

NOTICE

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

Document Microfilming, Imaging, and Destruction

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 Department 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: January 13, 2011

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, February 17, 2011 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Document Microfilming, Imaging, and Destruction

You are invited to submit a bid for this project. Sealed bids 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: Document Microfilming, Imaging, and Destruction

FOR OPENING: February 17, 2011

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website <http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx>. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, 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 specifications, please contact the Office of the City Clerk at (269) 329-4412.

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 329-4534.

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Attachments

Draft Contract

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 Bids

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 sixty (60) days after the date of opening set forth in the advertisement.

1.3. Bid Opening

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

1.4. Bid Form

1.4.1. Each bid 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.

1.4.2. Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. Bids submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.

1.4.3. 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 bid received after the bid opening date and time shall be returned to the bidder unopened.

1.5. Nondiscrimination

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.

1.6. Bids Submitted via Facsimile Equipment

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

“Sealed Bid _____ for opening _____”
Bid Name Date

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

1.6.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier's check is elected to meet the proposal guaranty/bond requirement, the cashier's check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.6.4. 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.

The basis for award will be the lowest Grand Total price whose bid is in the best interest of the city. The award will be based upon bids from responsive and responsible bidders.

This is a unit price bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an

initial contract price. 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 proposal adjusted accordingly.

2. **TERMS AND CONDITIONS**

2.1. City Contract Manager

The City Clerk shall be the City Contract Manager. The City Contract Manager 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.

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 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 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 at least 30 days prior written notice shall be given to the City of cancellation, material change in policy or of intent not to renew and 10 day 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.

2.5. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor 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 therefrom or (ii) is caused in whole or in part by any act or omission 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, 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 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. Contract Period

The contract resulting from this solicitation shall be in effect for a one-year period beginning March 17, 2011, with an option to renew for three additional one-year periods upon mutual agreement of both parties. The City reserves the right to accept a contract extension submitted by the successful contractor for up to a total of three years. The City reserves the right in its sole discretion to determine if a proposal for extension shall be accepted or if new bids shall be taken.

2.9. Compensation to be Paid to the Contractor

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

3. SPECIFICATION

3.1. General

The City of Portage is seeking bids for microfilming, imaging, and destruction of documents. Contractor shall include pick-up and delivery of documents in all pricing. Pick-up shall mean from locations within the City of Portage and delivery shall mean to locations within the City of Portage.

3.1.1. Needs Analysis – The contractor will provide written recommendations to the City of Portage upon review of a sample of the information to be processed. This recommendation is intended to best provide the City with the most effective way to process the materials that are submitted. This written information will be reviewed to ensure that the City’s record retention needs are being met and that the recommendation provides easy access and accurate document retrieval.

3.1.2. Procedure – Documents to be microfilmed and scanned are to be prepared, microfilmed, checked, indexed and checked. The index is to be written to a CD and checked, and the documents are to be returned to the City, destroyed, or stored at no charge for up to three months. Microfilm is to be edited for proper resolution, density, and checked for camera errors.

3.1.3. Documents are to be scanned are to be prepared, scanned, checked, indexed and checked. The index is to be written to a CD and checked, and the documents are to be returned to the City, destroyed or stored at no charge for up to three months.

3.1.4. Each CD or microfilm box should include the following information: roll number, city department name, subject matter, beginning and ending files names, and fiscal year.

3.1.5. Definitions:

A. Prepared: Includes the removal of clips, staples and bindings, documents unfolded and/or repaired as necessary and aligned to read in the same direction.

B. Indexed: Include the name of the city, the department name, type of document, date the material was filmed, name of the first file, name of the last file and the corresponding microfilm roll number.

3.1.6. Turnaround Time – Maximum turnaround time, from pickup to delivery, is two weeks. The vendor and City must agree on a mutual timeframe if the complexity or size of the project requires more than a two week completion time.

3.2. Microfilming

3.2.1. Film: Silver film. All film and back-up film size is to be 16 millimeters (mm). All film thickness is to be 5 mill. All film is to be labeled cartridges. Original film must be distinguishable from the duplicate film.

3.2.2. Auto Feed. Documents are all the same size, color, and density. Documents are free of staples or clips. An example would be a computer printout or cancelled checks.

3.2.3. Hand Feed. Includes staple pulling, unfolding and documents to be aligned to read in the same direction.

3.2.4. Duplicate Roll.

A. Duplicate Roll with original order. Duplicate roll to be silver duplicate, with same quality as the original roll. Bidder to provide cost of providing silver duplicate with original.

B. Duplicate Roll of Film order at later date. Bidder to provide cost of providing a silver duplicate roll of film at a later date with the same quality as the original roll of film.

