

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0164)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and NovaCopy, Inc. of Nashville, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on May 29, 2015 Purchasing Office Solicitation Nos. 2015-041 and 2015-042, a procurement solicitation for bids for supply, delivery, installation, setup of and training for a minimum of two (2) new commercial-grade multifunction copiers of varying specifications and for varying dates of delivery; maintenance services for said new copiers; and removal and disposal of a minimum of two (2) surplus copiers currently owned by the City, and (b) on June 4, 2015 Addendum No. 1 to Purchasing Office Solicitation Nos. 2015-041 and 2015-042 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated June 10, 2015 (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a Certificate of Insurance, a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR included CITY’s Indemnification Agreement, executed for VENDOR, in SUBMITTAL.

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8. CITY awarded on June 23, 2015 and now desires to retain VENDOR to provide the products and services pursuant to SOLICITATION and SUBMITTAL.
9. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Government Contracts Mgr

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2015-0164)

Attachment No. 1

SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-041 and 2015-042


Vendor's name, street address, and mailing address:				NovaCopy, Inc. <hr/> 15 Lindsley Ave. <hr/> Nashville, TN <hr/> 37210 <hr/>			
Vendor's contact person's name (printed), title, telephone number and e-mail address:				Daniel Sheppard <hr/> Major Account Consultant <hr/> 615-577-7657 <hr/> dsheppard@novacopy.com <hr/>			
Does the bidder take any exceptions to the City's procurement solicitation?				<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.			
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?				<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.			
Solicitation No.	Make	Model	Bid cash price for outright purchase, per unit, before trade-in, per specifications	Bid price for specified maintenance services, per print/copy (not scan) image:		Estimated time of delivery (calendar days after receipt of order)	Trade-in values per specifications ¹
				B&W	Color		
2015-041	Konica Minolta	C454e	\$ 8168	\$.0065	\$.043	5	\$ _____ for KMBS C352
							\$ _____ for KMBS 750
2015-042	Konica Minolta	C364e	\$ 5779	\$.0081	\$.049	5	[not applicable]
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?				<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____.			
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?				<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____.			

¹ Note that the hard drives shall be removed and destroyed by the City prior to transfer of ownership of surplus machines.

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

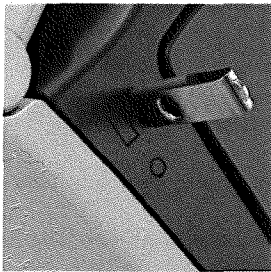
Purchasing Office Solicitation No.: 2015-041 and 2015-042

Vendor's name:		NovaCopy, Inc.
Last date (no sooner than July 31, 2015) that bid and associated pricing is valid and may be accepted by the City:		<u>7/31/16</u>
Last date (no sooner than July 31, 2015) that bid price on a per unit basis is valid for potential future orders:		<u>7/31/16</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	For non-recurring charges:	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
	For recurring charges:	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"> Manufacturer's literature for all bid products, equipment and accessories; City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; Vendor-supplied contact information for minimum of three references; City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; City of Franklin Affidavit of Non-Collusion, executed in full; City of Franklin Affidavit of Title VI Compliance, executed in full; If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and A complete digital copy of submitted bid documents per the Instructions for Bidders. 		<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:		<input checked="" type="checkbox"/> Addendum No. <u>1</u> received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.		 _____ (signature)
Title of bidder's authorized representative:		<u>Major Account Consultant</u>
Date of signature:		<u>6/10/15</u>

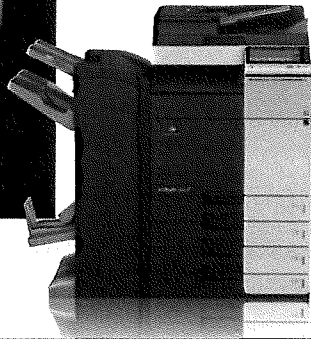
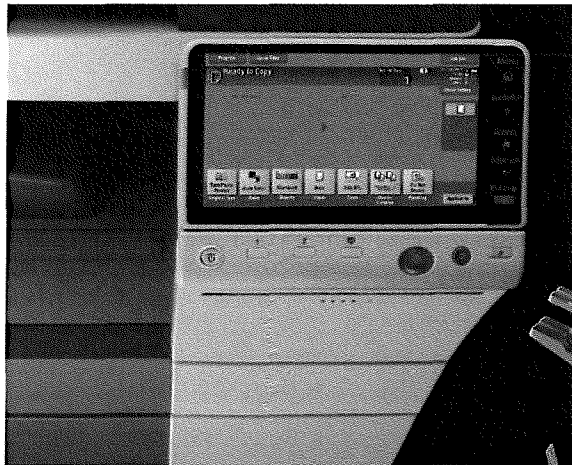
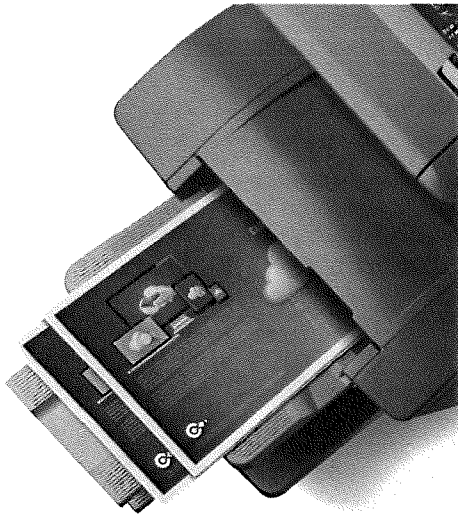


KONICA MINOLTA

For any business with a growing workload, moving information faster can be the key to higher productivity. The bizhub C364 is designed to increase your print/copy output speed in both color and B&W, improve your image quality for more effective communications, and reduce your costs while protecting the environment. Konica Minolta's revolutionary INFO-Palette design includes a large 9" innovative control panel with "touch and swipe" convenience, contributing to better productivity, information sharing and workflow efficiency by easily accessing downloadable apps*, previewing documents before you print, and scanning documents to save time and money. Optional single-pass dual-scan capability gives the bizhub C364 scanning speed up to 160 originals per minute, a first in its class – and powerful productivity options include 3,650-sheet maximum paper capacity, auto finishing options for right-size scalability, i-Option kits, even Super G3 fax. For a document solution that works as hard as you do, count on the bizhub C364.



HIGHER PRINT/SCAN SPEED. FASTER ACCESS TO INFORMATION.



