



CITY OF
Hamtramck MICHIGAN

3401 Evaline Street
Hamtramck, Michigan 48212

REQUEST FOR PROPOSAL

Parking Meters and Installation Services Request for Proposal

City of Hamtramck
Dee Chase, CPM
313-800-5263
Purchasing Agent

August 13, 2018

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

REQUEST FOR PROPOSAL

The City of Hamtramck is accepting bids for Parking Meters and Installation Services as described in this bid document.



3401 Evaline Street
Hamtramck, Michigan 48212

DATE OF REQUEST	August 13, 2018
REFERENCE PROPOSAL NUMBER	RFP 08132018
PROPOSED DATE/TIME REQUIRED	September 4, 2018 11:00 A.M.
BID OPENING DATE/TIME	September 4, 2018 11:30 A.M.
SUBMIT PROPOSAL TO	City of Hamtramck City Clerk Office August Gitschlag – City Clerk ATTN: Purchasing 3401 Evaline Hamtramck, MI 48212
MARK PROPOSAL	DELIVER TO THE PURCHASING OFFICE IMMEDIATELY



Purchasing Agent and City Manager reserves the right to accept or reject any or all items in the proposal; to accept or reject any or all proposals; to award the proposal in part or in total; to waive any informalities therein; or for any reason, to award the contract to other than the low bidder. If, either, a unit price or extended price is obviously in error and, the other is obviously correct, the incorrect price will be disregarded.

All purchase orders subject to this award are to be exempt from all taxes, including state and federal taxes. Exemption certificates will be furnished upon request. All proposals shall be firm for sixty (60) days from the deadline listed above.

All proposals must be submitted with (1) original, (1) electronic, and (2) copies to be addressed and directed to the:

City Clerk Office
August Gitschlag – City Clerk
Attn: Purchasing
3401 Evaline
Hamtramck, MI 48212

“REQUEST FOR PROPOSAL: Parking Meters and Installation Services”

INTRODUCTION

This document sets forth the general specifications, requirements and responsibilities, of the Parking Meter Installer/Contractor in providing Parking Meters and Installation services for the City of Hamtramck, administrative offices located 3401 Evaline; Hamtramck, MI 48212.

GENERAL CONDITIONS AND SCOPE OF WORK

A. Qualifications

Contractor must be duly licensed in accordance with all Federal, State and local laws governing the sale of Parking Meters and their Installation business.

B. Quality

The Parking Meter Contractor/Installer, hereinafter referred to as “Contractor”, will provide the proposed Parking Payment Systems (meters) and perform all Parking meter installation services in a professional and timely manner as further addressed in this document.

C. General Conditions

Contractor shall hold and save harmless the City from all claims by others whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors including but not limited to the installation of equipment or materials.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs, subject to the approval of the City, for any damages for which the Contractor is liable, of which the City shall be sole judge.

Contract shall ensure that its employees and agents conform to all Federal (OSHA), State and City safety and health regulations, and shall assume full responsibility for any violations and/or non-compliance with such regulations.

GENERAL REQUIREMENTS

The City of Hamtramck is requesting a qualified and bonded Contractor company to provide and install parking meters within the City of Hamtramck. There are 339 meter locations that have been identified in the City of Hamtramck where meters will be installed (details listed in Attachment C). The Contractor shall submit a bid (Attachment B) that includes documentation showing their experience and references for similar work.

1. The crew(s) normal workdays will be Monday thru Friday, 8:00 a.m. to 4:00 p.m.
2. The Contractor must be an original manufacturer, authorized distributor, or dealer authorized by the manufacturer to provide the proposed parking payment systems, service and repair capabilities for items subject to this proposal.
3. The (successful) Contractor must provide a one-year warranty against defects in materials and workmanship.
 - a. The Warranty must offer replacement for that part of the product that proves defective because of improper workmanship and/or material under normal installation use, service or maintenance with no additional charge for parts, labor, travel or any other charge.
4. All equipment must be warranted to be capable of performing at effective levels in accordance with manufacturer's specifications, manufacture's advertised data sheets and manufacturer's technical publications.
5. Warranty work must be performed only by manufacturer-trained personnel
6. The Contractor will provide trained parking meter installers, which are expected to know the general parking meter installation procedures. The Contractor shall perform in a good, proper and workmanlike manner, all work required for the installation of the parking meters.

