

Hamtramck Public School District

3201 Roosevelt Street
Hamtramck, MI 48212

Request for Proposals

Printer/Copier Modernization

Request For Proposal Year: 2024-2025

School District Contact:

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Prepared by:

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Contents

REQUEST FOR PROPOSALS – PRINTERS/COPIER MODERIZATION 1

1.0.0 INVITATION TO BID 1

2.0.0 BIDDER INSTRUCTIONS 1

3.0.0 GENERAL CONDITIONS 3

4.0.0 SCOPE OF WORK 5

5.0.0 TIMELINE REQUIREMENTS 7

6.0.0 AWARDED CONTRACT REQUIREMENTS 8

PRODUCTS AND SERVICES SPECIFICATIONS 13

7.0.0 PRINTER/COPIER MODERNIZATION SPECIFICATIONS 13

APPENDIX A – INTENT TO BID FORM 17

APPENDIX B – BID SIGNATURE PAGE 18

APPENDIX C – BILL OF MATERIALS TOTALS 19

APPENDIX D - FAMILIAL DISCLOSURE AFFIDAVIT 20

APPENDIX E - IRAN LINKED BUSINESS AFFIDAVIT 21

APPENDIX F - BUILDING MAPS AND PRINTER/COPIER LOCATIONS 22

REQUEST FOR PROPOSALS – PRINTERS/COPIER MODERIZATION

1.0.0 INVITATION TO BID

1.1.0 **BID ACCEPTANCE**

Hamtramck Public School District, hereby known as “District”, will accept sealed responses (“Bids”) to this Request for Proposals (RFP) for Printer/Copier Modernization projects which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications set forth below and submitted to the District at the following address:

**Hamtramck Public School District
Printer/Copier Modernization - FY2024-2025 Bid
Technology Department – Attention: Marc Wilkinson
3201 Roosevelt Street
Hamtramck, MI 48212**

1.2.0 **INTENT TO BID FORM**

All Bidders must complete and submit the Intent to Bid Form, Appendix A, no later than August 9, 2024. The Bidder shall be responsible for the timely delivery of the Intent to Bid Form. The Bidder shall make no additional stipulations on the Intent to Bid Form or qualify their Bid in any other manner.

1.3.0 **FACILITIES/BUILDING WALKTHROUGH**

All Bidders may attend a walkthrough meeting at the facilities and buildings where the Printers/Copiers will be installed. The walkthrough meeting will begin promptly at the time specified whereby any/or all questions regarding the Printer/Copier Modernization project will be answered by the District. The walkthrough meeting is scheduled for **8:00 AM on August 12, 2024, at the Hamtramck High School, 11410 Charest Street, Hamtramck, MI 48212**. **There will be no walk throughs granted to any service provider that fails to attend the walk through as listed above.**

2.0.0 BIDDER INSTRUCTIONS

2.1.0 **BID OPENING**

All Bid responses to this RFP must be in duplicate in a sealed opaque envelope labeled as follows: **Printer/Copier Modernization - FY2024-2025 Bid and Hamtramck Public School District**. **The bidder must also include an electronic copy of all bid materials on a flash drive as well as the paper copies.**

2.1.1 No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

2.1.2 No Bids will be considered after **2:00 PM, September 3, 2024**.

2.1.3 The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid.

2.1.4 All timely submitted Bids received by the District will be opened at the **Technology Office, 11410 Charest Street, Hamtramck, MI 48212** for recommendation to the Board of Education at a future regularly scheduled meeting.

2.1.5 If the District is closed due to unforeseen circumstances on the bid opening date, Bids will be due on the next day that the District is open.

2.2.0 **BID BONDS**

The Bidder shall submit a five percent (5 %) Bid Bond, of the total base Bid price, made payable to Hamtramck Public School District, with the sealed Bid. Any Bids received without a Bid Bond will be rejected by the District.

2.3.0 **CLARIFICATIONS AND CORRECTIONS**

Direct any and all questions regarding this RFP by email to: **Marc Wilkinson** at: **mwilkinson@hamtramckschools.org**. Answers to questions will be posted on the hamtramckschools.org website.

2.4.0 GENERAL REQUIREMENTS

- 2.4.1 The District or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
- 2.4.2 This RFP for Printer/Copier Modernization is not an offer to enter into a contract, but rather a solicitation for Bids.
- 2.4.3 The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.
- 2.4.4 The District shall provide as part of this RFP drawings associated with this project.
- 2.4.5 The District reserves the right to reject Bids submitted without a five percent (5%) Bid Bond, signed Bid Signature Page, Bill of Materials, Familial Disclosure Affidavit, Iran Linked Business Affidavit, and a list of four (4) references.