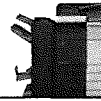
bizhub C364

FULL COLOR PRINTER/COPIER/SCANNER/FAX

- HIGH-SPEED OUTPUT: UP TO 36 PPM IN BOTH COLOR AND B&W
- OPTIONAL SINGLE-PASS DUAL SCANNING: UP TO 160 ORIGINALS PER MINUTE
- FAST WARM-UP IN UNDER 20 SECS; FIRST-COPY OUTPUT IN UNDER 6 SECS
- INFO-PALETTE DISPLAY – INSTANT ACCESS TO FAR MORE INFORMATION
- NEW INNOVATIVE LARGE COLOR DISPLAY, QUICK TOUCH & SWIPE INTERFACE
- DOWNLOADABLE APPS*, POP-UP COMMAND WINDOWS, CUSTOMIZABLE ICONS
- BUILT-IN EMUPERON® PRINT SYSTEM, UNIVERSAL PRINTER DRIVER
- SIMITRI® HD TONER WITH BIOMASS TO PROTECT THE ENVIRONMENT
- SCAN TO EMAIL AND FTP, SCAN-TO-ME, SCAN-TO-HOME CONVENIENCE
- 3,650-SHEET CAPACITY, TAB PRINTING SUPPORT, CARBON-COPY PRINTING
- STANDARD 250 GB HDD FOR ON-BOARD DOCUMENT STORAGE
- FINISHING OPTIONS FOR 80-PAGE BOOKLET-MAKING, 50-SHEET STAPLING, 2/3-HOLE PUNCH, TRI-FOLD AND MORE
- INTERNAL CARD READER OPTION, ENHANCED SECURITY OPTIONS
- PAGESCOPE® UTILITIES, OPTIONAL VOICE GUIDANCE, PDF/A AND LINEARIZED PDF FILE FORMATS
- BAR CODE SUPPORT, UNICODE FONT SUPPORT, OCR FONT PRINTING SUPPORT
- LOW POWER CONSUMPTION, ECO-INDICATOR TO HELP MANAGE COSTS

*Not available at time of launch. Options required.





bizhub C364

FULL COLOR PRINTER/COPIER/SCANNER/FAX

COUNT ON KONICA MINOLTA

SPECIFICATIONS

Type / Toner System / Print Method	Full-Color Printer/Copier/Scanner with Stationary Platen / Simitri HD Toner with Biomass / Tandem Process
Monthly Duty Cycle (pages)	125,000
Print / Copy Speed (Letter, portrait)	Full Color & B&W: 36ppm
* DF-701 Dual Scanner Document Feeder	Full Color/B&W Duplex Speed: 160 opm, Full Color/B&W Simplex Speed: 80 opm, Paper Capacity: 100 Sheets, Paper Size: 5.5" x 8.5" to 11" x 17"
* DF-624 Single Rev. Scanner Document Feeder	Full Color/B&W Duplex Speed: 37 opm, Full Color/B&W Simplex Speed: 80 opm, Paper Capacity: 100 Sheets, Paper Size: 5.5" x 8.5" to 11" x 17"
Power Requirements / Consumption / TEC Value	120V 12A (60 Hz) / 1500W or less / 2.43 kWh
Dimensions / Weight	24.2" (W) x 27" (D) x 31" (H) / 185.18 lbs

COPY

Warm-up Time / First Copy Time	Less than 20 seconds / Full Color: 6.9 seconds or less, B&W: 5.3 seconds or less
Copy Resolution/Quantity	600 x 600 dpi / 1-9,999
Magnification	Zoom range: 25% - 400%, 0.1% increments, Preset reduction: 78.5%, 73.3%, 64.7%, 50.0%, Preset enlargement: 121.4%, 129.4%, 154.5%, 200%
Copy Exposure Modes	Text (legible text), Text/Photo (clear text and halftones), Photo (optimized for gradations), Map (fine edges and legible text), Dot Matrix (dot matrix or pencil originals), Copied Paper

PRINT: Emperon Print System with bizhub Extended Solution Technology / Open API

Processor / Memory / Hard Disk Drive	1.0 GHz (MPC8536) / 2GB / 250GB (Shared with the copier)
Print Resolution / Grayscale Gradations	600 x 600 dpi (1800 equivalent x 600 dpi) or 1200 x 1200 dpi / 256 shades per pixel
Page Description Language / Fonts	PCL5e/c, PCL6 (XL v.3.0) Emulation, PS3 (v.3016) Emulation, XPS v. 1.0 (XML Paper Specification) / PCL: 80 Roman fonts, PostScript 3 Emulation: 137 Roman fonts
Operating System Compatibility	PCL6/PS3: Windows XP Home (SP1), Windows XP Professional (x32, x64), Windows Vista (x32, x64), Windows 7 (x32, x64), Windows Server 2003 Standard/Enterprise (x32, x64), Windows Server 2003 Standard/Enterprise R2 (x32, x64), Windows Server 2008 Standard/Enterprise (x32, x64), Window Server 2008 Standard/Enterprise R2; XPS: Windows Vista (x32, x64), Windows 7 (x32, x64), Window Server 2008 Standard/Enterprise (x32, x64), Window Server 2008 Standard/Enterprise R2; Mac (PS-PPD): OS 9.2 or later, OS X 10.2 or later, OS X 10.5 (Intel) or later / Linux: Red Hat Enterprise
Interface	10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
Network Protocols	TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLNMR, LLTD, SSDP, SOAP

COPY / PRINT FUNCTIONS

Features	Account Track (1,000 accounts), Administration Mode, Auto Duplex, Auto Tray Switching, Bi-Directional Communication, Black Over Print, Card Shot, Color Modes & Functions (Auto Color/Full Color, Black & White Mode, Single Color Mode, 2-Color Mode, Color Adjustments, Copy Guard), Copy Modes (Simplex/Duplex, 2-in-1, 4-in-1, 8-in-1, Book, Booklet, Booklet + Bind), Cover Mode, Creative Functions (Mirror Image, XY Zoom, Image Center, Base Color, Neg./Pos. Reverse, Image Repeat), Encrypted Network Password Printing, Energy Save Mode, Enlarge Display, Erase (Border, Frame, Edge) Mode, Finishing (Group, Sort, Staple, Punch, Half-Fold, Tri-Fold, Center Staple and Fold), Form Overlay, Glossy Mode, Image Adjustments (Color Matching, Pure Black Auto ON/OFF, Color Balance, Screen Settings, Image Smoothing ON/OFF), Image Preview (Job Finishing Image Display, Engine Configuration Display), Interrupt, Job List, Job Reserve, Job Skip, LDAP, Mixplex, Mix-Media, MyTab, Non-Image Area Erase, OHP Interleaving, Password Copy, Program/Recall Jobs, Paper Type Selection (Normal, Thick 1/1+, Thick 2, Thick 3, Thick 4), Print Modes (Simplex/Duplex, 2-in-1, 4-in-1, 6-in-1, 8-in-1, 9-in-1, 16-in-1, Booklet, Booklet + Bind), Print from USB, Proof Copy, Secure Printing, Separate Scan, Tab Printing, Text Enhancement, User Authentication (Up to 20 Authentication Servers) (Synchronize w/Account Track), HDD Encryption, HDD Job Overwrite, HDD Sanitizing, User Box Function, Utility (Meter Count, Environment Settings, Default Settings, One-Touch Settings, Check Consumable Life), Watermark, Zoom Selection
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SCAN

