SPECIFICATIONS

FOR

COPIER MONITORING SYSTEM

AT THE

HAMTRAMCK CITY HALL 3401 Evaline HAMTRAMCK, MICHIGAN 48212

OWNER: City of Hamtramck

CONTACT: Barry Ellentuck ADR Consultants, LLC 248.318.9424 Barryse@adrllc.net

DATE: April 24, 2012

PROJECT NO. 04172012A

TABLE OF CONTENTS

Title Page

Α.	Table of Contents	Page 2
В.	Instructions to Bidders	Page 3
C.	Conduct of Work	Page 5
D.	General Description of Work	Page 6
Ε.	Quality Assurance	Page 9
F.	Bid Proposal Form	Page 10
G.	Floor Plans	Attachment #1

INSTRUCTIONS TO BIDDERS

B. INSTRUCTIONS TO BIDDERS:

- Sealed Bids will be received at the offices of the City Of Hamtramck Clerk, on or before May 18, 2012 at 3:00 p.m., local time. Bids will be publicly opened and read aloud. Bids may be delivered in person or mailed, but their delivery is the Bidder's entire responsibility.
- 2. Mandatory Pre Bid meeting to be held at the offices of the City Of Hamtramck, City Hall 3401 Evaline, on May 4, 2012 at 2:00 pm.
- Bidders shall utilize the Bid Proposal Form (Section G) provided and Bids shall be submitted to the City Clerk's Office in sealed, opaque envelopes containing <u>only</u> the project name, address, the title "City Hall COPIER Project", and the date and time of the Bid opening.
- 4. Bids received after the deadline time will not be opened and will be returned to the Bidder.
- 5. Telephonic, electronic or faxed bids will not be accepted under any circumstances.
- 6. Unless otherwise specified, no bid may be withdrawn or modified in any way after the submittal deadline.
- 7. Bids must include all applicable taxes: local, state, and federal.
- 8. The Bidder certifies that his Bid has been arrived at independently without consultation, communication or agreement on price with any other Bidder or competitor for the purpose of restricting competition or gaining influence.
- 9. The Bidder certifies that his labor is experienced and will deliver the highest grade of workmanship and professionalism at all times.
- 10. Any additional permits required to perform the requested work will be paid by the Owner. All MIOSHA and OSHA requirements will be enforced.
- 11. **Non-Discrimination** The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220, Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or

disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

12. Indemnification - To the fullest extent permitted by Laws and Regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from or (ii) is caused in whole or in part by any act or omission of the Bidder, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

- 13. Jurisdiction Authority This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.
- 14. **Severability** The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.
- 15. **Income Taxes** Contractor agrees to contact City of Hamtramck Income Tax Division, Audit and Compliance Section, 3401 Evaline, Hamtramck, Michigan, 48212, telephone (313) 876-7700, to

establish reporting and withholding obligations under the City of Hamtramck Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Hamtramck income tax from wages paid to:

- a. Hamtramck resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Hamtramck income tax returns reporting and paying income tax on the net profits earned in the City.

16. Insurance - Receipt of insurance is part of the process of determining which bidder may be recommended for award to the Emergency Manager. If cause is found to change the recommendation that your company be awarded the contract, or if the Emergency Manager does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to City of Hamtramck. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

- a. <u>Workers' Compensation Insurance</u>: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. <u>Commercial General Liability Insurance</u>: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$

<u>2,000,000</u> per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

c. <u>Motor Vehicle Liability</u>: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage's, with limits of liability not less than <u>\$2,000,000</u> per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Page **5** of **21**

- d. <u>Additional Insured</u>: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insured's*: <u>The City of Hamtramck, all elected</u> <u>and appointed officials, all employees and volunteers, all boards,</u> <u>commissions, and/or authorities and board members, including employees</u> <u>and volunteers thereof</u>. It is understood and agreed by naming the City of Hamtramck as additional insured, coverage afforded is considered to be primary and any other insurance the City of Hamtramck may have in effect shall be considered secondary and/or excess.
- e. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Nevrus Nazarko, <u>City of Hamtramck, 3401</u> <u>Evaline Avenue, Hamtramck, MI 48212.</u>
- f. <u>Proof of Insurance Coverage</u>: The Contractor shall provide the City of Hamtramck at the time the contracts are returned by him/her for execution, certificates and policies as listed below:
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4. If so requested, Certified Copies of all policies mentioned above will be furnished.
- g. If any of the above coverage's expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to <u>City of</u> <u>Hamtramck</u> at least ten (10) days prior to the expiration date.
- 17. The City Of Hamtramck reserves the right to reject any or all Bids, to waive any irregularities and to accept other than the Low Bid when deemed to be in the Owner's best interest.

