



# OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

## REQUEST FOR PROPOSALS COMPREHENSIVE COPIER MANAGEMENT PROGRAM FOR THE CITY OF BURLINGTON

### A. PROCURING AGENCY

1. The procuring agency is The City of Burlington.

### B. BACKGROUND AND PURPOSE OF THE REQUEST FOR PROPOSAL

1. The City of Burlington currently operates over 101 document devices ranging from full function copiers to local ink jet and laser jet printers in 19 Departments in 14 locations. Of the 101 devices, 85 are unique machines. Currently, five different companies provide maintenance of these machines.
2. It is the intent of the City to establish a comprehensive managed copy/print plan that will include recommended guidelines for determining the proper device and method of printing based on the characteristics of a particular job; with the ultimate objective to move to a paperless document management software system. To facilitate this transition, the City is soliciting proposals from document and print management companies to provide expertise and equipment to reduce internal and external print costs through the appropriate placement of standardized equipment and print policies. It is the City's intent to enter into a four year master lease and maintenance agreement, with the option to extend the agreement for an additional year. The City recognizes that it may become necessary to add equipment to Central Services capable of producing jobs at less cost than using out-sourced printers. These additions may include digital duplicators which are better suited for runs of 100 or more, and/or high speed copiers with unlimited sorting and finishing capabilities which are better suited for the tasks required.
3. The City has offered and will allow vendors an opportunity to perform on-site visits to each City Department to perform a survey of existing reprographic systems. Annual volumes, service histories, current costs and configurations are being made available to vendors. Users were interviewed as to the level of satisfaction

with the equipment and service organization, and asked to make recommendations for improvements and/or additional features desired.

4. Among the findings of this analysis were the following:
  - 4.1 For informational purposes, annual volume is approximately 4.2 million impressions, which include 3.2 million copies from the convenience copiers and printers within the departments and approximately 1 million copies out-sourced to local printers.
  - 4.2 The City relies too much on local printers for jobs that could be handled in-house, if the proper digital equipment and finishing functions were made available.
  - 4.3 At the department level there is a large volume of unregulated copies that are being run on expensive, uncontrolled laser and ink jet printers
5. During the walk through, some machines were identified as underutilized and possessed features that exceeded the needs of the department. Many proposed solutions recommended adjustments in the size and capabilities of a number of department copiers. Each vendor is asked to provide solutions and replacement equipment based on volumes actually produced, and which in their view would both satisfy the requirements of the City and be a more cost effective solution. Such proposal may include the replacement of numerous pieces of equipment such as fax machines, printers, copiers, scanners, etc. with a combination machine. In these instances, the cost per copy utilizing each option should be specifically identified for analytical purposes.
6. Locations, current model descriptions, and specifications are set forth in this Request for Proposal. The proposed equipment must fulfill the copying requirements of the departments by providing comprehensive, quality, photocopy service through competitive procurement and absolve all need to contract separately with multiple companies for copier maintenance services.

#### C. SOLICITATION PROCESS

1. Verbal explanations or instructions given by a City employee to a proposer in regard to this solicitation will not be binding on the City. Formal requests for clarification of this Request for Proposal, and questions regarding the terms of this Request for Proposal is to be directed in writing to Scott Schrader, Assistant Chief

Administrative Officer for the City of Burlington, 149 Church Street, Burlington, Vermont, 05401. Any information given to a proposer in response to a formal request will be furnished to all proposers as an amendment to this solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to submission of uniform proposals. Only such amendments, when issued by the City of Burlington Assistant Chief Administrative Officer will be considered as being binding on the City.

2. While it is the City's expressed intention to provide for a fair and competitive solicitation for this contract, the City reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the City's best interest.
3. This Request for Proposal does not commit the City of Burlington to award a contract or to pay any costs incurred by the proposer in the preparation of a proposal. Any proposer who submits a proposal in response to this solicitation, does so at their own expense including attendance at a proposal presentation meeting or meetings, to discuss the specific nature of a proposal. Any expenditure incurred prior to receipt of official notice of award by the City, will be the sole responsibility of the proposer.
4. The City of Burlington reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel, in part or in its entirety, this Request for Proposal if it is deemed in the best interest of the City to do so.
5. The City of Burlington may award a contract based upon the proposals received, without discussion of such proposals with the proposers. Each proposal should, therefore, be submitted in the most favorable terms the proposer can make to the City. The City of Burlington reserves the right to request additional data or an oral presentation in support of a written proposal, or may require that the proposer tentatively selected submit revisions of their proposal as may result from contract negotiations.
6. The award of a contract for the program outlined in this Request for Proposal is subject to approval of the City of Burlington Board of Finance and/or City Council. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from The City of Burlington.