Scan Resolutions	200 dpi, 300 dpi, 400 dpi, 600 dpi
Scan File Formats / Color Modes	TIFF, PDF, Compact PDF, JPEG, XPS, Compact XPS, PPTX / Auto Color, Full Color, Black & White, 2-Color, Single Color
Scan Functions	Scan-to-Email, Scan-to-FTP, Scan-to-HDD (Scan-to-User Box), Scan-to-Me/Scan-to-Home, Scan-to-SMB (Scan-to-Desktop), Scan-to-USB, Scan-to-WebDAV, Distributed Scan Management, Network TWAIN, WS-Scan, Color Internet Fax

* FK-511 FAX KIT (OPTIONAL)

Compatibility / Compression	Super G3 compatibility, 33.6 Kbps modem speed / MH, MR, MMR, JBIG data compression
Fax Transmission Speed / Fax Memory	Less than 3 seconds per page (JBIG, standard resolution) / 2 GB (shared print, copy, scan, fax memory)
Fax Line Mode / Fax Exposure Mode	PS/TN, PBX, G3 / Text, Text/Photo, Photo, Dot Matrix
Fax Functions	Autodialing (2,000 addresses), Auto Memory Reception, Auto Reduction Printing, Broadcasting (maximum 600 locations), Bulletin Board, Duplex Transmission/Reception, F-Code Support, Group Dialing (up to 500 addresses per group / up to 100 groups), Mailbox Transmission/Reception, Memory/Quick Dial, Overseas Transmission, Password Transmission/Reception, PC-Fax, IP Address Fax, Polling Transmission/Reception, Print Setting or Overnight Reception, Program Dialing (400 programs), Redial, Relay Transmission, Timer Transmission, TSI Routing
Fax Options	Spare TX-Marker, Stamp 2, SP-501 Fax Stamp Unit

PAPER HANDLING

Original Size	Up to 11" x 17" (scanning/copying), Up to 11" x 17" full bleed on 12" x 18" paper (printing)
Paper Trays	Tray 1: 500-sheet (universal cassette) / 5.5" x 8.5" to 11" x 17" / 14 lb. bond to 140 lb. index Tray 2: 500-sheet (universal cassette) / 5.5" x 8.5" to 12" x 18" / 14 lb. bond to 140 lb. index
	Bypass Tray: 150-sheet bypass/4" x 6" to 12" x 18", 8" x 13" / Banner Paper / 16 lb. bond to 100 lb. cover up to 300 gsm
* PC-110 Paper Feed Cabinet	500-sheets / 8.5" x 11", 8.5" x 14", 11" x 17" / 14 lb. bond to 140 lb. index / Folio: 8.5" x 13.5", 220mm x 330mm, 8.5" x 13", 8.25" x 13", 8.12" x 13.25", 8" x 13"
* PC-210 Paper Feed Cabinet	500-sheets (x2) / 8.5" x 11", 8.5" x 14", 11" x 17" / 14 lb. bond to 140 lb. index / Folio: 8.5" x 13.5", 220mm x 330mm, 8.5" x 13", 8.25" x 13", 8.12" x 13.25", 8" x 13"
* PC-410 Paper Feed Cabinet	2,500-sheets / 8.5" x 11" / 14 lb. bond to 140 lb. index
Maximum Paper Capacity	3,650-sheets (total with options)

APPLICATIONS

Network & Device Management	PageScope Data Administrator, Driver Packaging Utility, HDD Back-Up Utility, Download Manager (ICC Color Profile Utility), Log Management Utility
User Tools	PageScope Web Connection, PageScope Direct Print, PageScope Box Operator, PageScope Print Status Notifier, Font Management Utility, Copy Protect Utility, Print Utility for Unix
Management Tools	bizhub vCare support
* PageScope Enterprise Suite	PageScope Account Manager, PageScope Authentication Manager, PageScope MyPrint Manager, PageScope MyPanel Manager, PageScope Net Care Device Manager (standard)

* ADDITIONAL OPTIONS

* Authentication / Security Options	AU-102 Biometric Authentication Unit, AU-201H HID Proximity Card Authentication Unit, AU-202H HID iClass Card Authentication Unit, AU-204H Magnetic Stripe Card Reader, AU-211P GAG/PIV Solution*, SC-508 Copy Guard Kit, WT-506 Working Table to support Authentication Devices, MK-735 Internal Mount Kit
* External Keyboard	KH-102 Keyboard Mount Kit, EK-606 USB Interface for External Keyboard and Voice Guidance, EK-607 USB Interface for External Keyboard, Bluetooth Support and Voice Guidance
* i-Option	LK-101 v3 i-Option, LK-102 v3 i-Option, LK-104 v3 i-Option, LK-105 v3 i-Option, LK-106 i-Option, LK-107 i-Option, LK-108 i-Option, UK-204 i-Option Memory Upgrade Kit
* Finishing	FS-534 50-Sheet Staple Finisher, PK-520 Punch Kit (FS-534), SD-511 Saddle Stitcher Kit (FS-534), FS-533 50-Sheet Inner Staple Finisher, PK-519 Punch Kit (FS-533), JS-506 Job Separator
* Others	DK-510 Copy Desk, MK-730 Banner Paper Guide, OC-511 Original Cover

* FIERY IC-414 EMBEDDED IMAGE CONTROLLER (OPTIONAL)

Processor / Memory / Hard Disk Drive	Intel Pentium E5300 2.6 GHz / 2 GB (standard/max) / 160 GB HDD
Page Description Language / Fonts	PCL5, PCL6, Adobe PostScript 3 (version 3019) / PCL: 80 fonts, Adobe PS3: 138 fonts
Operating System Compatibility	PCL6, PS3: Windows XP (x32, x64), Windows Vista (x32, x64), Windows 7 (x32, x64), Windows Server 2003, Windows Server 2008 (x32, x64); Mac: OS X 10.4.x; Intel-based: 10.4.x (print driver), 10.5.x, 10.6.x; Unix/Linux
Interface / Protocols	10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0 / TCP/IP, IPX/SPX, AppleTalk (EtherTalk), LPR, SMB, LPD, Netware (5.x, 6.x), Pserver, Nprinter, NDPS, IPP, SMTP/POP3, LDAP, SSL/TLS, SNMP, HTTP/HTTPS, IPv6, DPWS (WSD)
Standard Software	Fiery Command Workstation, ColorWise Tools, Fiery Spot-On™, Fiery WebTools, Fiery VUE, Secure Erase
Optional Software / Hardware	Fiery Productivity Package, Hot Folders/Virtual Printers, Auto Trapping, SeeSequence Impose, SeeSequence Compose, Impose+Compose Suite, Color Profiler Suite with ES-2000, ES-2000 Spectrophotometer / Vi-506 Video Interface Kit for IC-414

OPTIONAL STANDARD

*Anticipated availability Fall 2012



KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
100 Williams Drive
Ramsey, NJ 07446

www.CountOnKonicaMinolta.com
www.kmbs.konicaminolta.us

Konica Minolta Optimized Print Services offers a full suite of device output services and workflow solutions that increase efficiency and control costs. Please contact your authorized Konica Minolta sales representative for details.