2.5.0 BID IDENTIFICATION REQUIREMENTS

The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

- 2.5.1 The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix B, in long hand, in ink, by an authorized representative.
- 2.5.2 The Bidder shall complete and submit, along with the Bid, a Bill of Materials, Appendix C, summarizing the details of the Bid.
- 2.5.3 The submitted Bid shall include a Familial Disclosure Affidavit form, Appendix D, which is properly completed, signed by an authorized representative of the Bidder and notarized with an affixed, raised notary seal.
- 2.5.4 The submitted Bid shall include an Iran Linked Business Affidavit form, Appendix E, which is properly completed, signed by an authorized representative of the Bidder and notarized with an affixed, raised notary seal.
- 2.5.5 The submitted Bid shall include a list of at least four (4) references, one (1) of which must be a school or school district, for similar work performed within the past three (3) years.

2.6.0 DEFINITIONS

The foregoing definitions are made available for the purpose of this Request for Proposals (RFP) only.

- 2.6.1 **District** –Hamtramck Public School District
- 2.6.2 **Bidder(s)** – Business Entities and/or Person(s) submitting the Bid.
- 2.6.3 **Bid(s)** – A complete and properly executed proposal to perform the Scope of Work, or designated portion thereof, for the sums stated within the Bid.
- 2.6.4 **Base Bid** – The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the Alternate Bid, if any.
- 2.6.5 **Alternate Bid** – An amount stated in the Bid to be added or subtracted from the amount of the Base Bid, if said change in the Scope of Work, method of construction and/or materials is accepted by the District.
- 2.6.6 **Selected Vendor/Contractor** – The Bidder(s) receiving formal notice of acceptance of his/her Bid(s) and has been duly served by an officer *or* agent of the District duly authorized to give such notice.

3.0.0 GENERAL CONDITIONS

3.1.0 RIGHTS OF ACCEPTANCE OR REJECTION

The District’s Board of Education reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the District.

3.2.0 QUALIFICATION OF BIDDERS

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the Board of Education will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder’s ability to perform as needed and the suitability of the products and/or services included in the Bid as described in sections 3.4.0 and 3.5.0. **Each Bidder, by submitting a Bid, represents that:**

3.2.1 The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.

3.2.2 The Bidder has the option to visit the district work site and familiarize themselves with the local conditions under which the work is to be performed.

3.2.3 The Bid is based upon the materials, systems and equipment described, without exception, in all Bid documents supplied by the District.

3.3.0 VARIANCE AND PRICE

Any variance from the specifications in section 7.0.0 of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the District changes the quantity of the item or unit needed.

3.4.0 MANUFACTURER(S) BRANDS/MODEL NUMBERS

The naming of a manufacturer(s), brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Board of Education of the District has complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

3.5.0 MANUFACTURER(S) SUBSTITUTIONS

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the District and approved by an authorized district representative prior to placing the order for said products and/or services. The District reserves the right to refuse any and all manufacturer(s) substituted products and/or services.

3.6.0 MANUFACTURER(S) DISCOUNTS

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

3.7.0 CLEAN-UP

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials, caused by the work; and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor/contractor.

3.8.0 ROYALTIES AND PATENTS

The selected vendor/contractor must pay for all royalties, copyright, trademark, and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

3.9.0 ADDENDA

Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum. Any addendum issued during the bidding time will become part of the specifications and a copy will be sent to all Bidders as set forth in section 2.3.0.

3.9.1 No verbal statements by the District will be considered as binding or enforceable against the District.

3.9.2 No requests for clarifications or modifications will be processed after August 19, at 3:00 P.M. 2024-2025.

3.10.0 FEDERAL, STATE AND LOCAL TAXES

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state, and local codes, and regulations. All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. The District is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

3.11.0 PROJECT IMPLEMENTATION

The selected vendor/contractor shall have sufficient resources in order to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the Timeline Requirements, section 5.0.0.

3.12.0 NO DISCRIMINATION

The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of the Bid, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

3.13.0 NO SMOKING POLICY

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All Bidders shall comply with this no smoking policy.

3.14.0 PRODUCTS AND SERVICES SPECIFICATIONS

It is the intent of the specifications in section 7.0.0 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes, and distributes products and services to the school market.

3.15.0 VARIATIONS FROM SPECIFICATIONS

All variations from the specified products and/or services, section 7.0.0, must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases.

3.15.1 The District reserves the right to increase or decrease quantities or modify the specifications at any time.

3.15.2 The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

3.16.0 CANCELLATIONS

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

3.17.0 WITHDRAWAL OF BIDS

Upon presentation of proper identification, any Bidder may withdraw his/her Bid at any time prior to the scheduled Bid Opening date and time, section 2.1.0. No Bid shall be withdrawn for a period of ninety (90) days after the Bid Opening date and time.

3.18.0 BID EVALUATIONS

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the District.

3.19.1 It is the intent of the District to award the contract to the Bidder submitting the “best” cost effective Bid for the project; provided the Bid has been properly submitted and delivered, including all required documentation herewith, and considered reasonable in price.