D. BASIS OF AWARD

1. Perspective proposers are advised that the selection of a proposer for the awarding of this contract will be made after a substantive review and careful evaluation of the proposals received. Contract award will be made to the vendor submitting the proposal, which best meets or exceeds the specifications contained herein as determined by the City. The following criteria will be considered as a basis for selecting a proposal:
  - 1.1 Responsiveness of the proposal in terms of meeting the specifications set forth in this Request for Proposal.
  - 1.2 Experience of the proposer in administration of similar projects, general experience, and references provided. Proposers must have a satisfactory record of performance with the City, if applicable and provide a minimum of five (5) references for which they provide similar service, two of which must be equivalent in scope to this solicitation.
  - 1.3 Proposers workload, operational and financial capability, and the proposers past performance.
  - 1.4 The proposers price proposal evaluated on a total cost per copy basis for the projected four year term of the contract. It is understood that the one year extension, if exercised, will be on a negotiated basis.
  - 1.5 Satisfactory demonstration of the equipment proposed.
  - 1.6 The City of Burlington fully complies with the regulatory requirements and spirit and intent of Affirmative Action and Equal Opportunity Employment. As such, proposers are expected to fully comply with all regulatory requirements of Affirmative Action and Equal Opportunity Employment, the City's Livable Wage Ordinance, Union Deterrence Ordinance and Outsourcing Ordinance.

E. SPECIFICATIONS

1. The City has endeavored to incorporate within these specifications all of the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, a proposer is agreeing to provide services consistent with these specifications.

2. If a proposer identifies an additional element not included in these specifications, which in its judgement would be an essential element to accomplish the intended objectives as articulated in this Request for Proposal, the proposer should identify this element in its proposal and explain in detail why the City should consider including this element within the Specifications. The City reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

3. Contract Period.

3.1 The new Comprehensive Copier Management Contract is tentatively scheduled to begin on or about **July 1, 2014**, and when other existing agreements expire. The determination as to the start date of the contract will be whether or not the vendor has the ability to provide replacement equipment within the time frame of the current contracts. The successful vendor must possess sufficient technical and financial resources to meet the program implementation date of **July 1, 2014**.

3.2 It is the intent of the City to enter into a contract for a term of forty-eight (48) months with an option to extend the agreement for an additional twelve (12) months at negotiated rates.

3.3 The City at its sole discretion may extend the resulting or extended contract for a maximum of thirty (30) days at the terms in place at that time.

4. Quantity/Volume.

4.1 The number of copiers listed in Attachment "A", represents the current copier inventory of the City of Burlington. The final contract may include additional machines or features requested by individual departments or fewer machines or features as negotiated by and between the City and the proposer.

4.2 A decision will be made based on the responses received as to the final number of units to be leased. To facilitate this decision and allow each proposer equal opportunity, the proposal should provide per equipment pricing utilizing standard deployments. The City, at its sole discretion may

elect to award based on responses received with the lowest cost being the critical element of the final decision.

- 4.3 In the event that additional copiers are required during the term of the contract, the City reserves the right to negotiate with the successful contractor for the additional units at the same cost per copy rate and monthly machine lease rate. If at anytime during the contract period, the City determines the copiers are no longer required, we reserve the right to cancel the portion of the lease agreement covering the particular copier upon providing sixty-days prior notice to the contractor.
- 4.4 Historical copy volume for existing equipment is specified in this document as a guideline only.
- 4.5 Equipment provided by the successful contractor must be designed for and be capable of producing in excess of the number of copies specified to allow for variations in monthly volume. The certification required relative to monthly volume capability is to be based solely on the bidders' and manufacturer's knowledge and experience. Equipment installed will be expected to regularly produce copies without excessive malfunctions, breakdowns, or service calls (see performance criteria).

5. Delivery and Installation.

i

- 5.1 The successful contractor will be responsible for delivery and installation of all equipment proposed.
- 5.2 Contractors shall affix a label or decal to each copier at the time of installation showing the name, address, and telephone number of the responsible party for service issues.
- 5.3 The manufacturer of the machine shall have established ventilation and/or installation criteria to ensure that any chemical and/or particulate discharge from the machine does not result in exceeding the threshold limit values as established by the American Conference of Governmental Industrial Hygienists (ACGIH) or other governmental regulatory agencies, or result in excessive, obnoxious odors at the operators position, or in the immediate vicinity of the machine.