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Item #: C364SS
12/12



KONICA MINOLTA

The bizhub C454 is designed to improve your productivity with high-speed output, fast access to business information and powerful modular options for right-size scalability. You can print and copy at up to 45 ppm in both color and B&W – and standard single-pass dual scanning lets you bring information into your system at up to 160 originals per minute. You'll have Konica Minolta's revolutionary INFO-Palette design, including an innovative 9" control panel with "touch and swipe" interface for customizable operation, previewing documents before you print, and accessing downloadable apps* to improve your productivity and streamline your office workflow. You can produce high-quality color documents in-house and on-demand with auto finishing options – and add i-Option kits for added functionality, multi-line Super G3 fax option, even an advanced Fiery Image Controller for graphics-intensive applications. For the speed and power your business deserve, count on the bizhub C454.



HANDLE INFORMATION WITH SUPERIOR SPEED, QUALITY & PRODUCTIVITY.



bizhub C454

FULL COLOR PRINTER/COPIER/SCANNER/FAX

- FAST, HIGH-QUALITY OUTPUT: UP TO 45 PPM IN BOTH COLOR AND B&W
- STANDARD SINGLE-PASS DUAL SCANNING: UP TO 160 ORIGINALS PER MINUTE
- INFO-PALETTE DISPLAY – INSTANT ACCESS TO FAR MORE INFORMATION
- LARGE COLOR LCD SCREEN WITH QUICK TOUCH & SWIPE INTERFACE
- DOWNLOADABLE APPS*, POP-UP COMMAND WINDOWS, CUSTOMIZABLE ICONS
- BUILT-IN EMPERON® PRINT SYSTEM, UNIVERSAL PRINTER DRIVER
- SIMITRI® HD TONER WITH BIOMASS TO PROTECT THE ENVIRONMENT
- SCAN TO EMAIL AND FTP, SCAN-TO-ME, SCAN-TO-HOME CONVENIENCE
- 6,650-SHEET MAXIMUM PAPER CAPACITY, TAB PRINTING SUPPORT
- STANDARD 250 GB HDD FOR ON-BOARD DOCUMENT STORAGE
- FIERY IMAGE CONTROLLER OPTION FOR GRAPHICS APPLICATIONS
- FINISHING OPTIONS FOR 80-PAGE BOOKLET-MAKING, 50-SHEET STAPLING, 2/3-HOLE PUNCH, TRI-FOLD AND MORE
- INTERNAL CARD READER OPTION, MULTI-LINE FAX OPTIONS
- PAGESCOPE® UTILITIES, OPTIONAL VOICE GUIDANCE, PDF/A AND LINEARIZED PDF FILE FORMATS
- BAR CODE SUPPORT, OCR FONT PRINTING SUPPORT
- LOW POWER CONSUMPTION, ECO-INDICATOR TO HELP MANAGE COSTS

*Not available at time of launch. Options required.



bizhub C454

FULL COLOR PRINTER/COPIER/SCANNER/FAX



COUNT ON KONICA MINOLTA

SPECIFICATIONS

Type / Toner System / Print Method	Full-Color Printer/Copier/Scanner with Stationary Platen / Simitri HD Toner with Biomass / Tandem Process
Monthly Duty Cycle (pages)	150,000
Print / Copy Speed (Letter, portrait)	Full Color & B&W: 45ppm
DF-701 Dual Scanner Document Feeder	Full Color/B&W Duplex Speed: 160 opm, Full Color/B&W Simplex Speed: 80 opm, Paper Capacity: 100 Sheets, Paper Size: 5.5" x 8.5" to 11" x 17"
Power Requirements / Consumption	120V 16A (60 Hz) / 1920W or less
TEC Value	3.20 kWh
Dimensions / Weight	24.2"(W) x 27"(D) x 36.3"(H) / 220.5 lbs

COPY

Warm-up Time / First Copy Time	Less than 25 seconds / Full Color: 5.5 seconds or less, B&W: 4.6 seconds or less
Copy Resolution / Quantity	600 x 600 dpi / 1-9,999
Magnification	Zoom range: 25% - 400%, 0.1% increments, Preset reduction: 78.5%, 73.3%, 64.7%, 50.0%, Preset enlargement: 121.4%, 129.4%, 154.5%, 200%
Copy Exposure Modes	Text (legible text), Text/Photo (clear text and halftones), Photo (optimized for gradations), Map (fine edges and legible text), Dot Matrix (dot matrix or pencil originals), Copied Paper

PRINT: Emperon Print System with bizhub Extended Solution Technology / Open API

Processor / Memory / Hard Disk Drive	1.2 GHz (MPC8536) / 2GB RAM / 250GB (Shared with the copier)
Print Resolution / Grayscale Gradations	600 x 600 dpi (1800 dpi equivalent x 600 dpi) or 1200 x 1200 dpi / 256 shades per pixel
Page Description Language / Fonts	PCL5e/c, PCL6 (XL v.3.0) Emulation, PS3 (v.3016) Emulation, XPS v. 1.0 (XML Paper Specification), PCL: 80 Roman fonts, PostScript 3 Emulation: 137 Roman fonts
Operating System Compatibility	PCL6/PS3: Windows XP Home (SP1), Windows XP Professional (x32, x64), Windows Vista (x32, x64), Windows 7 (x32, x64), Windows Server 2003 Standard/Enterprise (x32, x64), Windows Server 2003 Standard/Enterprise R2 (x32, x64), Windows Server 2008 Standard/Enterprise (x32, x64), Windows Server 2008 Standard/Enterprise R2, XPS: Windows Vista (x32, x64), Windows 7 (x32, x64), Window Server 2008 Standard/Enterprise (x32, x64), Window Server 2008 Standard/Enterprise R2; Mac (PS-PPD): OS 9.2 or later, OS X 10.2 or later, OS X 10.5 (Intel) or later / Linux: Red Hat Enterprise
Interface	10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
Network Protocols	TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, iPP, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLNMR, LLTD, SDDP, SOAP

