Bid No: TR110316

Bids for: Public Safety Phones Maintenance and Service

Bid Due (no later than): Tuesday, November 22nd, 2016 at 10:30, local time

Buyer: Traci Reimringer, (612) 673-2176
Traci.Reimringer@minneapolismn.gov

User Department: City of Minneapolis IT Department

Scope: To provide maintenance and service for Public Safety Phones as needed and called for to the City of Minneapolis, IT Department; all in accordance to the bid specifications and bid form.

Please submit only the page(s) titled "Bid Form" form below. Do not attach terms and conditions, brochures, or any other qualification of your bid.

Important Notices:

(1)The City reserves the right to accept or reject any part of any bid; (2) When bidding on goods other than specified, bidder must give complete description, including trade name and brand; Failure to bid on the goods specified may result in a determination of non-responsiveness (3) If this is a LUMP SUM BID, your total bid should include sales tax, if applicable (4) See additional attachment for Instructions to Bidders and Terms of Purchase

Online Posting of Informal Bids:

City of Minneapolis Website - http://www.minneapolismn.gov/finance/procurement/bidopenings

- All addendums can be found online; please check the above website BEFORE submitting your completed bid response. Vendors are responsible for acknowledging bid addendums.

Informal Bids Can Be Submitted By:

- Fax: (612) 673-2106
- Email: Traci.Reimringer@minneapolismn.gov
- Mail: Finance – Purchasing Office, 330 2nd Ave South, Room 552, Minneapolis, MN 55401

All Questions Must Be Emailed 8 Days Before Bid Due Date to the Email Below. Any Questions Received After This Cut Off May Not Be Answered. Traci.Reimringer@minneapolismn.gov

Automatic Bid/RFP Notification:

Visit the Purchasing website at - http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

Taxes: Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at http://www.ci.minneapolis.mn.us/finance/procurement.

TERMS OF PURCHASE

1. **Definitions:** The term "Purchaser" means the City of Minneapolis and the several departments and boards of the City, and the term "Seller" means the person, firm or corporation from whom the merchandise or service has been ordered.
2. **Taxes:** Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf
3. **Contract:** Vendor's copy of Purchase Order and/or contract when properly signed, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account, supersedes all previous communications and negotiations, and constitutes the entire agreement between the parties. No terms stated by Seller in accepting or acknowledging an order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign order without Purchaser's prior written consent. No waiver of a breach of any provision of order shall constitute a waiver of any other breach of such provision or of any other provision. Time is of the essence on order.
4. **Quantity:** The quantity of merchandise delivered shall not be greater than the amount specified unless an additional amount is first ordered by Purchaser in writing on its "Purchase Order Change" form. Purchaser may return quantities in excess of amounts specified to Seller at Seller's expense.
5. **Shipment:** A notice of shipment shall be sent to Purchaser at the time of shipment which shall state the number of the order, the kind and amount of merchandise, and the route by which the shipment is being made. All merchandise shall be suitably packed, marked, and shipped in accordance with shipping instructions specified herein and the requirements of common carriers in a manner to secure the lowest transportation cost. Seller shall be liable for any difference in freight charges arising from its failure to (a) follow the shipping instructions specified herein or (b) properly describe the shipment. Purchasers and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers.
6. **Invoices:** Invoice must show the name of the division to which the merchandise was delivered or shipped. If any sales, use, duty, excise or other similar tax or charge, for which Purchaser has not furnished or agreed to furnish an exemption certificate, is applicable to order, it must be stated separately on the invoice.
7. **Responsibility:** Seller shall be responsible for any and all loss or damage to the merchandise until delivered to Purchaser at the F.O.B. point specified on the face of order; or, if no such F.O.B. point is specified, until delivered to a common carrier or to Purchaser's plant, whichever may first occur.
8. **Inspection:** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any merchandise is found to be unsatisfactory, defective, or of inferior quality or workman-ship, or fails to meet the specifications or any other requirements of order, Purchaser may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchase for (a) any amounts paid by Purchaser on account of the purchase price of such returned merchandise and (b) any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
9. **Warranty:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser, or any warranty provided by law.
10. **Title:** Seller warrants that the merchandise is free and clear of all liens and encumbrance and that Seller has a good and marketable title to same.
11. **Compliance:** Contractor agrees that during the life of this contract it will not discriminate against any employee or applicant for employment or do any other act which is prohibited by, or fail to comply with the provisions of all applicable federal, state and local laws and regulations pertaining to discrimination which shall be considered a part of this agreement as if more fully set forth herein. Contractor agrees that it will include a provision similar to the above paragraph in all subcontracts entered into for the performance hereof. Contractor hereby agrees that this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited for violation of the above statutes and ordinances or this paragraph.
12. **Termination for Default:** In the event of a breach of any of the terms of order including Seller's warranties, Purchaser may, at its option and without prejudice to any of its other rights, cancel any undelivered merchandise.
13. **Patents, Trademarks, and Copyrights:** Seller warrants that the sale or use of this merchandise will not infringe or contribute to the infringement of any patents, copyrights or trademarks in either the United States of foreign countries. Seller shall indemnify Purchaser against any loss or damage (including attorney's fees and other costs of defending an action) arising from the breach of this warranty.
14. **Contract Security:** If required by specifications a bond must be filed in the full amount of contract for the use of the City of Minneapolis, and of all persons during work or furnishing or engaging skill, tools, machinery, materials, insurance premiums, equipment or supplies, under or for the purpose of this contract pursuant to Section 574.26 Minnesota Statutes annotated, for the strict and faithful performance of contract by the contractor or his employees or agent. The form, content and execution of said bond to be approved by the City Attorney. The bond shall be approved by the proper City officers, signing and counter signing the contract.
15. **Insurance:** Evidence of insurance must be filed with the Purchasing Agent showing compliance with all insurance requirements which have been set forth in specifications. Where there are not specifications, or they do not set forth insurance requirements, evidence of the following insurance shall be furnished by all contractors when the purchase order includes any labor or services. Workmen's Compensation Insurance as required by law.