- 5.4 It shall be the contractor's responsibility prior to delivery to survey and review the particular location to ensure the existing proposed location meets the manufacturers established installation criteria. Should the proposed installation location not meet established installation criteria, the contractor and the City shall attempt to locate an alternate agreeable location for the machine. Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity of delivery location shall not relieve a contractor from this responsibility to fulfill the contract in full accordance with the terms and conditions of this bid.
- 5.5 All copiers shall be delivered, installed, and made ready for use with the removal of all debris at supplier's expense. During the life of the copier, there is a possibility that the department location may change. If a copier under lease agreement needs to be relocated, the vendor agrees to put the machine in a condition for said move free of charge. The City will attempt to give the vendor a minimum of fifteen days written notice of the relocation.
- 5.6 Each vendor should submit a proposed plan for the installation of copiers.

6. Maintenance

- 6.1 All maintenance of the equipment, including all parts and labor, transportation and travel costs of technicians, and any equipment required to facilitate the repair will be included. Repair parts not in stock at the time of service must be shipped overnight courier to ensure machines are not down for more than one (1) business day. If a machine will be inoperable for more than one business day due to lack of parts availability or any other service issue, an equivalent service loaner, equal in features, as determined by the City, will be provided. The service loaner must have features equivalent to, or exceeding the copier being replaced.
- 6.2 Response time to service calls must be within four (4) business hours of the call being placed using the City office hours as a basis. Please detail the location of support personnel and typical response times the City can expect.

- 6.3 The successful vendor will be required to call back service requests within thirty (30) minutes with an estimated time of arrival of the time of the technician.
- 6.4 All consumables, including toner, developer, fuser oil, or any product other than paper and staples, will be provided as part of the lease agreement. Vendors are expected to use networked technology to monitor all devices to provide automatic shipment of toner
- 6.5 Vendor must demonstrate the levels of connectivity, network support and security methods for all devices in its proposal.
- 6.6 The successful contractor will agree to provide maintenance service at any City location between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays, to keep the machines in good working order. This includes but is not limited to:
- a. Contractor should repair or correct the machines as required to maintain them in good working order.
  - b. Preventive maintenance should be based upon manufacturer's recommendations at a minimum and more frequently based upon the specific needs of the individual machines if determined by the contractor. Preventive maintenance shall include, cleaning, lubrication, necessary adjustments, or replacement of parts, in accordance with the preventive maintenance schedule established by the manufacturer.
- 6.7 When a service technician performs maintenance services, he/she will perform preventive inspection and service on all necessary items.
- 6.8 The successful contractor shall provide emergency service during (off hours), if requested, and submit rates for such emergency service within their proposal.
- 6.9 The successful contractor awarded the contract shall have an in-house service department with factory trained technicians capable of making repairs.

- 6.10 The service facility must maintain a sufficient quantity of spare components to provide completion of service, maintenance and repair of the item or items furnished within the time frames listed.
- 6.11 Because copiers are service intensive products, the vendor's service performance history will be a significant consideration in the award of this bid. Performance history may be solicited from the vendor's current customers.

7. Training

- 7.1 The vendor must provide at least one training session for each copier at the site of installation at no charge within three (3) business days of delivery of the equipment specified to personnel designated by the City. This training shall be sufficient to ensure that the equipment is operated and operator maintained to the fullest extent of its design capabilities.
- 7.2 Simultaneous with the delivery of the first component of the equipment or system, the contractor shall furnish to the City department a complete instruction manual for the equipment.

8. Performance

- 8.1 Contractor guarantees that the equipment proposed is standard new equipment of the latest model and in current production. Each unit delivered must be guaranteed for the duration of the contract period to operate efficiently and reliably during the guarantee period (contract period). The City shall incur no charges for maintenance or supplies. Contractor shall bear all material and labor costs for repair of equipment defects and failures occurring from the date of installation and satisfactory operation by the City.
- 8.2 If the copier does not perform to the satisfaction of the City during this period, the contractor shall replace the unit with a like model as determined by the City. The replacement machine shall be a new/remanufactured machine equivalent to the original machine as determined by the City.
- 8.3 Contractor also guarantees no attachment or part has been substituted or installed contrary to manufacturer's recommendations.