COPY / PRINT FUNCTIONS

Features	Account Track (1,000 accounts), Administration Mode, Auto Duplex, Auto Tray Switching, Bi-Directional Communication, Black Over Print, Card Shot, Color Modes & Functions (Auto Color/Full Color, Black & White Mode, Single Color Mode, 2-Color Mode, Color Adjustments), Copy Guard, Copy Modes (Simplex/Duplex, 2-in-1, 4-in-1, 8-in-1, Book, Booklet, Booklet + Bind), Cover Mode, Creative Functions (Mirror Image, XY Zoom, Image Center, Base Color, Neg./Pos. Reverse, Image Repeat), Encrypted Network Password Printing, Energy Save Mode, Enlarge Display, Erase (Border, Frame, Edge) Mode, Finishing (Group, Sort, Staple, Punch, Half-Fold, Tri-Fold, Center Staple and Fold), Form Overlay, Glossy Mode, HDD Encryption, HDD Job Overwrite, HDD Sanitizing, Image Adjustments (Color Matching, Pure Black Auto ON/OFF, Color Balance, Screen Settings, Image Smoothing ON/OFF), Image Preview (Job Finishing Image Display, Engine Configuration Display), Interrupt, Job List, Job Reserve, Job Skip, LDAP, Mixplex, Mix-Media, MyTab, Non-Image Area Erase, OHP Interleaving, Password Copy, Program/Recall Jobs, Paper Type Selection (Normal, Thick 1/1+, Thick 2, Thick 3, Thick 4), Print Modes (Simplex/Duplex, 2-in-1, 4-in-1, 8-in-1, 9-in-1, 16-in-1, Booklet, Booklet + Bind), Print from USB, Proof Copy, Secure Printing, Separate Scan, Tab Printing, Text Enhancement, User Authentication (Up to 20 Authentication Servers/Synchronize w/Account Track), User Box Function, Utility (Meter Count, Environment Settings, Default Settings, One-Touch Settings, Check Consumable Life), Watermark, Zoom Selection
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SCAN

Scan Resolutions / File Formats / Color Modes	200 dpi, 300 dpi, 400 dpi, 600 dpi / TIFF, PDF, Compact PDF, JPEG, XPS, Compact XPS, PPTX / Auto Color, Full Color, Black & White, 2-Color, Single Color
Scan Functions	Scan-to-Email, Scan-to-FTP, Scan-to-HDD (Scan-to-User Box), Scan-to-Me/Scan-to-Home, Scan-to-SMB (Scan-to-Desktop), Scan-to-USB, Scan-to-WebDAV, Distributed Scan Management, Network TWIN, WS-Scan, Color Internet Fax

• FK-511 FAX KIT (OPTIONAL)

Compatibility / Compression	Super G3 compatibility, 33.6 Kbps modem speed / MH, MR, MMR, JBIG data compression
Fax Transmission Speed / Fax Memory	Less than 3 seconds per page (JBIG, standard resolution) / 2 GB (shared print, copy, scan, fax memory)
Fax Line Mode / Fax Exposure Mode	PSTN, PBX, G3 / Text, Text/Photo, Photo, Dot Matrix
Fax Functions	Autodialing (2,000 addresses), Auto Memory Reception, Auto Reduction Printing, Broadcasting (maximum 600 locations), Bulletin Board, Duplex Transmission/Reception, F-Code Support, Group Dialing (up to 500 addresses per group / up to 100 groups), Mailbox Transmission/Reception, Memory/Quick Dial, Overseas Transmission, Password Transmission/Reception, PC-Fax, IP Address Fax, Polling Transmission/Reception, Print Setting or Overnight Reception, Program Dialing (400 programs), Redial, Relay Transmission, Timer Transmission, TSI Routing
Options	Spare TX-Marker Stamp 2, SP-501 Fax Stamp Unit

PAPER HANDLING

Original Size	Up to 11" x 17" (scanning/copying), Up to 11" x 17" full bleed on 12" x 18" paper (printing)
Paper Trays	Tray 1: 500-sheet (universal cassette) / 5.5" x 8.5" to 11" x 17" / 14 lb. bond to 140 lb. index Tray 2: 500-sheet (universal cassette) / 5.5" x 8.5" to 12" x 18" / 14 lb. bond to 140 lb. index Bypass Tray: 150-sheet bypass/4" x 6" to 12" x 18", 8" x 13" / Banner Paper / 16 lb. bond to 100 lb. cover up to 300 gsm
• PC-110 Paper Feed Cabinet	500-sheets / 8.5" x 11", 8.5" x 14", 11" x 17" / 14 lb. bond to 140 lb. index / Foolscap: 8.5" x 13.5", 220mm x 330mm, 8.5" x 13", 8.25" x 13", 8.12" x 13.25", 8" x 13"
• PC-210 Paper Feed Cabinet	500-sheets (x2) / 8.5" x 11", 8.5" x 14", 11" x 17" / 14 lb. bond to 140 lb. index / Foolscap: 8.5" x 13.5", 220mm x 330mm, 8.5" x 13", 8.25" x 13", 8.12" x 13.25", 8" x 13"
• PC-410 Paper Feed Cabinet	2,500-sheets / 8.5" x 11" / 14 lb. bond to 140 lb. index
• LU-204 Large Capacity Unit	2,500-sheets/8.5" x 11", 8.5" x 14", 11" x 17", 12" x 18"/14 lb. bond to 140 lb. index
• LU-301 Large Capacity Unit	3,000-sheets/8.5" x 11"/14 lb. bond to 140 lb. index
Maximum Paper Capacity	6,650-sheets (total with options)

APPLICATIONS

Network & Device Management	PageScope Data Administrator, Driver Packaging Utility, HDD Back-Up Utility, Download Manager (ICC Color Profile Utility), Log Management Utility
User Tools / Management Tools	PageScope Web Connection, PageScope Direct Print, PageScope Box Operator, PageScope Print Status Notifier, Font Management Utility, Copy Protect Utility, Print Utility for Unix / bizhub vCare support
• PageScope Enterprise Suite	PageScope Account Manager, PageScope Authentication Manager, PageScope MyPrint Manager, PageScope MyPanel Manager, PageScope Net Care Device Manager (standard)