3.19.2 Price being the primary factor, consideration, other than price alone, shall be used in determining the most successful Bid; technical experience, local service and support, and experience in educational environments are used to perform the District’s Bid evaluations.

3.19.3 The Board of Education of the District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

3.19.0 NOTICE OF AWARD

The Bidder will be deemed as having been awarded when the formal notice of acceptance of his/her Bid has been duly served upon the intended awardees by an officer, or agent, of the District duly authorized to give such notice.

4.0.0 SCOPE OF WORK

4.1.0 GENERAL DESCRIPTION

The general description of the Scope of Work (SOW) for this project is to provide the district with a complete Printer/Copier Modernization at eleven (11) physical building locations. In addition to the forgoing SOW, all Bids must comply with all sections of this RFP and the Products and Services Specifications set forth in sections 7.0.0.

4.2.0 FACILITIES/LOCATIONS

Building Name	Address	City	State	Zip
Board of Education	3201 Roosevelt St.	Hamtramck	MI	48212
Hamtramck High School	11410 Charest St.	Hamtramck	MI	48212
Horizon Alternative Education	3225 Caniff St.	Hamtramck	MI	48212
Hamtramck High School Community Center	11350 Charest St.	Hamtramck	MI	48212
Early Childhood Elementary	11680 McDougall	Hamtramck	MI	48212
Dickinson East Elementary	3385 Norwalk St.	Hamtramck	MI	48212
Kosciuszko / Dickinson West	2333 Burger St.	Hamtramck	MI	48212
Tau Beta School	3056 Hanley St.	Hamtramck	MI	48212
Holbrook Elementary School	2361 Alice St.	Hamtramck	MI	48212
Buildings and Grounds	11645 Klinger St.	Hamtramck	MI	48212
Conant Admin Building	9324 Conant	Hamtramck	MI	48212

4.3.0 VENDOR/CONTRACTOR RESPONSIBILITY

It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated herein. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor/contractor to supply said missing component(s) or system(s) at no cost to the District. The District and any Consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work. **The awarded Bidder shall:**

- 4.3.1 Meet jointly with representatives of the District to exchange information and agree on details of equipment arrangements and installation interfaces for a Printer/Copier Modernization project.
- 4.3.2 Have sufficient resources in order to complete the SOW within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to complete the SOW within the specified timeframe.
- 4.3.3 Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the Printer/Copier Modernization installed at the District.
- 4.3.4 Remove and dispose or return to previous company of any existing printers in each building at the Bidder's expense based off previous lease requirements.
- 4.3.5 Install all cable in accordance with the Product and Services Specifications and/or manufacturer's recommendations and best industry practices.
- 4.3.6 Develop and submit for approval a labeling system for the cable installation. At a minimum, the labeling system shall clearly identify all printers.
- 4.3.7 Test (100%) all hardware for defects in installation and to verify performance under installed conditions.
- 4.3.8 Provide installation, administration, testing, and "As-Built" documentation required from and/or maintained by the selected vendor/contractor during the course of the entire installation project.
- 4.3.9 Provide a written guarantee/warranty covering the installed Printer/Copier equipment against defects in workmanship, components, and performance, and follow-on support after project completion for a period of five (5) years.

5.0.0 TIMELINE REQUIREMENTS

5.0.1 PROJECT TIMELINE

The selected vendor/contractor shall have sufficient resources in order to complete the SOW, section 5.0.0, within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is expecting the project to be completed in accordance with the following Project Timeline:

RFP available on-line *or* for pickup August 1, 2024
Walk Through..... [8:00 AM]. August 12, 2024
Sealed Bids Due [9:00 AM]. September 3, 2024
Sealed Bids Opened [9:05 AM]. September 3, 2024

5.1.1 SCOPE OF WORK

The District intends to secure a contract for Printer/Copier Modernization at eleven (11) buildings. Our objective is to modernize all printers/copiers in the district This project will address the following:

- 5.1.1.1** Provide and Install any necessary printers/copiers to the listed locations.
- 5.1.1.2** Provide on-going maintenance and support for all equipment with an option for an extended warranty on all purchased equipment.
- 5.1.1.3** Provide end-user support and training on all aspects of the printers/copiers.
- 5.1.1.4** The bidder must include removal and disposal of existing printers/copiers based off previous contract requirements.

5.2.1 SCOPE OF WORK SCHEDULES

If and when the school buildings specified in the SOW are occupied with students and school is in session, the selected vendor/contractor is expected to perform the project after school hours and without any additional costs to the District. Areas of the school buildings that are otherwise unoccupied with students and whereby instruction is not disturbed, the selected vendor/contractor may perform the SOW with prior written authorization from the District.