- 8.4 The copiers proposed shall perform satisfactorily throughout the guarantee performance period. During the guarantee period/contract period the vendor shall schedule regular preventive maintenance service calls. The vendor shall make every effort to schedule preventative maintenance calls during low use periods.
- 8.5 The contractor shall grant credit to the City for any copier that fails to perform to the specified effectiveness level. The vendor will provide copy credits for instances of appreciable unacceptable copies.
- 8.6 The copiers proposed will be expected to regularly produce the stated number of copies without excessive malfunctions, breakdowns, or service calls. Failure to meet the performance criteria may result in:
- a. Mandatory replacement of the unit with another copier that meets the specified performance criteria.
  - b. Cancellation of the contract.
  - c. Awarding the contract to another bidder for a copier which meets performance criteria with deployment costs billed to the non-performing contractor. Any copier under lease which experiences three or more service calls per month for two (2) consecutive months will be replaced with a similar unit acceptable to the City. The replacement unit will have comparable features and accessories with a copy count equal to or less than the unit being replaced.
- 8.7 Copiers and features, capabilities, etc. proposed will be evaluated on a location by location basis with the proposer to determine the most appropriate solution for that location. Ultimately, the decision of the placement of a device and its location will be City will be final.
- 8.8 The City of Burlington shall have the option to upgrade any locations and/or machines to a paperless, document management system during the term of this agreement. The current contract will be amended with a new, updated, mutually agreed contract. Vendors shall provide a list of document management software systems that it has used and/or integrated its equipment with in achieving a paperless environment.

9. Warranty

- 9.1 Vendor will warrant that the copiers proposed shall be new, unused, free from liens and defects in design, material, workmanship, and title, and shall conform in all respects to the terms of the specification.
- 9.2 From the date of installation, vendor shall provide a ninety (90) day warranty under which a vendor will replace at its own expense any copier that does not meet departmental expectations with a new copier as designated by the City.
- 9.3 The successful vendor, upon request from the City, must provide demonstration copiers (one demo for each model bid) for examination by departmental employees for final evaluation prior to award. Should this option be exercised, the vendor must be capable of providing a demonstration copier(s) within seven (7) working days following the proposal opening.

10. Material Safety Data Sheets (MSDS)

- 10.1 Contractors furnishing a toxic substance as defined by Vermont Labor Law, shall provide the City with not less than two (2) copies of a material safety data sheet which shall include for each substance the information outlined in the State Labor Law.

11. Billing

- 11.1 Billing shall be on a monthly basis in arrears based upon usage utilizing one invoice for the entire City itemized by department, location and general ledger expense account. The last billing shall be for the remaining contract period, reconciling the contract period. Each invoice shall include the location of the copier, the model and serial number, the number of copies run during the copy period, along with the number of copy credits, if applicable, and the ending monthly meter reading. Vendors shall demonstrate their ability to collect meter readings remotely through the networking of devices. It is expected that the machines will “self- report”. In the rare instance where meter readings must be obtained by a copier technician, it is the vendor’s responsibility to obtain signature of authorized department

personal verifying the accuracy of the readings prior to the invoice being submitted.

12. Cancellation Provisions

12.1 The contract may be canceled by the City due to non-compliance or non-performance by the vendor. If the City feels the vendor is in non-compliance the following procedure will be followed:

- a. The City will notify the vendor in writing of the noncompliance or non- performance issue.
- b. The vendor will be allowed thirty (30) days to resolve the issue.
- c. If the vendor fails to resolve the issue to the satisfaction of the City within thirty (30) days of notification, the City may provide a thirty (30) day notice of cancellation to the vendor.
- d. Under the cancellation provisions, no penalty will be imposed upon the City, however, the contract will be paid through the date of cancellation.

13. Document Feeders

All document feeders proposed must be recirculating or single pass.

14. Edge-to-Edge Copying Capability

Each copier proposed must have ability to copy notes and other data on the edge of originals (edge-to-edge copying capability).

15. Duplexing

In departments that are producing 10,000 copies per month with a duplexing capability, equipment must have unlimited duplexing capability.

16. Collating

In departments that are producing excess of 10,000 copies per month, with sorters, the equipment must have unlimited collating capability.

17. Networking

Where practicable and appropriate, machines shall be networked. Vendors shall stipulate in their proposals when a machine will not be installed on the City's network.

18. Central Services

17.1 The City reserves the right to consider equipment proposed for the City Central Services separately from proposals received for replacement of the City Photocopiers.

17.2 Equipment for Central Services should include unlimited duplexing, collating, and finishing capability, articulating scan capability, ability to scan books and sets, networking, and be capable of producing one hundred (100) copies per minute minimum. Vendors shall provide both a color copy and black and white copy option in their cost proposals.