C. <u>CONDUCT OF WORK:</u>

- 1. The Contractor shall review the conduct of his work and schedule with the City prior to any on site activity. The review shall include, but is not limited to, the following.
 - a. Daily hours of work (no work shall be conducted on Sundays or Holidays)
 - b. Measures for maintaining safe, unencumbered access to the building entrances, exits and parking at all times.
- 2. All operations shall be conducted in a safe manner. Occupants of the building shall be protected from injury at all times with the inception of all necessary warning signs. Workers shall be protected by the application and enforcement of all state and federal requirements including, but not limited to MIOSHA and OSHA.
- 3. The building and property shall be protected from any damage resulting from the contractors work at all time.

D. <u>GENERAL DESCRIPTION OF WORK:</u>

The following description of work applies to the subject project.

COPIER System Intended usage

Objective: To consolidate all City Hall printing / Scanning and copying capabilities into centralized, managed equipment to enhance City Operational capabilities, better serve the public and reduce overall operating expenses.

Present Xerox Equipment is on Lease with 8 months remaining on current contractual obligations. Current Lease amount is \$492.10 per month.

The selected bidder will be responsible for deployment, maintenance and re supply of all Copier / Scanner and Printer Technology deployed within the Fire Department, Hamtramck Police Department and Main City Offices.

1. Description of Current Operation

The Current Technology architecture of the Municipal Complex is as follows:

<u>a.</u> <u>Fire Department:</u> Current Equipment consists of the Following:

B & W Laser Printers / MFP - 2 Color Laser Printers / MFP - 0 Color Inkjet Printers / MFP - 0 Large Volume B & W Multi Function Copier / Scanner / Fax - 0 Dedicated Fax - 0

b. Police Department : Current Equipment consists of the Following:

	Floor 1	Floor 2
B & W Laser Printers / MFP -	4	2
Color Laser Printers / MFP –	1	2
Color Inkjet Printers / MFP –	0	10
Large Volume B & W Multi Function		
Copier / Scanner / Fax -	1	2
Dedicated Fax -	0	1

c. <u>City Offices :</u> Current Equipment consists of the Following:

	Floor 1	Floor 3	<u>Mezzanine</u>
B & W Laser Printers / MFP -	6	3	2
Color Laser Printers / MFP –	0	2	0
Color Inkjet Printers / MFP –	3	2	0
Large Volume B & W Multi Functi	on		
Copier / Scanner / Fax -	3	1	1
Dedicated Fax -	1	3	1

d. Monthly Volume :

Color – 4,000 B & W – 42,000

e. Functionality:

All Equipment supplied is to be Microsoft certified compatible with Windows XP Pro, Windows 7 32 Bit and Windows 7 64 Bit. Additionally city is currently a Windows Server 2003 Environment Running Pervasive with a planned migration to a New Windows Server environment within the next 4 Months.

Cat 5 Ethernet networking drops are currently installed at all Xerox aka Large Volume B & W Multi Function locations.

All equipment to support networking, centralized printing, color scanning and PDF scan file creation with Email capability.

Equipment to have a browser based GUI interface for network programming.

Equipment to Include a minimum 55 sheet ADF

Equipment to Include Staple Finisher Unit with full sorting capability

Equipment to perform at a minimum 28 Sheet Per Minute Speed.

Additionally, OCR capability is a desired feature. Copiers must provide a minimum of 500 sheets of primary 8.5" x 11" paper storage with a second legal paper tray included in the base pricing.

Bidder MUST be an Authorized Dealer for the equipment being supplied.

d. <u>Desired Replacement Large Volume Equipment Scope:</u>

1. Fire Department - There are no plans to deploy new equipment at this time.

- 2. Police Department 2 Machines on First Floor / 2 Machines on Second (Hallway, Traffic)
- 3. City Offices 4 Machines on First Floor (DPW, Clerk, Treas, Income Tax) / 1 machine on third

e. Working Hours:

- 1. Normal working hours are 8:00 am 5:00 pm Monday thru Friday, except holidays.
- 2. Refuse pick should occur between these hours on a previously designated day.

f. QUALITY ASSURANCE:

- 1. All work shall be done by experienced workers capable of delivering high quality services. Any work deemed unacceptable by the City of Hamtramck or its representatives will be expected to be redone at the Contractor's expense.
- 2. Any neglect on the Contractor's behalf to remedy problems that occur in a timely fashion will provide the Owner with the necessary justification to terminate said contract.

