



CITY OF FLINT DEPARTMENT OF
PURCHASES AND SUPPLIES

City Hall
1101 S. Saginaw Street - Flint, Michigan 48502
(810) 766-7340 FAX (810) 766-7240 www.cityofflint.com TDD 766-7120

Dayne Walling,
Mayor

Bryan Bond
Chief Buyer/Purchasing Coordinator
bbond@cityofflint.com

REQUEST FOR PROPOSAL

OWNER/RETURN TO:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES 1101 S.
SAGINAW ST., ROOM 304, 3RD FLOOR FLINT, MI48502

PROPOSAL NO.: 591

SCOPE OF WORK:

The City of Flint, Department of Purchases & Supplies, is soliciting sealed proposals for providing:

POLE-MOUNTED OUTDOOR POLICE DIGITAL SURVEILLANCE CAMERA SYSTEM

Per the attached additional requirements.

Please provide a second duplicate copy of all submitted documents.

If your firm is interested in providing the requested goods or services, please submit your detailed bid to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Room 304, Flint, MI, 48502, by Nov. 30, 2009@ 3:00 PM (EST). Please note: all detailed bids received after 3:00 PM (EST) will not be considered. Bids must be in a sealed opaque envelope clearly identifying the proposal and proposal number. Faxed proposals into the Purchasing Department are not accepted.

A QUESTION AND ANSWER SUBMITTAL DEADLINE OF NOV 13 2009 IN RESPONSE TO THIS PROPOSAL HAS BEEN SET. ALL QUESTIONS MAY BE SUBMITTED IN WRITING VIA FASCIMILE AT (810) 766-7240 OR BY EMAIL TO bbond@cityofflint.com. AFTER THIS DEADLINE AND AT MINIMUM ONE WEEK PRIOR TO THE PROPOSAL DUE DATE AND TIME, A RESPONSE ADDENDUM WILL BE GENERATED BY THE CITY OF FLINT AND MADE AVAILABLE TO ALL PROSPECTIVE INTERESTED PARTIES.

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INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Proposer finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing Department before any Pre-Bid Question Deadline (if specified) or at least two (2) weeks prior to the proposal opening date indicated on the front of this document.

- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Proposal, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

- 3) **PROPOSAL SUBMISSION:**
 - a) The Proposer must include the following items, or the bid may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Proposals must be submitted to the Purchasing Department, City of Flint, 1101 S. Saginaw Street Room 304, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Proposer's responsibility to insure that its proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposer will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
 - c) Proposals must be enclosed in a sealed opaque envelope, box or package, and clearly marked on the outside with the following: RFP Title, Control Number, Deadline and Proposer's name, address, phone, fax and contact name.
 - d) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the Request for Proposals (RFP), and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
 - g) All costs incurred in the preparation and presentation of the bid is the Proposer's sole responsibility;
no pre-bid costs will be reimbursed to any Proposer. All documentation submitted with the proposal

will become the property of the City of Flint.

h) Proposals must be held firm for a minimum of 120 days.

4) **EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the proposal, the City of Flint will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected.

5) **DUPLICATE BIDS:** No more than one (1) proposal from any Proposer including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.

7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No Proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Proposer is debarred by the City of Flint from consideration for a contract award. Pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint" the following additional factors shall be considered, among others, in determining whether or not a proposed contractor or vendor is the "most responsible" and/or "most qualified" bidder:

All costs incurred by the City of Flint, or other governmental entities, in contested Change Orders by the contractor; Any litigation in which the contractor was involved with the City of Flint, or other governmental entities, relative to contract performance; Any failure of the contractor to meet bid specifications, or time limits, in previous contracts; The abandonment of a contract, or refusal to perform without legal cause after the submission of a bid; A record of bidding errors, or omissions, in two or more bid submissions in a thirty-six (36) month period; A record of failure to perform, or unsatisfactory performance of two or more contracts within a thirty-six (36) month period; Use of inadequate equipment, lack of expertise, or insufficient personnel to complete the proposed contract; A record of safety violations in two or more contracts within a thirty-six (36) month period; Conviction of a criminal offense as an incident to obtaining, or attempting to obtain, a public or private contract, or subcontract, or in the performance of such contract, or subcontract, within a ten (10) year period; Conviction of a criminal offense, within a ten (10) year period, of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicative of a lack of business integrity, or business honesty, which might affect responsibility as a municipal contractor; Conviction of state or federal antitrust statutes within a ten (10) year period arising out of the submission of bids and/or proposals; and, Any other cause that the City of Flint determines to be so serious and compelling as to affect responsibility as a municipal contractor, including debarment or similar

- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Proposer. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the City of Flint if the Proposer is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total proposal to the lowest responsive, responsible Bidder. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Nendor must execute and perform said Agreement. All bids must be firm for at least 120days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFP RESPONSE:** Proposers who receive this RFP but who do not submit a proposal should return this RFP package stating the reason(s) for not responding. Failure to return this form may result in removal of the Proposer's name from all bid lists.
- 12) **FOIA REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Nendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
- (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim; dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator.

The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.

(c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.

