

NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

MANAGED PRINT SERVICES

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____
Project Name: _____
Firm's Contact Person: _____
Telephone Number: _____
Fax Number: _____
E-Mail Address: _____
Postal Address: _____

The City of Portage Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.



Date of Issue: October 17, 2014

NOTICE TO BIDDERS

The City of Portage will open sealed proposals on October 27, 2014 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Managed Printer Services

You are invited to submit a bid for this project. Sealed proposals may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Managed Print Services

FOR OPENING: October 27, 2014

General specifications, description and conditions upon which the proposal is to be based are available at the City of Portage website www.portagemi.gov. Proposal packages will also be mailed upon request.

The City reserves the right to reject any or all proposals, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures, please contact the Purchasing Manager at (269) 324-9284. If you have questions regarding the specifications, please contact Maurice Hudson, Technology Services Operations Manager at (269) 329-4461.

1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2. Withdrawal of Proposals

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

1.3. Proposal Opening

Proposals will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.4. Interpretation of Documents

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of any drawing or specification, he may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person on record as receiving a set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.

1.5. Proposal Form

1.5.1. Each proposal shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.5.2. Alternate Proposals: Alternate written proposals submitted may be considered, oral proposals or modifications will not be considered. Final determination as to suitability and/or compliance with specifications of the City will lie with the City.

1.5.3. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any proposal received after the bid opening

date and time shall be returned to the bidder unopened.

1.6. Proposals Submitted via Facsimile Equipment

1.6.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

“Sealed Proposal _____ for opening _____”
Proposal Name Date

1.6.2. When proposal are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.6.3. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted **in a timely manner, whether or not the mistake was the fault of the bidder.**

1.7. Basis of Award

Favorable pricing will be one element of the selection process. Each proposal shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the bid adjusted accordingly. The estimated quantities of items are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. All of the following factors will be used in evaluating proposals received:

1.7.1. Responsiveness to Request for Proposal specifications.

1.7.2. Project Cost.

1.7.3. Qualifications of Firm

1.7.4. Qualifications and experience of the staff to be assigned to the project.

1.7.5. References.

1.7.6. Demonstrated capability to perform the type of work requested.

1.7.7. Scope of services to be provided.

1.7.8. Timeliness of services to be provided.

2. TERMS AND CONDITIONS

2.1. City Contract Administrator

The Director of Technology Services and Community Marketing shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulation sin any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a “Certificate of Authority to Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

2.3. Contractor’s Insurance

The successful bidder will also be required to furnish:

- 2.3.1. Workers compensation insurance, including employer’s liability, under the Workers Compensation Statutes of the State of Michigan.
- 2.3.2. Comprehensive General Liability Policy of at least \$1,000,000/occurrence for personal injury and property damage.
- 2.3.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- 2.3.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 2.3.5. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The contractor’s insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND

EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY
(except for Workers Compensation).

- 2.3.6. The certificates of insurance indicated above shall be endorsed to provide prior written notice to the City of cancellation, material change in policy or of intent not to renew or cancellation notice for non-payment of premium.
- 2.3.7. It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

2.4. Non-Discrimination

The Contractor 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, contractors 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.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

2.5. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") 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 therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, 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. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

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

2.6. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

2.7. Severability

The successful Contractor 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.

2.8. Default

The City may, by written notice to the Contractor, terminate the Contractor's right to proceed as to the whole or any part of the contract (1) if the Contractor fails to perform the services within the time specified, or (2) fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) provides inferior repair parts, labor, and/or cartridges.

2.9. Compensation to be Paid to the Contractor

Payment will be made upon satisfactory completion of the work, net 30 days.

2.10. Contract Period

The contract resulting from this solicitation shall be in effect for a 1 year period. The contract resulting from this solicitation may be extended for three (3) additional 1-year periods with the approval of the Contractor and the City of Portage. The City of Portage shall be the final authority in determining whether renewal proposals shall be accepted or new bids shall be solicited.

3. SPECIFICATIONS

3.1. The City of Portage desires to contract for the maintenance, repair of new and existing printer, and the provision of cartridges. Contract will be based on a price per page basis and ability to provide the list of desired services specified herein. Contractor shall submit invoices on a monthly basis.