BIDDER'S NAME___

G.	BID PROPOSAL FORM
(Submit	in Triplicate)

то:	City Of Hamtramck 3401 Evaline Hamtramck, Michigan 48212 Attention: City Clerk, COPIER Bid
PROPOSAL FOR:	City Hall COPIER System Project Number 04172012A
PROPOSALS DUE:	May 18, 2012 at 3:00 p.m. local time.

ALL SECTIONS OF THIS BID PROPSAL FORM MUST BE COMPLETED FOR THE BID TO BE CONSIDERED.

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the Contract Documents, including the Bidding requirements, and any and all Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all labor, materials, tools, expendable equipment, utility, and transportation services etc., necessary to complete in a workmanlike manner all of the Work required under Base Bid for the aforementioned project, all in strict accordance with the Contract Documents issued by the City Of Hamtramck. Therefore, the undersigned agrees to accept in payment the sum entered below which shall be the Base Bid.

BASE BID IN WORDS (AND FIGURES)

Bid: _____ Dollars (\$______) WIred or Wireless :_____

Ouestions:

1. What is your Company's standard service response time for a non emergency call (Defined as a minor inconvenience such as print quality issues or a down peripheral such as a stapler)?

2. What is your Company's standard service response time for an emergency call (Defined as a loss of printing or copying capability within a department effecting operations)?

3. How many technicians are assigned to work in the immediate service area?

4. How many technicians do you employ?

5. Has your Company failed to complete a project successfully within the last (3) years? If so, please provide details.

6. Is your Company the subject of pending litigation at present?

Page **11** of **21**

- 7. How long has your Company been authorized to sell and service the equipment specified?
- 9. Please Describe the Equipment being Quoted. Include all cut sheets under separate cover:

9A.Police –1 st Floor Hallway		
Model #:	Description:	
Copies Per Minute:	Color or B & W:	
ADF capacity:	Finisher Capacity:	
Main 8.5"x11" paper Tray Cap	pacity: Legal Tra	y Capacity:
Additional Tray Supplied?	Capacity	·
Scanner B& W or Color?	Speed:	Legal capability
Cost:		
9B.Police –1 st Floor Lt. Office		
Model #:	Description:	
Copies Per Minute:	Color or B & W:	
ADF capacity:	Finisher Capacity:	
Main 8.5"x11" paper Tray Cap	pacity: Legal Tra	y Capacity:
Additional Tray Supplied?	Capacity	·
Scanner B& W or Color?	Speed:	Legal capability
Scanner B& W or Color? Cost:		Legal capability
		Legal capability
Cost:	7	
Cost: 9C.Police –2nd Floor Hallway	Description:	
Cost: 9C.Police –2nd Floor Hallway Model #:	/ Description: Color or B & W:	
Cost: 9C.Police –2nd Floor Hallway Model #: Copies Per Minute:	/ Description: Color or B & W: Finisher Capacity:	
Cost: 9C.Police –2nd Floor Hallway Model #: Copies Per Minute: ADF capacity:	Description: Description: Color or B & W: Finisher Capacity: pacity: Legal Tra	y Capacity:
Cost: 9C.Police –2nd Floor Hallway Model #: Copies Per Minute: ADF capacity: Main 8.5"x11" paper Tray Cap	/ Description: Color or B & W: Finisher Capacity: pacity: Legal Tray Capacity	y Capacity:

Cost:		
9G.City Offices –Mezzanine		
Model #:	Description:	
Copies Per Minute:	Color o	or B & W:
ADF capacity:	Finisher Capacit	y:
Main 8.5"x11" paper Tray Cap	oacity:	_ Legal Tray Capacity:
Additional Tray Supplied?		Capacity:
Scanner B& W or Color?	Speed:	Legal capability
Cost:		
9H.City Offices –Treasurer		
Model #:	Description:	
Copies Per Minute:	Color o	or B & W:
ADF capacity:	Finisher Capacit	y:
Main 8.5"x11" paper Tray Cap	acity:	_ Legal Tray Capacity:
Additional Tray Supplied?		Capacity:
Scanner B& W or Color?	Speed:	Legal capability
Cost:		
9I.City Offices –Clerk		
Model #:	Description:	
Copies Per Minute:	Color o	or B & W:
ADF capacity:	Finisher Capacit	y:
Main 8.5"x11" paper Tray Cap	acity:	_ Legal Tray Capacity:
Additional Tray Supplied?		Capacity:
Scanner B& W or Color?	Speed:	Legal capability

Page **14** of **21**

Cost:_____

10. Leasing:

Provide Leasing monthly amounts for above equipment inclusive of maintenance for the following terms. Leases are to be zero down with buy out at conclusion.

