Ticket creation should be available via phone or email with the option for escalation. Online service portal preferred.*
- *Provide simple and accurate invoicing and ease of payment electronically. Invoicing should show detailed information including asset tag, printer location, cost centers, beginning and end meter read volumes and incremental and total cost for each device on a monthly or quarterly basis (if metering is in use). Certain City printers are shared departmental resources and support billing for shared devices will need to be split between multiple cost centers.*
- *If proposal is a per page monthly or quarterly usage of print devices determined by the equipment's meter read through the devices usage page count, a secure solution needs to be provided for meter reading. Meter reads should allow online printers to automatically gather and send the reads to the vendor at a specific interval. City prefers that all devices check in to a central meter reading solution automatically and that meter reading is not a manual process by City Staff.*
- *Strong customer service and billing support, open communication and quick responses are necessary.*
- *Ability to run reports for all devices and services. Ability to export reports to Microsoft Excel.*
- *Ability to split billing cost centers per device.*

Section 3. Standard Terms and Conditions

When preparing a proposal for submission in response to this RFP, contractors should be aware of the following terms and conditions, which have been established by the City of Louisville:

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities, as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
 - The contractor's interest in the services, which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
 - The reputation, experience, and efficiency of the contractor.
 - The ability of the contractor to provide quality services within time and funding constraints.
 - The general organization of the proposal: Special consideration will be given to submittals, which are appropriate, address the goals; and provide in a clear and concise format the requested information.
 - Other selection factors within this RFP or the City's purchasing policies, or that City determines are relevant to consideration of the best interests of the City.

- All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the vendor's objections to disclosure and the vendor's intent to pursue lawful protection under Colorado law.

Section 4. Required Submittals

- Provide the name, address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who are the proposed to provide the services. The City requires that the intent to use a subcontractor to provide services should be disclosed in the bid with all information regarding the subcontractor and services that will be utilized.
- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks and support the City's printer assets. Disclose devices that your company is authorized to sell and service. Please provide credentials and background for the local staff who will be assigned to the City's account and who will be performing the work to fulfill the contract. Document special credentials and certifications that qualify your company to provide support.
- Provide references for your work.
- Provide pricing, estimated costs, billing methodology and sample billing invoices. Describe your organization's billing process in detail. Describe the methodology for capturing City printer volume usage, if necessary.
- Provide the completed and signed pre-contract "City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens" certification and return with your proposal.

Thank you, we look forward to reviewing your proposal.

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By _____

Title: _____

Date

***** SAMPLE *****
INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND _____
FOR _____ SERVICES

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and _____, [Name of Contractor] a _____ [State of Formation and Type of Entity], hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing _____ services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates _____ as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by _____ and such person's designees.
- 5.2 The Contractor designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to _____, 20____, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient

amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSE RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**

- 10.3.** Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4.** Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5.** The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6.** Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7.** Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8.** All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9.** Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1** This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the “City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor’s Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor’s execution of this Agreement. The City is constrained by a Colorado statute, C.R.S. § 8-17.5-101, *et seq.*, requiring the City to use the term “illegal alien” in City contracts. In the spirit of the Parties’ contractual relationship and the Services to be provided by Consultant under this Agreement, the Parties acknowledge the term “illegal alien” is outdated, brands humans—as opposed to actions—as illegal, and may have an isolating, disorienting, dehumanizing, and denigrating effect on immigrants.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville

Attn: _____

749 Main Street

Louisville, CO 80027

e-mail: _____

If to the Contractor:

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no

message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____

EXHIBIT A - Printer List

Make	Model	Serial Number	Location	Cost Center	Meter Type	Total Average Pages (per month)	Total Average Pages (1 year)	Total Prints To Date
HP	HPCLJEM553DN	CNBCH8Z0DD	CITY SERVICES - 739 S 104th	101431-532200	BLK	238	2856	27046
					CLR	303	3633	5479
HP	HPCLJEM553DN	CNBCH8Z0DX	CITY HALL - 749 MAIN ST	101141-532200	BLK	287	3449	57962
					CLR	324	3892	22076
HP	HPCLJEM553DN	JPCCLCH1KX	CITY HALL - 749 MAIN ST	101160-532200	BLK	185	2220	5499
					CLR	347	4160	10720
HP	HPCLJPROM477FDW	VNB8J60KP0	CCGC - 585 W DILLON RD	520713-532200	BLK	76	908	2453
					CLR	117	1407	6637
HP	HPLJ4000	USSC006593	CITY HALL - 749 MAIN ST	101411-532200	BLK	176	2111	N/A
HP	HPLJ4100	USBGB20292	CITY HALL - 749 MAIN ST	101171-532200	BLK	225	2698	372090
HP	HPLJEM604N	CNDCJ4D1HM	CITY HALL - 749 MAIN ST	101530-532200 101515-532200	BLK	162	1943	118124
HP	HPLJP3015	VND3Q40671	CITY HALL - 749 MAIN ST	101201-532200	BLK	1199	14392	100765
HP	HPLJPROM401DNE	VNG4X09772	CITY HALL - 749 MAIN ST	101221-532200	BLK	649	7786	137205
HP	HPCLJEM553DN	JPBCJ130Z6	992 Via Appia Way	101321-532200	BLK CLR	N/A N/A	N/A N/A	14,054 28,714
HP	HPCLJEM553N	CNBCH6Q0QG	749 Main Street	101172-532200	BLK CLR	N/A N/A	N/A N/A	15,214 1,992
HP	HPCLJPROM277DW	VNB8J1HKN9	7000 Marshall Road at Highway 170	501461-532200	BLK CLR	N/A N/A	N/A N/A	1345 659
HP	HPCLJPROM452DN	VND3M04704	951 Spruce Street	101600-532200	BLK CLR	N/A N/A	N/A N/A	72 116
HP	HPCLJPROM477FDN	VNBKL4C56S	1555 Empire Rd	502472-532200	BLK CLR	N/A N/A	N/A N/A	421 404

HP	HPCLJPROM477FDW	VNB8JCJ5R7	992 Via Appia Way	101130-532200	BLK CLR	N/A N/A	N/A N/A	1338 1834
HP	HPCLJPROM477FDW	VNBKL450S5	992 Via Appia Way	101321-532200	BLK CLR	N/A N/A	N/A N/A	29851 33608
HP	HPLJ4240	CNRXR68866	992 Via Appia Way	101321-532200	BLK	N/A	N/A	73383
HP	HPLJ4240	CNRXS69968	992 Via Appia Way	101321-532200	BLK	N/A	N/A	61456
HP	HPLJCM2320	CNF9D1GXFO	739 S 104th	201751-532200	BLK CLR	N/A N/A	N/A N/A	1324 3046
HP	HPLJPROM401DNE	PHGFG50461	900 Via Appia Way	208721-532200	BLK	N/A	N/A	62540
HP	HPLJPROM401DNE	PHGFB83725	739 S 104th	101450-532200	BLK	N/A	N/A	9083
HP	HPLJPROM402DNE	JPBDZ01036	801 Grant Ave	208725-532200	BLK	N/A	N/A	2945
HP	HPLJPROM402DW	PHBVF44274	951 Spruce Street	101600-532200	BLK	N/A	N/A	5572
HP	HPLJPROM428FDN	MXBPM8Y3T9	992 Via Appia Way	101130-532200	BLK	N/A	N/A	780
HP	HPLJPROM428FDN	MXBPM7L19Q	739 S 104th	204752-532200	BLK	N/A	N/A	2048
HP	HPLJPROP1102W	VNB4326007	749 Main Street	101171-532200	BLK	N/A	N/A	N/A
HP	HPLJPROP1102W	VNB4W40159	749 Main Street	101171-532200	BLK	N/A	N/A	844
HP	HPLJPROP1102W	VNB4401895	749 Main Street	101171-532200	BLK	N/A	N/A	N/A
HP	HPLJPROP1606DN	VNB3M45095	900 Via Appia Way	208721-532200	BLK	N/A	N/A	8006
HP	HPLJPROP1606DN	VNB3G53842	951 Spruce Street	101600-532200	BLK	N/A	N/A	13310
Lexmark	LXT650N	795CTG3	992 Via Appia Way	101321-532200	BLK	N/A	N/A	2524
HP	HPLJM182	VNB3M09519	739 S 104th	---	BLK CLR	N/A N/A	N/A N/A	1 26

HP	Designjet T920	FJD13150651B	749 Main Street	---	BLK/CLR	N/A	N/A	10,434.82 ft²
HP	HPLJ5500	JPGR004263	749 Main Street	---	BLK CLR	N/A N/A	N/A N/A	N/A N/A
HP	LJ2100	USGZ277450	992 Via Appia Way	---	BLK	N/A	N/A	N/A