7. The Contractor will furnish the crews with the general material to install the parking meters, such as, but not limited to;
 - a. Parking meter and post with concrete foundation
 - i Concrete shall meet the requirements of Section 501, portland cement concrete and shall be Class A for the parking meter posts foundation
 - b. Vandal resistant parking meters
 - i The vandal resistant meter housing that protects the coin box shall be made of malleable iron according to ASTM Designation A47M, Grade 24018 with 370 MPa minimum tensile strength and a modulus of elasticity in tension of 170 MPa. It must be engineered to give the greatest amount of protection against vandalism, breakage and theft of the money box.
 - ii Meters whose mechanisms have plastic or materials other than metal will be rejected. Non-metal parts may only be used for seals.
 - c. Collection boxes
 - i The lock-on coin door of the vandal-resistant meter must be recessed to eliminate damage to lock from blows from hammers or any other instruments that may be used to gain entrance to the money box. The lock shall be protected by a deep channel behind the door. '
 - d. The meters must comply with all specifications and tolerances as set forth in the Timing device Code of National Bureau of Standards Handbook 44.
 - i The meter mechanism shall be capable of being manually adjusted to maintain proper tolerance between the coin and the timer winding mechanism
 - ii Meters must be equipped with double flags, one a time expired flag, and the second a so-called "trouble flag" to show them when the meter is jammed or not operating
 - iii Time expired flag and trouble flag must be equally and plainly visible from both sides of the meter



- iv Each meter shall be provided with a clearly legible graduated dial
 - v Each meter shall be equipped with a washer detector feature capable of detecting the most common variety of washers or similar slugs with a hole, whereby they will pass through the meter without registering time
- e. The unit price bid for all items of work encompassed by this specification shall include the furnishing of all labor, materials, tools, equipment and incidentals as required to complete the work
8. Any Contractor job injuries shall be covered by the Contractor's insurance. The crewman shall be considered a contractor and not a City employee.
9. NOTE: The Contractor shall only be paid for each completed meter installation.
10. Contractors bidding are invited to inspect the installation sites (Attachment D Map) completely prior to submitting a proposal, to determine all requirements associated with the proposal.
11. The Contractor receiving the award, will complete a criminal background check for each crewman, along with a drug screen test and provide a copy of the results to the City of Hamtramck.
12. The City of Hamtramck may run a separate background check on each crewman.

SCOPE OF WORK

1. The Contractor may propose different types of parking payment systems: meters (single or dual), kiosks, multi- space parking pay stations, smart parking systems, etc. Contractors are encouraged to submit an offering on any and all products and services available that they currently perform.
2. Pay station reports: Contractor must provide digital samples of all reports to confirm that the reports are sufficient and meet the City's requirements
The pay station must issue a report from the printer with the following information:
 - a. Machine serial number
 - b. Date and time of collection
 - c. Date and time of previous collection
 - d. Total amount of money in the collection
 - e. Total amount of bills by denomination
 - f. Total Amount of coins
 - g. Total amount of credit card payments by credit card type
 - h. Total number of tickets



Software reports must be able to be generated based on the following parameters:

- a. Transaction Date and Time
 - b. Payment Method
 - c. Rate
 - d. Pay Station Number
3. The Contractor is responsible for instructing and training their employees in appropriate safety measures. The crewman will be responsible for maintaining a safe work environment while completing their tasks.

INDEMNIFICATION

Contractor to the fullest extent permitted by law agrees to indemnify, defend and save harmless the City of Hamtramck and its elected and appointed officials and officers, agents, servants and employees from and against all loss or expense, including cost and attorney's fees by reason of liability imposed by law upon the City of Hamtramck and its elected and appointed officials and officers, agents, servants and employees for damages because of bodily injury, including death, resulting from or sustained by any person or persons on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the contract whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the City of Hamtramck, its elected and appointed Officials, officers, appointed agents, servants and employees, except only if such injury or damage is occasioned by the sole negligence of the City of Hamtramck.

CONTRACTOR INSURANCE REQUIREMENTS

1. At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:
 - a. Commercial General Liability - with the following as minimum requirements:
 - \$3,000,000 – Each Occurrence (Total Limit)**
 - Occurrence Form Policy
 - Broad Form Property Damage
 - Premises/Operations
 - Independent Contractors
 - Products and Completed Operations
 - (Blanket) Broad Form Contractual
 - Personal Injury - Delete Contractual Exclusion
 - Additional Insured: The City of Hamtramck;

- b Workers' Compensation - as required by law and \$500,000 Employer's Liability;
- c Automobile Liability and Property Damage - \$1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law;
- d Professional Liability/Errors & Omissions Insurance (as applicable) - with minimum limits of \$1,000,000 per claim and \$1,000,000 dollars aggregate.

2. General Certificates of Insurance:

- a All Certificates of Insurance shall contain evidence of the following conditions and/or clauses and shall be sent to: The City of Hamtramck Purchasing Division, 3401 Evaline Street, Hamtramck, MI 48212.
- b All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Oakland County Purchasing Division. Insurance carriers are subject to the approval of the City of Hamtramck.

3. Contract: The City's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful proposer(s) and the City. In submitting a proposal, the submitter acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentation by the City, the City may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

CONTRACT ADMINISTRATION

Dee Chase, Purchasing Agent
City of Hamtramck
3401 Evaline
Hamtramck, MI 48212

PROPOSAL SUBMISSION

Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or City employee or entered into any type of agreement of any nature to

fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal.