3.2. Refilled/Remanufactured Cartridges: Refilled/remanufactured cartridges are acceptable for printers older than 1 year or that are no longer covered under manufacturer's warranty. OEM cartridges must be supplied for printers less than 1 year or that are covered under the manufacturer's warranty. New cartridges must be provided by the Contractor if refilled/remanufactured cartridges are unavailable. Currently, three printers are less than 1 year and remain under manufacturer's warranty:

- HP LG M525 mfp – purchased 8/15/2014
- HP LJ CM4540 mfp – purchased 7/29/14
- HP LJ M525 mfp – purchased 7/1/2014

3.3. Print Fleet (Networked Printers) should be monitored daily for the need of supplies and/or service and alert the Contractor and City of Portage IT Staff. Cartridges are to be delivered to the department the same day. If directed by the end-user, cartridges should be installed in the printer. There is to be no charge for this service.

3.4. Same day free repair service for printers, which includes all parts and labor. Contractor shall respond to requests for service within 2 hours.

- 3.5. Bi-weekly functional checks on network-based printers.
- 3.6. The City has a total of 45 network printers. Approximately 1,400,000 pages, at 5% coverage, were printed in the past 12 months.
- 3.7. Contractor to provide real-time printer monitoring software. IT Staff should have 24/7 access to real-time printer monitoring software used by the contractor
- 3.8. Provide a simple on-line interface for end-users and IT staff for ordering supplies. The interface should be customized to the specific users.
- 3.9. Provide Contract Administrator with a printer replacement plan. Plans will take into account the estimated life of the printer, estimated annual service cost, cost per page, and utilization percentage for all machine recommendations.

Inventory of Printers:

(HP J8016E) 1284.4DL:4D4E1 01DD	HP LaserJet 2200 01CB
DeskJet L7500 01CF	HP LaserJet 4100 Series 01DA
HP Color LaserJet 2840 01D4	HP LaserJet 4100 Series 01DB
HP Color LaserJet 3800 01D3	HP LaserJet 4200 01C9
HP Color LaserJet 3800 01D9	HP LaserJet 4200 01CE
HP Color LaserJet 3800 01E7	HP LaserJet 4250 01C8
HP color LaserJet 4600 01D0	HP LaserJet 4250 01D7
HP Color LaserJet 4700 01CB	HP LaserJet 4345 mfp 01CE
HP Color LaserJet 4700 01CE	HP LaserJet 4345 mfp 01D5
HP Color LaserJet 4730mfp 0121	
HP Color LaserJet 4730mfp 01CC	
HP Color LaserJet CM2320n MFP 01D6	
HP Color LaserJet CM4540 MFP 01C8	
HP Color LaserJet CM4540 MFP 01C9	
HP Color LaserJet CM4540 MFP 01CC	
HP Color LaserJet CM4540 MFP 01D0	
HP Color LaserJet CM6040 MFP 01DF	
HP Color LaserJet MFP M476dn 01D4	

HP LaserJet 4345 mfp 01E3
HP LaserJet 4345 mfp 01E6
HP LaserJet 500 colorMFP M570dn 01CB
HP LaserJet 500 MFP M525 01C8
HP LaserJet 500 MFP M525 01CA
HP LaserJet 500 MFP M525 01CC
HP LaserJet 500 MFP M525 01CE
HP LaserJet 500 MFP M525 01E0
HP LaserJet 600 M601 01CC
HP LaserJet M3035 MFP 01C8
HP LaserJet M3035 MFP 01C8
HP LaserJet M3035 MFP 01C9
HP LaserJet M3035 MFP 01CF
HP LaserJet M4345 MFP 01E9
HP LaserJet M4555 MFP 01CD
HP LaserJet P2055dn

**4. MANAGED PRINTER SERVICES
PROJECT INFORMATION SHEET**

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Bids will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

a. Please indicate the response that best describes your business:

____ Sole Proprietor ____ Partnership ____ Corporation

____ Other (please explain) _____

b. Business Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

c. Is your business involved in any proceedings that may affect the ability of the business to continue under the current business name for the duration of the project?

____ Yes ____ No

If yes, please explain (use additional page)

d. Is your business up for sale? ____ Yes ____ No

If yes, please explain (use additional page).

e. Primary staff to be assigned to the project:

Owner/Partner: _____

Project Supervisor: _____

Significant Technicians and Employees to be assigned:

f. Experience: Please indicate below the experience of your business pertaining to the specific type of work listed. Under the Self-Evaluation Section, please rate how you believe the contact person in charge of the project would rate services if they were contacted by the City of Portage and asked to rate overall satisfaction with the services provided by your business. Please restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

Please list projects similar to work requested for this project where staff identified in Section e have provided services.