(d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

14) **PROPOSAL HOLD:** The City of Flint may hold proposals for a period of one hundred twenty - (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of proposers prior to making an award.

15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Nendor.

16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

17) **ERRORS AND OMISSIONS:** Proposer is not permitted to take advantage of any obvious errors or omissions in specifications~

18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.

19) **LAWS AND ORDINANCES:** The proposer shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.

20) **LOCAL PREFERNECE:** Proposers located within the corporate city limits of Flint, Michigan may be given a five percent (5%) competitive price advantage.

21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The proposer agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the proposer by him or by other employed by him and working under his direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the proposer maintaining his operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Proposer, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be

disregarded.

22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.

23) **NON-COLLUSION:** The proposer acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other proposer.

24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.

25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

26) **UNION COMPLIANCE:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.

27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at anyone or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

28) **JURISDICTION OF OMBUDSMAN:** Any person, business or other entity submitting a bid or proposal in response to a request by the City consents to be subject to the jurisdiction of the Ombudsman of the City of Flint and to comply with the respective Charter provisions governing the Ombudsman's duties, jurisdiction and powers.

29) **PREVAILING WAGE:** The successful proposer providing any contractual labor services must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91. The bidder is aware of City of Flint Resolution #R-12 dated April 8, 1991, a copy of which is annexed hereto and incorporated herein, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution.

30) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:

- (a) Residents of the City:
At a rate equal to 1 % of all compensation paid to the employee who is a resident of the City of Flint.
- (b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

31) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of proposer's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

32) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

33) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.

34) **FORCE MAJURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

35) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.

36) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.

37) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

38) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

39) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that

Contractor will not disclose any such information, or in any other way make such documents public,

without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.

40) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.

41) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

42) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

43) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

- 44) **BONDS - PAYMENT AND PERFORMANCE:** The City of Flint may request that before any contract, exceeding \$50,000.00 for the construction, alteration, or repair of any public building or public work or improvement of the state or a county, city, village, township, school district, public educational institution, other political subdivision, public authority, or public agency hereinafter referred to as the "governmental unit", is awarded, the proposed contractor, hereinafter referred to as the "principal contractor", shall furnish at his or her own cost to the governmental unit a performance bond and a payment bond which shall become binding upon the award of the contract to the principal contractor. However, if the principal contractor is a common carrier as defined in section 3 of Act No. 300 of the Public Acts of 1909, as amended, being section 462.3 of the Michigan Compiled Laws, or the designated operator of a state subsidized railroad, the principal contractor may provide an irrevocable letter of credit from a state or national bank or a state or federally chartered savings and loan association instead of the bonds. Neither the invitation for bids, nor any person acting, or purporting to act, on behalf of the governmental unit shall require that the bonds be furnished by a particular bank or surety company, or through a particular agent or broker, or through a bank, company, agent, or broker in any particular locality.

Payment Bond

The payment bond shall be in a minimum amount of 25% of the contract amount solely for the protection of claimants, as defined in section 6, supplying labor or materials to the principal contractor or his subcontractors in the protection of the work provided for in the contract. Payment bond shall be set by the City of Flint and shall be agreed upon by parties of any contract.

Performance Bond

The performance bond shall be in a minimum amount of 25% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms thereof. The bond shall be solely for the protection of the governmental unit awarding the contract. Performance bond shall be set by the City of Flint and shall be agreed upon by parties of any contract.

- 45) **INSURANCE/WORKER'S COMPENSATION:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.

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- (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
- (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."
- (d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds.

All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, nonrenewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

Any questions regarding this solicitation should be directed to Bryan Bond @ (810) 766-7340.

Sincerely,


Department of Purchases & Supplies

REQUIREMENTS

THE CITY OF FLINT POLICE DEPARTMENT IS SEEKING A UNIT PRICE PROPOSAL FOR THE POTENTIAL SYSTEMATIC AND GRADUAL IMPLEMENTATION OF A POLE-MOUNTED DIGITAL CAMERA COMMUNITY CRIME SURVEILLANCE SYSTEM. THE PURPOSE OF THIS PROPOSAL IS TO SUPPLY THE COST OF PROVIDING A TWO AND/OR THREE CAMERA POLE-MOUNTED SYSTEM FOR A NETWORKED SYSTEM THAT WILL PROVIDE REMOTE LIVE ACCESS AS WELL AS ARCHIVED VIDEO. ALL PROPOSALS SHOULD INDICATE CONFORMITY TO THE ATTACHED

MINIMUM SPECIFICATIONS. SYSTEMS PROPOSED MUST CLEARLY PROVIDE, MFG., MODEL, SPECIFICATIONS AND WARRANTY OF SYSTEM PROVIDED. THE TOTAL NUMBER OF POLEMOUNTED SYSTEMS AND LOCATIONS WILL BE CONTINGENT ON THE COST TO PROVIDE EACH SYSTEM WITH ADDITIONAL ASSOCIATED HARDWARE AND SOFTWARE SUBJECT TO SUBSEQUENT AVAILABLE FUNDING SOURCES TO THE CITY OF FLINT.