10A. 36 Month:_____

10B. 48 Month:_____

10C. 60 Month:_____

11. Recognizing that one objective is to reduce overall expenses, please provide equipment replacement recommendations and anticipated monthly savings based upon current volumes:

Location	Description	New Unit	Cost	Est Monthly Savings	ROI
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10					
12. Leasing:					
Provide Lessi	ng monthly am	ounts for above	Aquinm	ont inclusive of maintena	unce for the follow

Provide Leasing monthly amounts for above equipment inclusive of maintenance for the following terms. Leases are to be zero down with buy out at conclusion.

12A. 36 Month:_____

12B. 48 Month:_____

12C. 60 Month:_____

13. Additional Costs associated with After Hours Police Department Emergency Response:

14. Cost of Maintenance Agreement on balance of CPE Equipment per Month:______.

15. Cost per sheet beyond established thresholds:

15A. B & W:_____

15B. Color:_____

References:

Bidder to provide references for (3) deployments similar in scope and technology to proposed system:

1. Company:	
Contact Name:	
Telephone:	

System Cut Date:	
------------------	--

2. Company:	
Contact Name:	
Telephone:	

System Cut Date:	
------------------	--

3. Company:

System Cut Date: _____

- 1. Please include a detailed description of the base bid via narrative description including a description of equipment and technologies to be deployed.
- 2. Please provide product cut sheets and preliminary Bill of Materials.
- 3. The undersigned agrees to hold all Prices stated in this Proposal firm and unchanged for a period of not less than ninety (90) days from the date of this proposal.
- 4. The undersigned agrees to commence work within seven (7) days after the Award of Contract, subject to the delivery of specified insurance certificate.
- 5. The undersigned recognizes that <u>time is of the essence</u> and will endeavor to complete all of the work in a timely manner. Furthermore, the undersigned agrees to submit a schedule of work prior to the execution of a Contract.
- 6. The undersigned agrees that he will submit a list of subcontractors and suppliers within 48 hours of notification of being low or second low qualified bidder. He shall jointly, with the Owner, select the subcontractors and suppliers deemed to be in the best interest of the Owner, and this list shall be used for the Work, unless otherwise directed.
- 7. The undersigned affirms that he has inspected the site and has familiarized himself with the field conditions, and specifications of the Work for which he has submitted a bid, as set forth in the Instructions to Bidders, and agrees that the cost of all work, specifically called for or that may be reasonable inferred to be done as part of the Work, has been included in the price.
- 8. The undersigned understands that The City of Hamtramck is Tax Exempt and all applicable State and Local Sales and Use Taxes and Federal Excise Taxes are to be excluded from the proposal.
- 9. The undersigned herein submits this proposal and agrees to enter into an agreement with the City of Hamtramck in accordance with the Contract Documents. In submitting this completed and signed proposal, it is understood that the right is reserved by The City of Hamtramck to reject bids and to make such award that, in the opinion of The City of Hamtramck, is in its best interest.
- 10. The Undersigned understands that this is not a contract, that submission of a Quote creates no contractual rights on the part of the undersigned and under named or gives them standing to challenge any decision made regarding this Quote, that if this Quote proposal is ultimately rejected or not accepted the undersigned and under named have no recourse and have, in any event, knowingly and voluntarily waived their rights, if any, thereto.

NAME OF BIDDER:

BUSINESS ADDRESS OF BIDDER:

BUSINESS TELEPHONE NO. OF BIDDER:

AUTHORIZED SIGNATURE:

DATE OF SIGNATURE:

LFGAL	STATUS	OF BIDDER
EE 07 (E	5171105	

Fill out the appropriate section and strike out the other two.

Corporation: State in which incorporated Official title of person signing proposal: Address of Signer:

Names and Titles of the Corporation's officers:

	Name		Title	
	Name		Title	
Partnership:				
Name of Members			Address	
		-		
		_		
		_		
		_		

Individual:

Official Name

Address

(The Bidder shall fill out the appropriate form and strike out the other two.)