5.3.1 PROJECT IMPLEMENTATION SCHEDULES

All Bidders shall provide the District with a project implementation schedule that adheres to the timeline requirements stated above, section 5.1.0. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without disruption to school building instruction, activities, and meetings. This said project implementation schedule must be agreed upon by both the vendor/contractor and the District and shall be incorporated as part of the awarded contract.

6.0.0 AWARDED CONTRACT REQUIREMENTS

6.1.0 CONTRACT EXECUTION

The Bidder shall render, deliver, and execute the awarded contract within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded contract must be SIGNED and DATED by both the District and the awarded vendor/contractor prior to start of any work and in compliance with, section 5.1.0.

6.1.1 SEPARATE CONTRACTS

The District reserves the unrestricted right to award different portions of the project, as broken out in the Bill of Materials, Appendix C, to separate vendors/contractors as separate contracts. Said separate contracts shall be based on the District's evaluation and interpretation of the "most cost effective" means for the District to complete the SOW for this project.

6.1.2 CHANGES TO SCOPE OF WORK

The District, without invalidating the Contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All said changes in the SOW shall be authorized by written "Change Order(s)", signed by the District, and will be executed under applicable condition of contract documents.

5.1.1.2 The Contract Sum and The Contract Time may be changed only in writing.

6.1.1.2 The cost or credit to the District from all "Change Order(s)" shall be determined by mutual, written, agreement.

7.1.1.2 The District will not pay invoices for work performed by verbal authorization.

6.1.3 PERFORMANCE BOND REQUIREMENTS

The Bidder shall furnish a Performance Bond covering the faithful performance of the awarded contract and a labor and material payment Bond in the TOTAL amount of the Bid in such form and with such sureties as the District shall approve, which such approval will not be unreasonably withheld. If the selected vendor/contractor defaults, neglects or fails to perform any provisions of the awarded contract, the District may, at its discretion, and after seven (7) days written notice to the selected vendor/contractor, notify the bonding company that the selected vendor/contractor is in default.

6.1.3.1 The selected vendor/contractor shall provide, and present with the sealed Bid, a bid bond or cashier's check in the amount equaling five percent (5%) of the Bid total.

6.1.3.2 The selected vendor/contractor shall provide, and maintain in force, a bond with surety, and on forms approved by the District in the amount of one-hundred percent (100%) of the contract amount that the selected vendor/contractor shall promptly and faithfully perform all obligations under the awarded contract.

6.1.3.3 The selected vendor/contractor shall provide and maintain, in force, a bond with Surety and on forms approved by the District that selected vendor/contractor shall make payment to all claimants for all labor and material used or reasonably required for use in the performance of the awarded contract.

6.1.3.4 Final Bid price may not exclude costs to secure or hold performance or bid bonds.

6.1.4 TERMINATION OF AWARDED CONTRACTS

If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract and/or fails to perform any provision of the awarded contract, the District may, after seven (7) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the District.

6.1.5 EMPLOYMENT PRACTICES

The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", section 3.12.0.

The selected vendor/contractor shall also:

- 6.1.5.1 Provide all selected vendor/contractor employees with picture ID.
- 6.1.5.2 Upon arrival and departure, have all employees sign in and out at the main office for each school building location.
- 6.1.5.3 Supply the District, by email, weekly work schedules no later than the Wednesday of the preceding week. Failure to do so may result in the schedule being rejected by the District.

6.1.6 SELECTED VENDOR/CONTRACTOR PERFORMANCE

The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, section 4.0.0, and the Timeline Requirements, section 5.0.0. **The selected vendor/contractor shall also:**

- 6.1.6.1 Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.
- 6.1.6.2 At all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
- 6.1.6.3 Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
- 6.1.6.4 Be responsible for the acts and omissions of all his employees and all Subcontractors, if any, their agents and employees and all other persons performing any of the work under a contract with the selected vendor/contractor.

6.1.7 SUBCONTRACTOR PERFORMANCE

A Subcontractor is a person, firm, company, or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the District to complete the SOW, section 4.0.0. The selected Bidder shall furnish to the District, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the District objects and may withdraw their Bid or submit an acceptable substitute.

6.1.8 SUPPLEMENTAL INFORMATION REQUESTS

The Bidder shall be prepared to provide the District, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. **The District may request any and all Bidders to also submit, within ten (10) days of being notified, the following:**

- 6.1.8.1 The Bidder's performance record(s).
- 6.1.8.2 An itemized list of the Bidder's equipment, plant, and personnel.
- 6.1.8.3 The Bidder's financial statement(s).
- 6.1.8.4 A description of any project, which the Bidder has completed in a satisfactory manner.
- 6.1.8.5 Any additional information that will satisfy the District that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
- 6.1.8.6 A description of any other project(s) that will be performed simultaneously with the District's project(s).
- 6.1.8.7 A statement regarding any past, present or pending litigation for contracted products and services.

6.1.9 INSPECTIONS

The District and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

6.1.9.1 Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the District's designated authorized representative.