Contractor's Public Liability Insurance	$250,000.00 each person	
Including automobile (bodily injury liability)	$500,000.00 each occurrence	
Contractor's Public Liability Insurance	$100,000.00 each occurrence	
(Property damage liability)	$300,000.00 aggregate	
Automobile Liability: Bodily Injury	$100,000.00 per person	$300,000.00 per occurrence
Property Damage	$100,000.00 per occurrence	$300,000.00 aggregate

Instructions to Bidders

IF the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashiers check or bidder's corporate surety bond. If certified check or cashier check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships -
http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

BID FOR PUBLIC SAFETY PHONES MAINTENANCE AND SERVICE

Contract Duration: January 1, 2017 (award date) through December 31, 2019, with additional extensions available at the sole option of the City.

Opening Statement

The City of Minneapolis is soliciting bids from qualified companies for goods and services to maintain and service existing public safety phones for the City. The pricing for services shall be on a fixed bid, with additional parts and labor costs, and materials with percentage discounts off MSRP (see attached Bid Form -Basis of Award Table).

1. Background

The City currently has public safety phones located throughout the City. Selected Consultant will service the existing public safety phones, with an option for future safety phone growth, as needed. These phones are used throughout the City to provide emergency access for citizens. An emergency is defined as any work outside of the monthly maintenance sweep, as directed by the City. Emergency response must be within 24 hours. The phones are a direct dial to 911.

Current public safety phones reside at the following sites:

- Midtown Greenway
- Cedar Lake Bike Trails
- Bluff Street Trails

Each of these sites is represented by a City "Authorized Requester" who is the approving authority for all maintenance, service and project related work for his/her respective site. A departmental list of Authorized Requesters and approved alternates will be provided to the Consultant.

2. General Scope of Work

Monthly Maintenance

- Consultant will perform monthly maintenance consisting of testing all components (lights, phone, connects to 911), and repair, as needed, on all public safety phones by the 10th of each month.
- Consultant will coordinate this monthly test with 911.
- A report on the status and repair of each phone will be provided to the City of Minneapolis by the 15th of each month.

Seasonal Maintenance

- In addition to regular Monthly Maintenance, Consultant will perform spring and fall cleaning on all public safety phones. Season Maintenance includes: DCON rodent repellant packets installed inside unit, glass cleaning where lights are, vacuum out inside of enclosures and cabinets, clean or replace air filters as needed, and ensure conduits are sealed. This will occur in April and October by the 10th of each month.
- A report on the status and repair of each phone will be provided to the City of Minneapolis by the 15th of each of those months.