The individual signing below certifies:

1. He/She fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
 2. He/She has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by City.
 3. This Proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or City employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
 4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
 5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.
- Each bidder is requested to complete the attached business information form. This attachment will not be considered in awarding or rejecting the Proposal, but the bidder awarded the Contract will need to submit this information prior to the purchase order release. (See Exhibit A)

If there are general questions that require clarification concerning this RFP, please contact Dee Chase, CPM, at dchase@hamtramckcity.com.



Before submitting proposals, each Bidder shall have at their option, the opportunity to inspect the existing sites to arrive at a clear understanding of the conditions under which the work is to be performed. Bidders will be held to have satisfied themselves as to all conditions affecting the execution of the work.

GENERAL INFORMATION:

CHANGES TO RFP: All additions, corrections or changes to the solicitation documents will be made in the form of a written Addendum submitted by Purchasing Agent, Dee Chase, only into MITN. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written Addendum. All written Addendums issued shall become part of the Agreement documents.

1. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Dee Chase, City of Hamtramck Purchasing Agent, at dchase@hamtramckcity.com; failure to do so may limit your ability to submit a complete, competitive proposal.
2. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the City in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The City and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the City by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and City's exclusive remedy for Late Withdrawal of Bidder's Proposal.



3. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the City or even notification of Proposal acceptance by the City as an obligation or commitment by the City to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the City will have no binding obligation until it signs the Contract approved by its City Council.
4. **TAX-EXEMPT STATUS:** The City of Hamtramck is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
5. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, the City of Hamtramck is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
6. **RESPONSIBILITY:** Bidder is solely responsible for ensuring its bid is received by the City of Hamtramck Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The City of Hamtramck Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the City of Hamtramck City Clerk Office; August Gitchlag – City Clerk; Attn: Purchasing; 3401 Evaline; Hamtramck, MI 48212.

Deliveries made before the due date and time but to the wrong office will be considered nonresponsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

THE CITY WILL NOT ACCEPT PROPOSALS SENT BY FAX MACHINE OR E-MAIL

NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed Agreement with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to



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employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the Agreement.

CONTRACT: The City's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the City. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the City, the City may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the City's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the City of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.



CERTIFICATION

The individual signing below certifies:

1. He/She fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made

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EXHIBIT A

*Name:	
*Title:	
Signature:	
*Name Company:	
*Address:	
*City/State/Zip:	
*Phone Number:	
*Fax Number:	
*Email Address:	

ATTACHMENT B

BID DOCUMENTS

The Contractor’s pricing shall be based on a Completed Meter Installation. The bid price is all-inclusive of everything necessary to complete the meter installation work. This includes, but not limited to, meters, bonding, insurance, work van, tools, meter installations, etc.

City of Hamtramck Bid Sheet

Meter Payment System	Meter and Installation Price	Quantity	Extended Price
TOTAL			

NOTE: The listed quantities are firm, 339 parking meter locations per Attachment A.

Attachment C

Parking Meters

Joseph Campau:

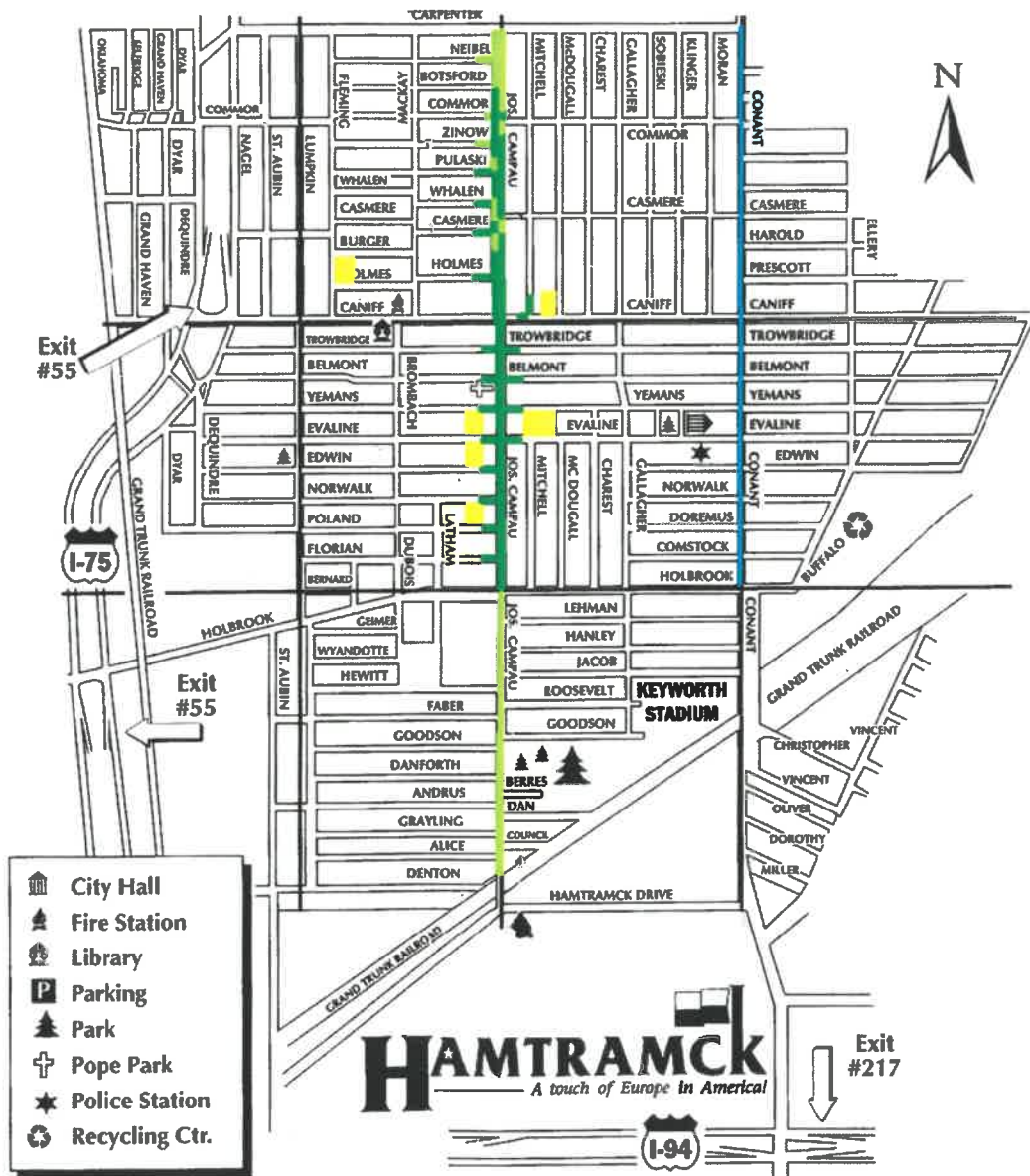
- No meters south of Holbrook
- 6 metered spots between Holbrook and Florian
- 14 metered spots between Florian and Poland
- 10 metered spots between Poland and Norwalk
- 9 metered spots between Norwalk and Edwin
- 14 metered spots between Edwin and Evaline
- 9 metered spots between Evaline and Yemans
- 14 metered spots between Yemans and Belmont
- 8 metered spots between Belmont and Trowbridge
- 9 metered spots between Trowbridge and Caniff
- 12 metered spots between Caniff and Holmes (on west side of street)
- 16 metered spots between Caniff and Casmere (on east side of street); no meters north of empty lot near former Carbon Bar
- 11 metered spots between Holmes and Casmere (on west side of street); no meters north of former Odeesh Dentist
- 1 metered spot between Casmere and Whalen (no meters north of Mostek)
- 11 metered spots between Whalen and Pulaski (no meters south of heating and cooling business on west side of street)
- 14 metered spots between Pulaski and Zinow (no meters in front of Ukrainian Self Reliance or Michigan Works)
- 9 metered spots between Zinow and Commor
- 4 metered spots between Commor and Botsford (on east side of street)
- 14 metered spots between Botsford and Neibel (all meters cut)
- 10 spots between Neibel and Carpenter; no meters (some cut, some missing)

Other Streets:

- 7 metered spots on Florian
- 8 metered spots on Poland
- 8 metered spots on Norwalk
- 8 metered spots on Edwin
- 8 metered spots on Evaline west of Jos Campau
- 8 metered spots on Evaline east of Jos Campau
- 8 metered spots on Yemans west of Jos Campau (2 meters cut)
- 8 metered spots on Yemans east of Jos Campau
- 6 metered spots on Belmont east of Jos Campau
- 8 metered spots on Belmont west of Jos Campau
- 8 metered spots on Trowbridge west of Jos Campau (1 meter cut)
- 8 metered spots on Trowbridge east of Jos Campau

Attachment C

- 4 metered spots on Caniff east of Jos Campau (in front of post office)
- 7 metered spots on Mitchell (beside post office)
- 6 metered spots on Holmes
- 2 metered spots on Casmere west of Jos Campau
- 6 metered spots on Whalen (possibly 8 with missing meter)
- 8 metered spots on Pulaski
- 8 metered spots on Zinow (all meters cut)
- 2 metered spots on Commor west of Jos Campau (meter cut)
- 8 metered spots on Neibel (all meters cut)



- Blue - alternate bid
- Yellow - existing parking lots
- Green - existing metered parking
- Light green - proposed metered parking (or existing metered parking with broken meters)