6.1.9.2 All equipment used for the project must be in compliance with the specified part numbers contained in the successful Bid.

6.1.10 INVOICE/PAYMENT REQUIREMENTS

Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the District. **Payments will be paid NET 30 days AFTER:**

6.1.10.1 Acceptance by the District of "AS-BUILT" diagram(s) in **both** paper and electronic copy.

6.1.10.2 The selected vendor/contractor will submit proof of performance by submitting to the District, in both paper and electronic copy, cable certification testing results.

6.1.10.3 When applying for payments, the selected vendor/contractor shall submit to the District an itemized invoice based upon the installation schedule and supporting documentation required herein.

6.1.10.4 The project shall be considered complete when the SOW has been completed, accepted by the District and the following items are furnished; a) required guarantees, b) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.

6.1.10.5 Payment may be withheld by the District for; a) defective work not remedied, b) claims filed and unresolved, c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to Subcontractors, and/or d) damages to the District or another Contractor.

6.1.11 GUARANTEES

The selected vendor(s)/contractor(s) must furnish the District a written guarantee of the services and/or products provided to the district for, at least, three (3) years after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the District within the three (3) year period must be corrected or replaced within thirty (30) days.

6.1.12 WARRANTIES

The selected vendor/contractor(s) must furnish the District written warranty documentation. This warranty documentation shall include cable and connectivity components and have one (1) point of contact person for all cabling system issues, where applicable.

6.1.12.1 The selected vendor/contractor must warrant that all materials and supplies incorporated within the Bid, is new, unless otherwise specified, and that all work performed will be of good quality, free from faults and defects, and in adherence to the Product and Services Specifications in this RFP.

6.1.12.2 The warranty shall provide a complete system warranty to guarantee an end-to-end high-performance network system that meets the system application requirements. The Printer/Copier Modernization shall be warranted under this provision for five (5) years.

6.1.12.3 If the manufacturer repairs any product under the warranty, they may use new or reconditioned replacement parts. If the manufacturer replaces the product under the warranty, they may replace it with a new or reconditioned product of similar or same design.

6.1.12.4 Any such repairs or replacement by the manufacturer will be warranted for either a) ninety (90) days or b) the remainder of the original five (5) year warranty period, whichever is longer.

6.1.13 CORRECTION OF WORK

The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defects is due to faulty materials, equipment or workmanship which appear within a period of three (3) years from the date of completion of the contract *or* within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any Subcontractors.

6.1.14 RIGHT TO REJECT OR STOP THE WORK

The District may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the District may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

6.1.15 INDEMNIFICATION

The selected vendor/contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from the performance of the project; provided that any such claim, damage, loss or expense is attributable to a) bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from and b) is caused in whole or in part by any act or omission of the selected vendor/contractor, and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the District or any of its agents or employees, by any employee of the selected vendor/contractor, and/or Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the selected vendor/contractor and/or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.1.16 FORCE MAJEURE

Except for the District's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

6.1.17 LIABILITY REQUIREMENTS

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the project. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the project and other persons who may be affected thereby, 2) all the SOW and all materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto.

6.1.17.1 The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.1.17.2 All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the District.

6.1.18 INSURANCE REQUIREMENTS

No work connected with this project may start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage **and Hamtramck Public School District is named as additional insured on said policy**. An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the District by registered or certified mail, shall be included. **As a condition of performing work as a vendor/contractor, you must provide the District with satisfactory evidence of insurance coverage's as follows:**

- 6.1.18.1** Workers Compensation and Employer’s Liability Insurance covering your statutory obligations in the State of Michigan.
- 6.1.18.2** Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.
- 6.1.18.3** Commercial General Liability Insurance written on an OCCURRENCE policy form includes coverages for your operations, personal injury, XCU (explosion, collapse and underground), independent Contractors, contractual and products-completed operations with limits of liability as follows:
 - 6.1.18.3.1** If your policy is written on the 1986 ISO Simplified form, minimum limits are as follows:
 - \$1,000,000 Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Product-Completed Operations AggregateIf your policy’s general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
 - 6.1.18.3.2** If your policy is written on a form other than the 1986 ISO Simplified form, minimum limits are as follows:
 - \$1,000,000 Occurrence (bodily injury & property damage combined)
 - \$1,000,000 Aggregate (applicable to products-completed operations only)
 - 6.1.18.3.3** Products-completed operations liability must be maintained for not less than one (1) year after acceptance of completion of your work.
- 6.1.18.4** Evidence of your insurance coverage’s, required herein, is to be provided to the District on Accord Certificate form 25 or 25-S and must indicate the following:
 - 6.18.4.1** That your Commercial General Liability insurance policy includes coverages for items specified in 7.19.3 above.
 - 6.18.4.2** A “Best” rating for each of your insurance carriers at B+ VII or better.
 - 6.18.4.3** That the words “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” do not apply or have been removed.
 - 6.18.4.4** That Hamtramck Public School District are additional insured on the General Liability policy certificate.
 - 6.18.4.5** Any deviations in coverage provided by the Standard 1986 ISO Simplified General Liability policy form, and any deductible over \$1,000 applicable to any coverage.
 - 6.18.4.6** General Liability and Auto Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess policies.
 - 6.18.4.7** The District does not carry theft, glass breakage, or builders risk insurance. The selected vendor/contractor will make arrangements if these coverages are desired. The selected vendor/contractor must provide an Installation Floater for the value of the contract to protect the District. The selected vendor/contractor must furnish to the District, a binder certifying each insurance policy required.