Break/Fix

- In the event of a critical breakdown, Consultant will respond as directed by City of Minneapolis and repair broken equipment within 24 hours. Business hours are defined as Monday through Friday, 7:00 a.m. to 5:00 p.m. No overtime is authorized without explicit consent of the City of Minneapolis.
- In the event Consultant discovers a line cut by another agency, Consultant will notify City of Minneapolis within four hours.
- Consultant will coordinate with Century Link directly for circuit related issues and notify City of Minneapolis.

Upgrades

- Consultant will replace critical components on phones on the Midtown Greenway, as directed by the City.
- Consultant will provide programming of new devices, as needed.
- Consultant will coordinate testing with 911.
- Consultant will dispose of all salvaged components in an environmentally appropriate manner.

Onsite Requirements

Consultants are responsible for familiarizing themselves with the site area and nature of work prior to sending technicians. Technicians will arrive on site with all the necessary materials and tools to perform the work. This includes a bucket truck (if necessary), parts to repair the public safety phones and incidentals pertinent to install or repair a phone.

The Consultant shall have full responsibility for delivery of all required materials to meet the requirements of the City's Purchase Order, should one be issued. All shipping and handling fees must be included in the Consultant's base price of the materials.

The Consultant must take all necessary precautions to protect materials from any type of damage or loss and must replace any damaged or lost material as required by the City Authorized Requester.

3. Bid Specifications

This section provides an overview of Consultant qualifications and the City's specifications regarding Surveillance Systems.

General Qualifications

3.1 Consultant is responsible for familiarizing themselves with all conditions relevant to this bid including the laws of the State of Minnesota, City ordinances, and any other jurisdictional requirements that might affect the proposal.

3.2 Consultant is responsible to familiarize themselves as to the exact nature and existing conditions of any site area as well as the requirements of the specifications for the extent and quality of work performed. Failure to assess these factors will not relieve the Consultant of the obligation to perform the requirements of the specification.

3.3 Consultant must be primarily engaged in the business of furnishing, installing and maintaining public phone systems and must have been actively engaged in this field for a period of not less than five consecutive years. Consultant may be required to validate this claim within 48 hours should the City make this request.

3.4 Consultant must demonstrate they have the technical expertise, resource availability, experience, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.

3.5 Consultants' technicians must have all necessary current certifications and licenses to perform work onsite.

3.6 Consultant shall, at their own expense, secure any business or professional licenses, permits, or fees required by the City, Hennepin County or State of Minnesota.

3.7 Upon request, Consultant shall consult with City Authorized Requesters and recommend a short- and long-term product lifecycle management strategy for enterprise planning, efficiencies in cost savings, and standardization of enterprise systems.

4. Service Level Agreement (SLA)

4.1 Consultant shall provide a resolution within 24 hours, if deemed critical by the City of Minneapolis.

4.2 Consultant shall provide a remedy of 5% discount on the work and materials used to complete the break/fix to City if the SLA is not met.

5. Billable Charges/Invoicing

5.1 Billable time starts when onsite at work location and ends when leaving onsite work location (e.g. travel time to and from shop locations, no matter the reason, are not allowed).

5.2 Weekday shall be defined as 7 a.m. to 5 p.m. CT on Monday through Friday.

5.3 Trip charges and fuel surcharges are not allowed.

5.4 Bucket truck rates shall be listed as a separate line item on the Bid Form, not included in the time and labor hourly all inclusive rates.

5.5 Site surveys, if required by the City, shall be provided at no charge.

5.6 Delivery charges are not allowed.

5.8 All invoices shall contain the following information:

- Name of requester
- Location of Work
- Department
- Contract Number
- Materials List
- Hours

5.9 Invoices shall be emailed to the Authorized Requester for each project. All invoices are paid within 35 days of receipt of invoice, per Minnesota State Statute.

5.10 Invoices shall not be emailed until the work has been successfully completed/approved by Authorized Requester.

5.11 Sufficient detail that explains the charges contained in the invoice shall be submitted in a "Line Item" format with MSRP and percent discount shown on the invoice.