<u>Name of Company</u>	<u>Contact Person</u>	<u>Phone</u>	<u>Contract Cost</u>	<u>Self Evaluation</u>
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____

(If more than three projects have been performed, please list the top three (3) that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

g. A Project Information Sheet and a Bid Proposal Page are required for submission as a part of these specifications. Have all items been included with your proposal?

_____Yes _____No. If answer is no, please explain.

h. The award of the contract is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the bid?

_____Yes _____No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary)

i. Provide the name of the real-time printer monitoring software to be utilized.

Will the City of Portage IT Staff have 24/7 access to the software?

_____Yes _____No

j. Contractor will provide free repair service for printers, including parts and labor.

_____Yes _____No

k. Contractor will respond to service requests within 2 hours, during normal work hours (M-F, 8-5:00).

_____Yes _____No

l. Contractor will monitor the need of supplies daily. Cartridges will be delivered to the user department the same day, and installed in the printer if requested by the user.

_____Yes _____No

m. Contractor will provide bi-weekly functional checks on network-based printers.

_____Yes _____No

n. Contractor will provide a simple on-line interface for end-user and IT staff to order supplies. The interface must be customized to the specific users.

_____Yes _____No

o. Annually, the contractor will provide the contract administrator with a printer replacement plan.

_____Yes _____No

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the business identified in Question a above to execute this information sheet on behalf of that business.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Bid Document.

FIRM: _____

BY: _____
(signature)

BY: _____
(please print)

POSITION: _____

TELEPHONE: _____ FAX: _____

**CITY OF PORTAGE
PROPOSAL FORM**

I, the undersigned, propose to furnish and install at the bid price shown, printer maintenance, repair and printer cartridges as per specifications supplied by the City of Portage. No contract is created until it is executed by all parties. Quantities are estimated only and are not a guaranteed.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

<u>Print Type</u>	<u>Est. Annual Quantity</u>	<u>Price Per Page</u>	<u>Extended Total</u>
Mono-chrome Print	1,283,119	\$ _____	\$ _____
Color Print	155,383	\$ _____	\$ _____
Total Annual Bid			\$ _____

TERMS: _____
(Minimum of 30 days, please identify any discounts given)

FIRM NAME: _____

BY: _____
Signature

DATE: _____

BY: _____
Name and Title (print or type)

ADDRESS: _____
Street City State Zip Code

Phone: _____

Fax: _____

DRAFT CONTRACT AGREEMENT

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm for the completion of this project.

CITY OF PORTAGE
CONTRACT

THIS CONTRACT made the ____ day of _____, 2014, by and between _____
_____ hereinafter called the "Contractor," and the
City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called
the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the Print Management Services all in strict accordance with the Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices for material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the _____ day of _____ the sum of which shall not exceed:

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached

ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Contractor's Proposal (or bid)
5. Contract (this document)

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

By: _____
Signature

Print name and Title

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

By: _____
Laurence Shaffer, Acting City Manager

Approved as to Form:

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. If the contractor is a corporation, the following certificate must be executed:

I, _____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a
corporation in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. [If the corporation is not a Michigan corporation,
then a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.]
I certify that the contract between the City of Portage and _____,
print or type name of corporation
Inc., was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
authority to bind the corporation to the contractual agreements pursuant to the authority of its
governing body and by-laws and is within the scope of its corporate powers.

Print or type name of corporation

Dated: _____, 20____ By: _____
Its: _____

B. If contractor is an LLC, the following certificate must be executed:

I, _____, certify that I am a member of the
print or type name
Limited liability company named as Contractor in the contract and that such LLC is in good
standing in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. [If the LLC is not a Michigan LLC, then
a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.] I
certify that the contract between the City of Portage and _____
print or type name of LLC
LLC was validly executed on behalf of the LLC by _____
print or type name
who was then a member of said LLC and has the authority to bind the LLC to contractual
agreements and that such contract is within the scope of its powers.

Print or type name of LLC

Dated: _____, 20____ By: _____
Its: _____