6.1.19 MISCELLANEOUS CONTRACT PROVISIONS

The awarded contract will be governed by the laws of the State of Michigan. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized District representative.

PRODUCTS AND SERVICES SPECIFICATIONS

7.0.0 PRINTER/COPIER MODERNIZATION SPECIFICATIONS

7.1.0 INTRODUCTION

These Product and Services Specifications provide the Bidder with the Printer/Copier Modernization requirements for projects requested by the District in this RFP. The intent of the Printer/Copier Modernization specifications is to provide relevant information that allows the Bidder to bid the labor, supervision, tooling, materials, and miscellaneous mounting hardware and consumables to install a complete Printer/Copier Modernization solution.

7.1.1 The selected vendor/contractor is responsible for proposing any and all items required for a complete Printer/Copier Modernization even though it may not be identified in the specifications incorporated herein, Bill of Materials attached with the Bid.

7.1.2 The successful Bidder shall meet or exceed all requirements for the Printer/Copier Modernization described in this RFP and any Bid attachment documents provided by the District.

7.1.3 If, for any reason, any Bid attachment document is in conflict with the details in the specifications herein this RFP, the forgoing written specification shall take precedence.

7.2.0 APPLICABLE DOCUMENTS

The Printer/Copier Modernization described within the specifications is derived, in part, from the recommendations in industry standard manuals and documents. The Bidder is responsible for determining and adhering to the most recent release of applicable documents when developing their proposal for the Printer/Copier Modernization installation.

7.2.1 If a conflict exists between the applicable documents, then the aforementioned numeric list of applicable documents shall dictate the order of precedence in resolving such conflicts. This order of precedence shall be maintained unless a lesser order document has been adopted as code by a local, state, or federal entity. If a conflict further exists, documents adopted as code shall take precedence.

7.2.2 If the specifications incorporated herein and any of the aforementioned applicable documents are in conflict with each other, then the more stringent requirement shall apply. All applicable documents listed are, to the best of the District's knowledge, considered to be the most current releases of said documents.

7.3.0 PURPOSE AND BIDDER RESPONSIBILITIES

The intent of these Printer/Copier Modernization specifications is to make available to all Bidders a standard specification for installation(s) in all K-12 educational facilities identified in the SOW, section 4.0.0.

7.3.1 The Printer/Copier Modernization specifications identify the minimum performance criteria for the components and sub-systems encompassing a complete Printer/Copier Modernization that shall accommodate the District's Infrastructure Requirements, section 4.3.0.

7.3.2 The product specifications, general design considerations, and installation guidelines are incorporated herein this RFP.

7.3.3 The successful Bidder is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the Printer/Copier Modernization installed at the District.

7.4.0 PRINTER/COPIER REQUIREMENTS

- 7.4.1 Printer/Copier Modernization** - The District is accepting Bids for replacement printers/copiers as needed at the eleven (11) buildings in section 4.2.0. The proposed vendor solution must include purchase pricing and fair market value lease pricing (including property tax and dollar buy-out clauses) for thirty-six (36), forty-eight (48), and sixty (60) months. No admin fees will be accepted and cost per page must also be included.
- 7.4.1.1** A detailed plan, with maps, outlining vendor strategies to install replacement printer/copiers throughout the district and to include a timeline for implementation and a description of how they will function once they are fully implemented.
- 7.4.1.2** The Printer/Copiers must meet or exceed the following minimum criteria:
- 7.4.1.3.1** Print, Copy, Scan, Send, and Store capability
 - 7.4.1.3.2** Media up to 11" x 17" in size
 - 7.4.1.3.3** 200 sheet color document scanners
 - 7.4.1.3.4** Single-pass duplexing feeder
 - 7.4.1.3.5** Wireless Connectivity
 - 7.4.1.3.6** USB Memory support for Scanning and Direct Print
 - 7.4.1.3.7** Secure passwords and encryption keys
 - 7.4.1.3.8** Universal Log-in Manager
 - 7.4.1.3.9** Encrypted Secure-Print
 - 7.4.1.3.10** Mobile AirPrinting
 - 7.4.1.3.11** 3GB RAM, 250GB HDD
 - 7.4.1.3.12** Web-based Interface
 - 7.4.1.3.13** Automated Toner Replacements
 - 7.4.1.3.14** Ability to scan to personal/shared Google Drive storage locations.
- 7.4.1.4** Monthly replacement parts, toner delivery, staple delivery, and service is required in the proposed solution. The District will utilize internal staff to install replacement toner into devices upon delivery.
- 7.4.1.5** A cloud based integrated platform Papercut for cloud-based printing, authentication at the device via RFID and username/password, and usage metrics. Migration of our current Papercut license to the new MFPs. Data migration and setup will need to be included.
- 7.4.1.6** End-user support and training on all new software and devices on any necessary operating systems (iOS, Android, Windows, and Mac).
- 7.4.1.7** Warranty and extended-warranty options for both the equipment and any labor costs for ongoing maintenance and support, including end-user support.
- 7.4.1.8** A guaranteed response time of no more than 48 hours for any support provided with no more than 24 hours preferred.