FOR MORE INFORMATION CONTACT RICK JOHNSON @ (810) 237-6867.

A QUESTION AND ANSWER SUBMITTAL DEADLINE OF _____ IN RESPONSE TO THIS PROPOSAL HAS BEEN SET. ALL QUESTIONS MAY BE SUBMITTED IN WRITING VIA FACSIMILE AT (810) 766-7240 OR BY EMAIL TObdbond@citvoflint.com. AFTER THIS DEADLINE AND AT MINIMUM ONE WEEK PRIOR TO THE PROPOSAL DUE DATE AND TIME, A RESPONSE ADDENDUM WILL BE GENERATED BY THE CITY OF FLINT AND MADE AVAILABLE TO ALL PROSPECTIVE PROPOSERS.

ANY PROPOSAL SHOULD AT MINIMUM ADDRESS THE FOLLOWING CONCERNS AND PROVIDE THE REQUESTED PRICING TO ENSURE THAT THE CITY OF FLINT HAS ALL THE NECESSARY INFORMATION TO MAKE A FUNCTIONALLY AND FINANCIALLY SOUND SELECTION DECISION. SUCH SELECTION WILL BE BASED ON SYSTEMS THAT MOST COMPLETELY MEET THE MINIMUM REQUIREMENTS AND THE MOST ECONOMICAL COSTS. ANY PROPOSAL LACKING IN THIS CRITERIA MAY BE CONSIDERED "NON-RESPONSIVE" AND THEREFORE BE EXCLUDED FROM FINAL CONSIDERATION.

Camera/System Requirements

1. Pole-mounted. Proposal pricing should consider customer mounting of camera equipment, but also provide a per camera system location installation rate by the proposer if available.
2. Provide at minimum a two (2) camera system with the option of a third camera in each system location. A separate unit price should be disclosed for a two (2) camera system with the adding of a third camera as an option.
3. Proposal should make an itemized cost consideration for a full comprehensive maintenance agreement on an annual basis for the system proposed beyond the stated manufacturer's warranty.
4. Vandal/Tamper resistant dome construction is preferred for the physical camera systems and the proposal should indicate if this feature of construction has been accomplished and how
5. Color digital camera features should be described and disclosed, using a defined pixel or frame resolution value, angle of view, camera lens aperture and focal length, frames per second, optical and/or digital zoom power, and low light lux values. (i.e. 18X optical zoom, capable of operating in very low light, to .3 lux color, .005 lux b/w or better, minimum resolution of 640x480, capable of 30 frames per second of video, including pan, tilt, and zoom user remote operation capable).
6. Proposal should disclose all user accessible remote control features and capabilities along with any software(s) necessary to take advantage of these features. Any user system training should be provided and included in proposed costs.
7. Each individual camera shall be supplied with tilt, zoom and 360 degree user controllable Pan

rotation capable.

8. A DDR system should be included with associated costs specifying mfg., model, and warranty. This system component should be capable of at minimum providing a 3D-day archive on pole units, with an open architecture and capacity expandable video station server (Dell equipment most preferred as certified technicians for this hardware are available on-site)
9. Camera(s) should be feature capable or modifiable to allow for internet access and connectivity either utilizing Broadband - Cellular Wireless connectivity or hard wired and/or fiber optic high speed connection through pre-existing local service providers at the point of pole units and system head end. System must be provided with appropriate broadband modems to allow connection to cable networks as well as DSL networks. Systems proposed should have modems capable of connecting to cell phone data networks either standard, or as a field installable option. Determination of the ultimate form of connectivity and negotiation of any additional costs to provide internet connection shall be a separate issue and said costs and service provider shall not directly become part of this proposal.
- 1 D. Proposal must provide stated guaranteed frame rate for video camera stream with minimal lag and indicate optimal required bandwidth capacity.
11. The system shall have sufficient security features to prevent unauthorized persons from monitoring or controlling cameras. Internet system connectivity shall be industry acceptable encrypted and password protected.
12. Camera systems should be battery backup and power surge protected with power down time value capacity for battery operation stated.
13. Cameras are to be supplied with housings suitable for their intended purpose. Housings must be suitable for outdoor installation, including water resistance and be temperature and wind load rated to withstand Michigan weather extremes.
14. The system is to be designed to allow local cable, on-site personnel, or utility technicians to install system to standard utility distribution poles. All required mounts must be supplied with each system.
15. Proposal should indicate quantity price breaks for individual units and multiples thereof as to take full advantage of initial system size and deployment within user's financial means.

CITY OF FLINT, MICHIGAN

AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

I, **STATE** OF

S.S.

COUNTY OF

..... being duly sworn, deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure to himself any advantage over other bidders.

Subscribed and sworn to before me at, in said County and State, this..... day of, A. D. 20

.....
*Notary Public, County,

My Commission expires, 20.....

FOR CORPORATION

I, **STATE** OF

S.S.

COUNTY OF

..... being duly sworn, deposes and says that he is..... of
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at, in said County and State, this..... day of, A. D. 20

.....
*Notary Public, County,

My Commission expires, 20.....