• ADDITIONAL OPTIONS

• Authentication / Security Options	AU-102 Biometric Authentication Unit, AU-201H HID Proximity Card Authentication Unit, AU-202H HID iClass Card Authentication Unit, AU-204H Magnetic Stripe Card Reader, AU-211P CAC/PIV Solution*, SC-508 Copy Guard Kit, WT-506 Working Table to support Authentication Devices, MK-735 Internal Mount Kit
• External Keyboard	KH-102 Keyboard Mount Kit, EK-606 USB Interface for External Keyboard and Voice Guidance, EK-607 USB Interface for External Keyboard, Bluetooth Support and Voice Guidance
• i-Option	LK-101 v3 i-Option, LK-102 v3 i-Option, LK-104 v3 i-Option, LK-105 v3 i-Option, LK-106 i-Option, LK-107 i-Option, LK-108 i-Option, UK-204 i-Option Memory Upgrade Kit
• Finishing	FS-534 50-Sheet Staple Finisher, PK-520 Punch Kit (FS-534), SD-511 Saddle Stitcher Kit (FS-534), FS-533 50-Sheet Inner Staple Finisher, PK-519 Punch Kit (FS-533), JS-506 Job Separator, OT-506 Output Tray (Exit Tray)
• Others	DK-510 Copy Desk, MK-730 Banner Paper Guide

• FIERY IC-414 EMBEDDED IMAGE CONTROLLER (OPTIONAL)

Processor / Memory / Hard Disk Drive	Intel Pentium E5300 2.6 GHz / 2 GB (standard/max) / 160 GB HDD
Page Description Language / Fonts	PCL5, PCL6, Adobe PostScript 3 (version 3019) / PCL: 80 fonts, Adobe PS3: 138 fonts
Operating System Compatibility	PCL6, PS3: Windows XP (x32, x64), Windows Vista (x32, x64), Windows 7 (x32, x64), Windows Server 2003, Windows Server 2008 (x32, x64), Mac: OS X 10.4.x, Intel-based: 10.4.x (print driver), 10.5.x, 10.6.x; Unix/Linux: 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0 / TCP/IP, IPX/SPX, AppleTalk (EtherTalk), LPR, SMB, LPD, Netware (5.x, 6.x), Pserver, Nprinter, NDPS, IPP, SMTP/POP3, LDAP, SSL/TLS, SNMP, HTTP/HTTPS, IPv6, DPWS (WSD)
Interface / Protocols	Fiery Command Workstation, ColorWise Tools, Fiery Spot-On™, Fiery WebTools, Fiery VUE, Secure Erase
Standard Software	Fiery Productivity Package, Hot Folders/Virtual Printers, Auto Trapping, SeeSequence Impose, SeeSequence Compose, Impose+Compose Suite, Color Profiler Suite with ES-2000, ES-2000 Spectrophotometer / Vi-506 Video Interface Kit for IC-414
Optional Software / Hardware	

• OPTIONAL • STANDARD

*Anticipated availability Fall 2012



KONICA MINOLTA

Konica Minolta Optimized Print Services offers a full suite of device output services and workflow solutions that increase efficiency and control costs. Please contact your authorized Konica Minolta sales representative for details.

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive
Ramsay, NJ 07446

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Item #: C454SS
12/12

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

1. Solicitation identified: These specifications apply to the following procurement:

supply, delivery, installation, setup of and training for a minimum of two (2) new commercial-grade multifunction copiers of varying specifications and for varying dates of delivery; maintenance services for said new copiers; and removal and disposal of a minimum of two (2) surplus copiers currently owned by the City

Purchasing Office Solicitation No.: 2015-041 and 2015-042

2. Notice to Bidders publication date: **May 28, 2015**
3. Solicitation release date: **May 29, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **June 4, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **June 11, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **June 12, 2015**
7. Tentative date of award: Date when the City Administrator is tentatively scheduled to award the selection of the lowest and best responsive and responsible bid: **June 22, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary:
- to supply, deliver, install, set up and provide training on a minimum of two (2) new commercial-grade multifunction copiers of varying specifications for varying dates of delivery;
 - to supply and deliver to the City of Franklin specified ongoing maintenance services for the new commercial-grade multifunction copiers purchased pursuant to this solicitation for as long as the machines are owned by the City; and
 - to assist, upon request from the City's IT Department, with removal of the hard drives (so that they may be destroyed by the City's IT Department) from, and then to remove and properly dispose of, the specified surplus copiers at the specified locations.

See the accompanying Instructions for Bidders for additional information and instructions.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

9. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full,

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid manufacturer's literature for all bid products, equipment and accessories.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

11.1. General.

11.1.1. C New machines:

11.1.1.1. C Successful bidder (that is, the bidder who is recommended be awarded the purchase) shall supply and deliver to and install and set up for the City of Franklin two (2) new commercial-grade multifunction copiers, as specified below, one (1) each at the following two (2) locations and according to the following schedule:

New machines to be purchased pursuant to this procurement:			
Procurement Solicitation No.	City Office	Location	Schedule of Delivery
2015-041	Planning and Sustainability Department	City Hall Suite 133 109 3 rd Ave. South Franklin, TN 37064	By June 30, 2015
2015-042	Information Technology Department Application Group	City Hall Suite 125 109 3 rd Ave. South Franklin, TN 37064	After June 30, 2015 but by July 10, 2015

11.1.1.2. C Manufacturer’s literature for all bid products, equipment and accessories shall be furnished by the bidder along with the submitted bid.

11.1.1.3. C Machine shall be current model year only, purchased new by the City, and have fewer than 1,000 total clicks on the meter.

11.1.1.4. C Machine shall be “Energy Star” rated by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

11.1.2. C Maintenance services:

11.1.2.1. C Successful bidder shall supply and deliver to the City of Franklin specified ongoing maintenance services for the new commercial-grade multifunction copiers purchased pursuant to this solicitation for as long as the machines are owned by the City, provided that (a) during the first 60 months of service, there shall be no obligation for the City to continue from one month to the next other than issuance by the City of a minimum 30-day notice of intent to discontinue, and (b) after the first 60 months of service, there shall be no obligation for either party to continue from one month to the next other than issuance by either party of a minimum 30-day notice of intent to discontinue.

11.1.2.2. C Maintenance services shall include unlimited toner, developer and other supplies (excluding paper and staples), and unlimited service and repair calls, with no base charge or minimum number of clicks billed, and to be billed monthly or quarterly in arrears on an itemized cost-per-black-and-white print/copy (not scan) image and, if applicable, an itemized cost cost-per-color print/copy (not scan) image basis.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

11.1.2.3. C The quoted per-click fees for maintenance services shall be held constant during the first 60 months of service. After the first 60 months of service, the quoted per-click fees for maintenance services may be increased by not more than 10% per year over the previous year’s respective fees.

11.1.2.4. C Service call response time, maximum: four (4) City business hours for 90% of the service calls made by machine, and six (6) City business hours for 95% of the service calls made by machine.

11.1.2.5. C During the first 60 months of service, in the event the machine cannot be repaired on site, vendor shall deliver a comparable business loaner by the close of business on the next City business day.