7.4.2 Replacement Printer/Copier Specifications*

The District is accepting Bids to replace Printer/Copiers listed in the table below. The District provided current models for size and speed comparison but is looking to increase the overall speed of devices in office print areas by 25%-50%. The District would like to reduce the number of models down to two to three main units in production taking into account the print center may need to be a third model. Noted below are the units desired to have permissions-based color printing. All printers quoted will need to have stapling capabilities. The District would like the print center at Hamtramck High School to have three faster units quoted with the large paper case feed, book making coalition, and will have color printing capabilities.

Building Name	Location	Model Number	Description	Qty
Building and Grounds	Main Office	308	Color	1
Dickinson East Elementary	Main Office	454	Color	1
	West Lounge	558		1
Dickinson East Elementary	East Lounge	558		1
	Main Office	368	Color	1
Holbrook Elementary	Teachers' Lounge	458		1
	Library	454		1
Tau Beta School	Main Office	368	Color	1
	Teachers' Lounge	958		1
Early Childhood Elementary	Main Office	368	Color	1
	Teachers' Lounge	958		1
Hamtramck High School	Main Office	458	Color	1
	Library	308		1
	Teachers' Lounge	808		2
	Counseling Office	308		1
Hamtramck High School	Print Center	808	Color	3
	Cafeteria	308		1
	Technology/CTE	287		1
Hamtramck High School Community Center	Recreation Office	308	Color	1
	Hope Office	308		1
Horizon Alternative Education	Teachers' Lounge	308	Color	1
	Adult Ed	308		1
Conant Building	Copier 1	308	New Install	1
	Copier 2	308	New Install	1
	Copier 3	308	New Install	1
	Copier Room 4	958	Color-New Install	1
	Copier 5	308	New Install	1
	Copier 6	308	New Install	1
Kosciuszko / Dickinson West	Main Office KMS	368	Color	1
	Main Office DW	458	Color	1
	Teachers' Lounge DW/KMS	558/658		2
Board of Education	Superintendent	308	Color	
	Residency	308		
	Special Services	368		
	HR	308	Color	

Business Office	308		
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****All Bid prices for the eligible equipment listed in sections 7.4.2 must include the following technical services and 3-year warranty:***

- a. Basic project management
- b. Basic design and engineering
- c. Installation, activation, and initial configuration
- d. Basic training for the eligible equipment

10.1.3 WARRANTY DOCUMENTATION

The selected vendor(s)/contractor(s) must furnish the District written warranty documentation. The warranty documentation shall include all purchased components and have one (1) point of contact person for any/all Printer/Copier Modernization issues, where applicable.

10.1.4.1 The warranty shall cover the installed Printer/Copier Modernization against defects in workmanship, components, and performance, and follow-on support after project completion for a period of five (5) years from the date of the system installation acceptance by the District.

10.1.4.2 The warranty shall cover all labor and materials necessary to correct any/all failed portion(s) of the Printer/Copier Modernization and to demonstrate performance within the original installation specifications after repairs are accomplished.

10.1.4.3 The selected vendor/contractor shall provide said Printer/Copier Modernization warranty.

10.1.4.4 The warranty shall cover the installed Printer/Copier Modernization against defects in workmanship, components, and performance, and follow-on support after project completion for a period of five (5) years from the date of the system installation acceptance by the District.

10.1.4.5 The warranty shall cover all labor and materials necessary to correct any/all failed portion(s) of the Printer/Copier Modernization and to demonstrate performance within the original installation specifications after repairs are accomplished.

10.1.4.6 The selected vendor/contractor shall provide said Printer/Copier Modernization warranty.

APPENDIX A – INTENT TO BID FORM

If the Bidder intends to submit a Bid for the Printer/Copier Modernization project at Hamtramck Public School District, this Intent to Bid Form must be completed and returned via mail, fax or email to the District no later than Hamtramck Public School District.