5.12 Consultant shall provide a point of contact for invoicing questions.

6. Basis of Award

Basis of Award Table

6.1 This bid will be awarded to the lowest responsive bidder, per the Basis of the Award Table.

6.2 Bidders are obligated to complete the entire Tables A-B-C or Consultant's bid will be rejected.

7. Miscellaneous Items

7.1. Consultant Terms and Conditions or other attachments to the bid form, that are not requested, should not be submitted. Only attach forms and other documentation specifically required to be submitted with your bid (DO NOT attach anything else, including your own terms and conditions, or your bid may be rejected): Bid Form & Prevailing Wage Form

Informal Bid TR110316
Bids Due 10:30 AM, Local Time
November 22nd, 2016

Company Name _____

Date_____

PUBLIC SAFETY PHONES MAINTENANCE AND SERVICE
BID FORM

My/Our bid to provide all materials, equipment, labor, incidentals (including permits) and delivery for the City-wide Public Safety Phones Maintenance and Service, as needed and called for, to the City of Minneapolis all in accordance with your bid specifications. Please include all applicable sales taxes and fees in your bid pricing.
Numbers must be legible or bid may be rejected. Entire bid form must be completed.

A. Time and Labor

Description		Crew Type	Unit Type	Price
1	Weekday Cost	Service Technician	Hourly All Inclusive Rate	$ /Hour
2	Bucket Truck	Not Applicable	Daily rate, as needed	$ /Day

B. Equipment- New and Replacement Parts (includes furnish and delivery)

Item No.	Description	Manufacturer	Part Number	MSRP Pricing	Percentage Discount Off MSRP*
1	Entire Unit – Faceplate, speaker, button, CPU replacement	Code Blue	BB13AD11062	$ /ea	%
2	Strobe Kit	Code Blue	40159	$ /ea	%
3	IA4100 Single Button Faceplate	Code Blue	50001	$ /ea	%
4	Lamps	Code Blue	41408	$ /ea	%
5	Other Miscellaneous Parts	Code Blue	TBD		%

C. Basis of Award Table - Complete the entire table or Consultant's bid will be rejected. The following scenario will be used to evaluate each Consultant's bid.

Quantity	Description	Part Number/ Brand	Price	Percentage Discount Off MSRP *
1 Month	Monthly Maintenance	N/A	$ /month	N/A
4 hours	Service Technician – Emergency Response	N/A	$ /hour	N/A
3	LED Light Strobe replacement, per visit		$ /ea	%
6	Entire Unit - Faceplate, speaker, button, CPU replacement, per visit		$ /ea	N/A

*Percentage Discount off MSRP: discount stated in Table B and Table C must match.

Informal Bid TR110316
Bids Due 10:30 AM, Local Time
November 22nd, 2016

Contract Duration: January 1, 2017 (award date) through December 31, 2019 with the option to extend.

Extension: Bidder offers to extend Pricing and Terms for _____ additional years after initial award; at the sole option of the City of Minneapolis. (Two years is the maximum number of years this contract is eligible to be extended)

Bid Submission: Bid Form & Prevailing Wage Form are the only documents that should be submitted. Please do not attach modifications to the bid terms and conditions or exceptions to the bidding specifications in your bid response. This may cause your bid to be deemed non-responsive.

Basis of Award: A single contract will be awarded to the overall low, responsive, responsible bidder meeting all specifications based on Table C.

Insurance: Awarded vendor will be required to submit a certificate of insurance naming the City of Minneapolis as the Certificate Holder/Additionally insured party before any work can begin according to the insurance requirements in our Terms of Purchase

Acknowledge Addenda No. ____ ____ ____

Bidder must supply Federal Tax ID No. or Social Security No. _____
If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and/or services described in the Invitation to Bid, designed to limit independent bidding or competition.

One complete bid response and Prevailing Wage form is to be returned.

BIDDER _____

CIRCLE ONE: (Corporation – Partnership – Individual)

SIGNED BY _____

(Signature) (Name Printed)

ADDRESS _____

CITY _____ STATE_____ ZIP +4 ZIP CODE _____

BUSINESS PHONE (_____)_____ FAX NUMBER _____

E-MAIL ADDRESS _____

BIDS RESULTS WILL NOT BE MAILED, BUT WILL BE E-MAILED TO THE E-MAIL ADDRESS ON THIS BID FORM UPON AWARD.