11.1.2.6. C During the first 60 months of service and the machine is operating within manufacturer specifications, in the event the machine is, in the collaborative opinion of both the City end-user department and the service provider, out of service too frequently and/or too much of a percentage of City office’s working hours, then vendor shall deliver a comparable replacement by the close of business on the next City business day.

11.1.3. C Surplus machines:

11.1.3.1. C Successful bidder shall assist, upon request from the City’s IT Department, with removal of the hard drives (so that they may be destroyed by the City’s IT Department) from, and then to remove and properly dispose of, the following two (2) surplus machines at the respective locations as listed above:

Surplus machines to be disposed of pursuant to this procurement:					
Procurement Solicitation No.	Make and Model	Date of original installation	Recent meter readings		
			Black & White	Color	As of
2015-041	KMBS C352	2/1/2006	334,541	301,467	5/18/2015
	KMBS 750	1/17/2006	937,579	n/a	5/18/2015
2015-042	not applicable				

11.1.3.2. C On the Bid Submittal Form, bidders shall indicate a trade-in value for each of the surplus machines identified above, said value to include the bidder’s cost of removal from the identified current location and proper disposal of said machines. The sum of the trade-in values will be applied as a one-time-only credit toward the purchase of new machines being purchased by the City pursuant to this solicitation. For purposes of establishing the trade-in values, bidders are encouraged to inspect the surplus copiers by prearrangement with the City’s Purchasing Office.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

- 11.1.4. C Delivery:
- 11.1.4.1. C Vendor specifically acknowledges and accepts City’s standard delivery terms as expressed under “General terms and conditions” above.
- 11.1.4.2. C Quoted bid pricing shall include unloading or offloading and deposit of the deliverable at the City offices and locations identified above.
- 11.1.4.3. C Vendor shall provide any labor and equipment necessary to unload or offload the deliverable in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 11.1.4.4. C Delivery shall be made during City of Franklin regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays observed by the City).
- 11.1.4.5. C Specific location of new machine at the City office and location identified above shall be determined by user department of the City at time of delivery.
- 11.1.4.6. C Vendor shall indicate on the Bid Submittal Form the estimated delivery in number of calendar days after receipt of order, not to exceed 30 days, subject to delivery schedule specified above.
- 11.1.5. C Installation and setup:
- 11.1.5.1. C Installation and setup shall be performed by a qualified manufacturer service representative at time of or within one (1) City business day of delivery.
- 11.1.5.2. C Installation and setup shall include electrical connection, machine setup, and providing technical support as requested by the City’s IT Department to facilitate connection of the machine to the City’s computer and telephone networks, but such connections are to be made only by the City’s IT Department and not by the vendor.
- 11.1.5.3. C Installation and setup shall include making the following black & white / color settings as default, with user overrides available, on both the installed machine and all network workstations’ print drivers setup to print to the installed machine:

Job	Black & White / Color Default Setting
Copies	Black & White
Prints	Black & White
Scans	Black & White
In-Bound Faxes	Black & White
Out-Bound Faxes	Black & White

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

- 11.1.5.4. C User manual and detailed troubleshooting information shall be provided upon installation and setup of unit.
- 11.1.5.5. C Installation and setup shall include training and customer support for at least one (1) representative of the end-user office.
- 11.1.6. C Trial period: Upon installation of the machine, the City shall have at least five (5) but no more than ten (10) City business days to accept or reject the machine. If the City chooses to accept the system, then the vendor shall present an invoice for payment. If the City chooses to reject the system, then the vendor shall be considered in breach and shall have no more than thirty (30) days to cure any deficiencies to the City's satisfaction. If the vendor is unable to do so, then it shall be required to remove the machine at its own expense. In the event of a breach involving deficiencies which the vendor is unable to cure to the City's satisfaction within the thirty (30) day cure period, then the City shall be relieved of all obligations pursuant to the award, including but not limited to payment for the machine and reimbursement for any of the vendor's costs or expenses relating thereto.
- 11.1.7. C Additional training and customer support: Additional training and customer support by a qualified manufacturer service representative shall be delivered within five (5) City business days of request by the City.
- 11.1.8. C Decommissioning: When the City is ready to take the equipment out of service, the City shall make arrangements for disposal of the equipment. Original supplying equipment vendor, still providing service at that time, shall provide instructions and assistance upon request with the formatting or removal of the hard drive and clearing the machine of any stored information.
- 11.1.9. C Insurance requirements:
- 11.1.9.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

- 11.1.9.2.** C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.
- 11.1.9.3.** C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.
- 11.1.9.4.** C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

11.2. C Detailed specifications for new machines.

<u>Feature</u>	Specifications	
	2015-041 (Planning and Sustainability Department)	2015-042 (Information Technology Department Application Group)
Pages per minute of black & white copies produced, minimum:	45	35
Pages per minute of color copies produced, minimum:	45	35
Total paper storage capacity, minimum:	3,600 sheets	2,050 sheets
Number of paper supply sources, excluding the bypass, minimum:	Four (4)	Four (4)
Capacity of bypass tray, minimum:	100 sheets	50 sheets
Bypass tray capable of feeding thick stock up to 140-lb. index:	Yes	Yes
Minimum of one (1) paper supply source other than bypass tray capable of feeding a minimum paper weight of:	Thick stock up to 140-lb. index	Thick stock up to 140-lb. index
Capacity of document feeder, minimum:	100 sheets	100 sheets
Pages per minute that the document feeder is rated to feed, minimum:	45	35
Number of drums, minimum:	Four (4)	Four (4)
Print controller processing speed, minimum:	800 MHz	800 MHz
Print controller memory, minimum:	1 GB RAM	1 GB RAM
Print controller utilizes a hard drive:	Yes	Yes
Hard Drive should be encrypted and machine shall have an ISO15408 Common Criteria security classification:	Yes	Yes
Network PCL and Post Script required:	Yes	Yes
At a minimum, shall be able to produce true 8-bit color (dithering and half-toning not acceptable):	Yes	Yes
Automatic color calibration:	Yes	Yes
Capable of being connected to the City's computer network to permit use as a printer/scanner:	Yes	Yes
Capable of scanning in both black & white and color:	Yes	Yes
Capable of being connected to the City's telephone network to permit use as a fax machine:	Not required	Not required
Able to scan to e-mail, FTP, desktop, hard drive and directly into City's OnBase system:	Yes	Yes
Includes physical, full QWERTY keyboard for easy data entry at the device:	Yes	Yes
Capable of printing onto paper with a size range of:	From 4" x 6" to 12" x 18"	From 4" x 6" to 12" x 18"
Capable of printing on envelopes:	Yes	Yes