3.3. Imaging (includes document preparation which includes, but is not limited to, removal of staples, paper clips, and folded pages)

3.3.1. 8 ½” x 11” and 11” x 17” Original

A. Bidder to provide cost per image/film for each 8 ½” x 11” original page. Cost per image/film to include microfilm back-up of images.

B. Bidder to provide hourly cost to convert pages to OCR Format.

C. Bidder to provide hourly cost to bookmark (link) headings to corresponding page(s).

D. Bidder to provide cost for original CD and duplicate CD.

3.3.2. Voter Registration Cards (5” x 8”)

A. Bidder to provide cost per image for 5” x 8” original. Price to include microfilm back-up, images linked to Microsoft Excel data file (State of Michigan standard), and images converted to PDF Format.

B. Bidder to provide hourly cost to create Microsoft Excel data file. Data file examples includes last name, first name, middle initial, date of birth, driver’s license or state identification number.

C. Bidder to provide cost for original CD and duplicate CD

3.4. Document Destruction

3.4.1. Bidder to provide cost for destruction of documents by either cross shredding or burning. Cost based on weight of documents with a Certificate of Destruction required. Both means of document destruction shall comply with all Federal, State, Local and Municipal laws and ordinances and any other applicable regulation.

**CITY OF PORTAGE
BID PROPOSAL**

I, the undersigned, propose to furnish and install at the bid price shown, document microfilming, imaging, and destruction services as per specifications supplied by the City of Portage.

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.

Microfilm

<u>Service</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price Per Unit</u>	<u>Price</u>
Auto Feed	Each	50,000	\$ _____	\$ _____
Single Sheet Hand Feed	Each	1,000	\$ _____	\$ _____
Duplicate Roll (Silver) made at time of filming	Each	105	\$ _____	\$ _____
Duplicate Roll (Silver) copy of existing roll	Each	105	\$ _____	\$ _____
Sub-Total Microfilm				\$ _____

Imaging

<u>Service</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price Per Unit</u>	<u>Price</u>
8-1/2" x 11" Originals				
Image 8-1/2" x 11" page	Per Page	100,000	\$ _____	\$ _____
Convert to OCR Format	Per Hour	250	\$ _____	\$ _____
Original CD-R	Each	35	\$ _____	\$ _____
CD-R Copy	Each	35	\$ _____	\$ _____
Microfilm backup, including indexing and linking to Microsoft Access data file.	Per Hour	250	\$ _____	\$ _____
5" x 8" Originals				
Image 5" x 8" page	Per Page	10,000	\$ _____	\$ _____
Convert to OCR Format	Per Hour	100	\$ _____	\$ _____
Database Entry	Per Hour	50	\$ _____	\$ _____
Original CD-R	Each	2	\$ _____	\$ _____
CD-R Copy	Each	2	\$ _____	\$ _____
Microfilm backup, including indexing and linking to Microsoft Access data file.	Per Hour	250	\$ _____	\$ _____
11" x 17" Original				
Image 11"x17" page	Per Page	100	\$ _____	\$ _____
Convert to OCR Format	Per Hour	50	\$ _____	\$ _____
Database Entry	Per Hour	15	\$ _____	\$ _____
Original CD-R	Each	1	\$ _____	\$ _____
CD-R Copy	Each	1	\$ _____	\$ _____
Microfilm backup, including indexing and linking to Microsoft Access data file.	Per Hour	250	\$ _____	\$ _____
Sub-Total Imaging				\$ _____

Document Destruction

<u>Service (circle which service you will provide)</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price Per Unit</u>	<u>Total</u>
Cross-cut shredding or burning of documents	Pound	6,500	\$ _____	\$ _____
Sub-Total Document Destruction				\$ _____

Grand Total		
Microfilm	\$ _____	
Imaging	\$ _____	
Document Destruction	\$ _____	
GRAND TOTAL		\$ _____

I further propose to complete the above-described services in first class condition in accordance with all specifications contained herein subject to purchaser's inspection and approval not later than _____ days from receipt of a Purchase Order (please note that availability and delivery will be considerations in award of the bid).

TERMS: _____ FIRM NAME: _____
 (Minimum of 30 days, please)

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 _____, 2011, 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 document microfilming, imaging, and destruction, 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, with price extensions, as filed with the City on the 17th day of February, 2011 for document microfilming, imaging and destruction services as full compensation as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance 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 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. Contract (this document)
2. Terms and Conditions
3. Specifications
4. Instructions to Bidders
5. Advertisement for Bids
6. Contractor's Proposal (or bid)

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: _____
Maurice S. Evans, 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 _____, Inc.
print or type name of corporation
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 _____ LLC
print or type name of 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: _____