Please complete and return to:

Hamtramck Public School District
Marc Wilkinson
3201 Roosevelt Street
Hamtramck, MI 48212

Phone: 313.872.9270

Email: mwilkinson@hamtramckschools.org

I will attend the scheduled mandatory walkthrough meeting at **8:00 a.m. on August 12, 2024.**

Yes No (Check one)

Name of Company: _____

Address: _____

City, State, Zip _____

Contact Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Date: _____

APPENDIX B – BID SIGNATURE PAGE

I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.

Submitted By:

Company Name: _____

Company Address: _____

City, State & Zip: _____

Telephone: _____

Fax: _____

Email: _____

Representative Name: _____

Title: _____

Signature: _____

Date: _____

Do not write below this line: For District Use Only

The following items are enclosed and/or included on the Bid:

- | | |
|---|--|
| <input type="checkbox"/> Proposal(s) (in triplicate) and electronic copy | <input type="checkbox"/> Bill of Materials (Appendix C) |
| <input type="checkbox"/> Bid Bond/Cashier’s Check (5% of Bid) | <input type="checkbox"/> Familial Disclosure Affidavit (Appendix D) |
| <input type="checkbox"/> Four (4) references, one (1) of which is a school or school district | <input type="checkbox"/> Iran Linked Business Affidavit (Appendix E) |
| <input type="checkbox"/> Bid Signature Page (Appendix B) | |

APPENDIX C – BILL OF MATERIALS TOTALS

I/we, the Bidder, hereby propose to furnish, deliver, and install the below listed items for the unit price indicated in accordance with the terms, conditions and specifications included in the Request For Proposals – Network Electronics.

NOTE: The Bidder must complete the Appendix C spreadsheet provided with this RFP. See sample below. The Bidder must include a separate Excel spreadsheet for each RFP section number they are bidding on. For example, bidding on section 7.4.0 and 7.6.0 would require two spreadsheets. Please only provide the total count for each unique part number rather than separating them by location or any other allocation. The Bidder may attach additional pages for Bill of Materials as needed. Appendix C is in addition to any other pricing documentation the Bidder may provide to the District by building. Failure to attach the Appendix C spreadsheet(s) may be grounds for disqualification of any submitted bid.

BASE BID - Network Electronics Sample (Must include all components and installation cost totals)

Appendix C - Bill of Materials									
Service Provider Name: ABC Inc.									
SPIN: 1234567									
Date: 10/01/2021									
District Name: ABC Schools									
RFP Section Number: 8.4.X									
Part Number	Manufacturer	Model	Item Description	Eligible Cost	Ineligible Cost	Labor Cost	Quantity	Total Cost	Total Eligible Cost
123SFP+	Switches R Us	CorePowerFiberMax	48P 750W SFP+ Switch	\$ 500.00	\$ 100.00	\$ 50.00	5	\$ 2,750.00	\$ 2,250.00
123SFPLIC	Switches R Us	License for CPFM	Switch License Terms	\$ 75.00	\$ -	\$ -	5	\$ 375.00	\$ 375.00
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Grand Totals:				\$ 575.00	\$ 100.00	\$ 50.00	\$ 10.00	\$ 3,125.00	\$ 2,625.00

APPENDIX D - FAMILIAL DISCLOSURE AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the Board of Education of the District and/or the Superintendent of the District.

The undersigned, owner or authorized officer of _____ (the Bidder), pursuant to the familial disclosure requirement provided in the Hamtramck Public School District Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the Bidder or any employee of the Bidder, and any member of the Hamtramck Public School District Board of Education and/or the Superintendent.

- The following are the Bidders familial relationship(s) with the Hamtramck Public School District:**

	Bidder/Employee	Name Related to:	Relationship
1.	_____	_____	_____
2.	_____	_____	_____

(Attach additional pages if necessary to disclose all familial relationships.)

- There is no familial relationship that exists** between the Bidder and/or any employee of the Bidder and any member of the Hamtramck Public School District Board of Education and/or the Superintendent.

Bidder:

(Company Name)

By:

(Signature)

(Title)

This instrument was acknowledged before me, a Notary Public, in and for _____ County, _____ on this ___ day of _____, 20__.

(Notary Public Signature)

SS:

My Commission expires: _____

Acting in the County of: _____

APPENDIX E - IRAN LINKED BUSINESS AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors, and employees.

The undersigned, owner or authorized officer of _____ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the “Iran Linked Business” requirement provided in the Hamtramck Public School District hereby represents and warrants that the bidder, including its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an “Iran Linked Business” at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

There is not an “Iran Linked Business” that exists within the bidder and/or owner, officers, directors, and employees.

Bidder:

(Company Name)

By:

(Signature)

(Title)

This instrument was acknowledged before me, a Notary Public, in and for

_____ County, on this ____ day of _____, 20__,

(Notary Public Signature)

SS:

My Commission expires: _____

Acting in the County of: _____

APPENDIX F - BUILDING MAPS AND PRINTER/COPIER LOCATIONS