F. MANDATORY SUBMISSION REQUIREMENTS

1. The following are the items which are required to be submitted as part of a Proposal. Failure to submit any of the following may result in the proposal being deemed non-responsive.
  - a. A statement accepting the conditions of this request for proposals in writing including the general conditions. The proposer should also identify any proposed deviations to Specifications consistent with the conditions set forth in Section E of this RFP.
  - b. Name and location of principal location of business.
  - c. A brief description of programs administered by the proposer. A list of references for these projects including the names, addresses and phone numbers of the individual contact people.

- d. A price proposal consistent with the requirements set forth in Section E.
  - e. Any proposed Contract and/or Copy Management Agreement.
  - f. Third party agreements, if any, shall be between the vendor and the third party. The City of Burlington will sign only the agreement with the proposer.
  - g. A letter of certification for all factory warranted equipment testifying to the capacity of the equipment, including a complete description of each machine, features, capabilities and provide a brochure/literature for each model specified.
2. A Pre-Proposal meeting will be held on Friday, March 28, 2014 at 2:00 PM in Conference Room 12 with the City of Burlington City Hall, 149 Church Street, Burlington, Vermont, 05401, to answer any questions relative to this proposal. All vendors responding to this proposal are encouraged to attend this meeting.
  3. Formal proposals must be submitted in writing by Friday, April 18, 2014 at 4:00 pm. Proposals should be clearly marked. No proposal or amendment to a proposal will be opened or considered if received after the due date and time. Proposals received prior to the opening will be retained, unopened, until the opening date. The City of Burlington or its employees shall not be held responsible for the premature opening of a proposal not properly addressed and identified as specified.
  4. Proposals will not be shared with competing providers during the evaluation of the proposals. However, after an award of a contract to the successful vendor, proposals received will be made available to any interested party upon receipt of a written request addressed to the City of Burlington Chief Administrative Officer's Office.
  5. Award will be made to a single vendor for all department locations specified. The Central Printing machine may or may not be considered and/or awarded separately.
  6. Vendors should not submit proprietary or confidential business information unless the vendor believes such information is critical to its presentation. Such information should be clearly identified as such. The City of Burlington will protect such proprietary or confidential information only to the extent which the law allows.

G. GENERAL CONDITIONS

1. In submitting a proposal, a proposer agrees to be bound by the requirements set forth in the following General Conditions. Whenever reference is made to the term "Contractor", this shall include the party with whom the City has entered into an agreement as well as any subcontractors whom the proposer has engaged.
2. In submitting a proposal, the proposer is certifying that:
  - a. The price proposal has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or any other competitor.
  - b. The price proposal submitted in a proposal has not been knowingly disclosed by the proposer directly or indirectly to any other proposer or competitor.
  - c. No official or agent of the City of Burlington has a direct or indirect interest in the awarding of a contract for the services set forth in this RFP.
3. It is agreed that the Contractor shall be held responsible for any loss, personal injury, death, and/or damage that may be done or suffered by reason of the vendor's negligence or failure to perform any of the obligations defined by this request for Agreement: and the Contractor agrees to defend and indemnify and save the City harmless from any loss, cost, damages and other expenses suffered or incurred by the City by reasons of the contractor's negligence or failure to perform any of the said obligations. The Contractor agrees to defend the City in any action or suite brought against the City arising out of the Contractor's negligence, errors , acts or omissions under the Agreement. The negligence of any agent, servant, or employee of the Contractor is deemed to be the negligence of the Contractor within the meaning of this paragraph.
4. It is understood that the Contractor is an independent contractor and shall not be considered an agent of the City nor shall any of the contractor's employees or agents be considered sub- agents for the City.
5. The Contractor agrees to comply with the nondiscrimination in employment policies as required by applicable State and Federal

laws and regulations regarding employment discrimination. The Contractor assures the City that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