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-041 and 2015-042

<u>Feature</u>	Specifications		
	2015-041 (Planning and Sustainability Department)	2015-042 (Information Technology Department Application Group)	
Finisher with stapling capability of up to:	50 sheets, multiple positions	Not required	
Finisher with saddle-stitch, able to produce 40-page booklets:	Yes	Not required	
Finisher with hole-punch:	Yes	Not required	
Finisher with tri-folding capability:	Not required	Not required	
Ability to separately track black & white and color copy and print images for minimum of 50 cost center codes:	Yes	Yes	
Electronic storage of print jobs:	Yes	Yes	
Estimated machine volumes to be utilized by City for bid evaluation purposes only, for 60 months:	Black & White clicks per month:	5,000	3,000
	Color clicks per month:	5,000	2,500

NovaCopy Inc. References for City of Franklin
Purchasing Office Solicitation No.: 2015-041 and 2015-042

Southern Land

1550 W. McEwen Drive, Suite 200
Franklin, TN 37067
Assorted KMBS MFP's
Becca Reilly – HR Director
(615)778-3151

Vanguard Healthcare

6 Cadillac Dr # 310
Brentwood, TN 37027
Assorted KMBS MFP's
John Wenick – IT Director
(615)250-7100

TN Baptist Convention

5001 Maryland Way
Brentwood, TN 37027
Assorted KMBS MFP's and Production Equipment
Dan Ferrell – Print Services Director
(615)371-7910

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. ²⁰¹⁵⁻⁰⁴¹ _____ - ²⁰¹⁵⁻⁰⁴² _____

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

NovaCopy, Inc.

15 Lindsley Ave.

Nashville, TN 37210

615-577-7677

dsheppard@novacopy.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Davidson) SS

Affiant, Daniel Sheppard, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
NovaCopy, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Daniel Sheppard
(signature of Affiant)

Major Account Consultant
(title of Affiant)

Sworn and subscribed to before me this 10th day of April, 2015

[Signature]
(Notary Public)



My Commission Expires: June 15, 2016

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Davidson) SS

Affiant, Daniel Sheppard, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the **Representative** of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
NovaCopy, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

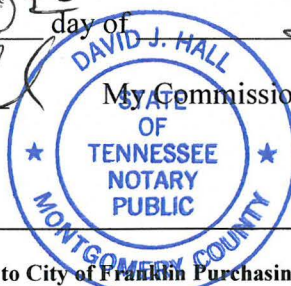
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

Daniel Sheppard
(signature of Affiant)

Major Account Consultant
(title of Affiant)

Sworn and subscribed to before me this 10th day of June, 2015

David J. Hall
(Notary Public)



My Commission Expires: June 15, 2016

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Davidson) SS

Affiant, Daniel Sheppard, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the **Representative** of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
NovaCopy, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

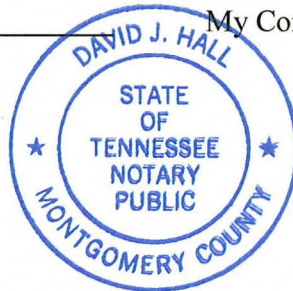
Daniel Sheppard
(signature of Affiant)

Major Account Consultant
(title of Affiant)

Sworn and subscribed to before me this 10th day of June, 2015

[Signature]
(Notary Public)

My Commission Expires: June 15, 2016



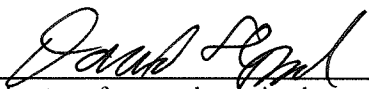
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Daniel Sheppard agrees that:
(printed name of person signing Agreement)

1. He or she is the **Representative** of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
NovaCopy, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

Major Account Consultant
(title of person whose printed name appears above)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lipscomb & Pitts Insurance, LLC 2670 Union Ave. Ext. Suite 200 Memphis TN 38112	CONTACT NAME: PHONE (A/C. No. Ext): 901-321-1000 E-MAIL ADDRESS: jessicaw@lpinsurnace.com	FAX (A/C. No): 901-321-1099
	INSURER(S) AFFORDING COVERAGE	
INSURED NovaCopy, Inc. 5520 Shelby Oaks Drive Memphis TN 38134-7315	INSURER A: American Zurich Insurance Company	NAIC # 40142
	INSURER B: American Guarantee and Liability In	26247
	INSURER C: American Zurich Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1421885695

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

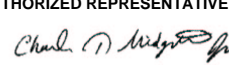
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> UGL1175FCW <input checked="" type="checkbox"/> UGL1345BCW GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPO011295800	3/26/2015	3/26/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UCA424FCW			CPO011295800	3/26/2015	3/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			AUC011296300	3/26/2015	3/26/2016	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC011295900	3/26/2015	3/26/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Franklin is an Additional Insured with respects to the General Liability per form referenced above as required by written contract with the named insured executed prior to loss subject to policy terms and conditions. Waiver of subrogation applies as respects to Workers Compensation in favor of the certificate holder as required by written contract with the named insured executed prior to loss subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave. South Franklin TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0164)

Attachment No. 2

Certificate of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
6/16/2015	Lipscomb & Pitts Insurance, LLC 2670 Union Ave. Ext. Suite 200 Memphis, TN 38112	1275124607	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	3/26/2016
				Automobile Liability	3/26/2016
				Umbrella Liability	3/26/2016
				Workers Compensation and Employers' Liability	3/26/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lipscomb & Pitts Insurance, LLC 2670 Union Ave. Ext. Suite 200 Memphis TN 38112	CONTACT NAME: PHONE (A/C. No. Ext): 901-321-1000 E-MAIL ADDRESS: jessicaw@lpinsurnace.com	FAX (A/C. No): 901-321-1099
	INSURER(S) AFFORDING COVERAGE	
INSURED NovaCopy, Inc. 5520 Shelby Oaks Drive Memphis TN 38134-7315	INSURER A: American Zurich Insurance Company	NAIC # 40142
	INSURER B: American Guarantee and Liability In	26247
	INSURER C: American Zurich Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1275124607

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

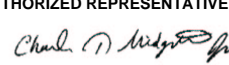
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> UGL1175FCW <input checked="" type="checkbox"/> UGL1345BCW GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CPO011295800	3/26/2015	3/26/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UCA424FCW			CPO011295800	3/26/2015	3/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			AUC011296300	3/26/2015	3/26/2016	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC011295900	3/26/2015	3/26/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Franklin is an Additional Insured with respects to the General Liability per form referenced above as required by written contract with the named insured executed prior to loss subject to policy terms and conditions. Waiver of subrogation applies as respects to Workers Compensation in favor of the certificate holder as required by written contract with the named insured executed prior to loss subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave. South Franklin TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ZURICH®

General Liability Supplemental Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
CPO0112958	03/26/2015	03/26/2016		77035000	-----	-----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:
 - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
 - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
 - (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

- a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1)** Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph f. of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section III – **Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By _____