6. The Contractor shall comply with the City of Burlington's livable wage ordinance. The livable wage ordinance is applicable to service contracts with the City of Burlington where the amount of the contract with an entity exceeds \$15,000 for any twelve-month period. As of March 1, 2009, the livable wage for employees who receive health care benefits is \$14.21 per hour. The livable wage for employees who do not receive health care benefits is \$15.83 per hour. Any employee of a covered contractor must be paid the livable wage during the period of time he or she expends on furnishing services funded by the City. A covered employer who violates the livable wage ordinance may be barred from receiving a contract or grant from the City for a period of up to 2 years and may be subject to other civil enforcement remedies. A copy of the livable wage ordinance will be made available upon request.
7. The Contractor shall, without additional expense to the City, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services called for in the proposal including but not limited to the City's Livable Wage Ordinance, Union Deterrence Ordinance and Outsourcing Ordinance. The Contractor shall file certifications of compliance to this effect.
8. The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the City and, except as set forth in the proposer's proposal, no contract shall be made by the Contractor with any other parties for furnishing any of the work or services under this contract without the approval of the City.
9. The exclusive means of disposing of any dispute arising under a contract with the City of Burlington, which is not disposed of by agreement, shall be decided in a Vermont State Court of competent jurisdiction located within Chittenden County, Vermont. There shall be no right to binding arbitration. Pending final resolution of a dispute, the vendor must proceed diligently with contract performance. The vendor waives any dispute or claim not made in writing and received by the City within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for sum certain, any money requested must fully supported by all cost and pricing information.

10. The performance of work under the contract may be terminated by the City in whole or in part from time to time, effective upon receipt of notice, whenever the Contractor shall default in performance of this contract or fails to make progress in prosecution of the contract work or endangers such performance and fails to cure such default within a ten (10) day period after receipt of notification from the City specifying the default.
11. The City may at any time make incidental changes within the general scope of the contract in the work and services to be performed. The contract shall be modified in writing to reflect any equitable adjustment justified by any increase or decrease in the Contractor's cost or time required for performance or change in scope of services.
12. On purchases of materials which are to be furnished and applied, the successful Contractor shall provide within ten days and prior to any work being performed, Certificates of Insurance properly executed by an authorized representative of his insurance underwriter, evidencing that the following is in effect:
  - 12.1 Contractor shall procure and maintain insurance satisfactory to City covering all locations and facilities operated or maintained by Contractor in the following coverages and amounts:
    - A. Comprehensive General Liability, including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate.
    - B. Automobile coverage, with a combined single limit of \$1,000,000.
    - C. Statutory Workers' Compensation and Disability coverages.
  - 12.2 Contractor shall provide to City at the time of execution of the contract a certificate showing each policy to be in force and endorsed as to show "City's officers, agents, servants and employees are included as additionally insured." Notice of termination of any such policies must be provided to the City of Burlington Chief Administrative Officer, 149 Church Street, Burlington, Vermont, 05401, at

least thirty (30) days in advance. Contractor may provide an umbrella policy to meet coverage limits as set forth above.

13. The parties hereto agree that the laws of the State of Vermont shall apply in construing any and all provisions of this agreement.
14. The City, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the City, to determine and verify the compliance with all contractual conditions. The City shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
15. By submission of a proposal under this Solicitation the proposer agrees that the City has 45 days acceptance time in which to award a contract. The City reserves the right to reject as non-responsive any offer that specifies less than 45 days of acceptance time.
16. The correct and legal business name of the entity involved must be used on contracts issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). The signature on the contract must conform to the following:
  - 16.1 Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;
  - 16.2 Where the contractor is a partnership, at least one general partner must sign;
  - 16.3 Where the contractor is a sole proprietor, the owner of the company must sign.
17. All signatures on proposals, amendments and related correspondence must be by persons who are authorized to contractually bind the proposers.

18. It is our intent to make an award to the successful vendor no later than Monday, May 12, 2014. Installation of equipment will be installed as determined by the City of Burlington subject to discussions with the affected departments and successful vendor.

## SIGNATURE PAGE

The undersigned proposes to furnish products or services to specifications included in this bid document, at the price(s) set forth, as required to meet the City's needs. Any deviation to the specifications must be noted on the bid form, fully explained on Company Letterhead and attached or the deviations will not be considered part of the bid.

Deviations: Yes \_\_\_\_\_ No \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

\* Federal Identification No.: \_\_\_\_\_

Area Code/Telephone No.: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Typewritten Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please indicate below the name and title of person authorized to execute contracts should your company be awarded the bid.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*Please Note the Following-

The Financial System of the City of Burlington is unable to issue payment to vendors who do not have a valid taxpayer Identification number on file. Payments will not be processed without this information.

**NOTE: NON-COLLUSIVE BIDDING STATEMENT MUST BE SIGNED TO COMPLETE BID.**

## NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

This proposal is signed by the bidder with full knowledge and acceptance of all the revisions of the general specifications, the proposal, and the group specification.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

AREA CODE TELEPHONE NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_