# CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor BRENDA L. STUMBO Clerk HEATHER JARRELL ROE Treasurer STAN ELDRIDGE Trustees JOHN P. NEWMAN II GLORIA PETERSON DEBBIE SWANSON JIMMIE WILSON, JR.

June 7, 2022

Special Meeting – 5:00 pm

Ypsilanti Township Civic Center 7200 S. Huron River Drive Ypsilanti, MI 48197



## Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE. YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE TRUSTEES: JOHN NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON •JIMMIE WILSON, JR.

#### SPECIAL MEETING

TUESDAY, JUNE 7, 2022 - 5:00PM

A Special Meeting of the Charter Township of Ypsilanti Board of Trustees has been called by Supervisor Brenda Stumbo for the following items:

#### AGENDA

- 1. REQUEST TO APPROVE THE CONTRACT WITH QUADIENT FOR THE LEASE OF A NEW POSTAGE MACHINE IN THE AMOUNT OF \$468.60 PER MONTH FOR FIVE YEARS
- 2. REQUEST TO AWARD THE LOW BID FOR REPLACEMENT OF THE ROOF AT FIRE STATION #4 LOCATED AT 8869 TEXTILE ROAD TO RAPID ROOFING IN THE AMOUNT OF \$22,853.12 BUDGETED IN LINE ITEM #217-901-975-005
- 3. REQUEST TO APPROVE A DELAY IN RETIREMENT AND ADJUSTMENT TO FIRE CHIEF ERIC COPELAND'S EMPLOYMENT CONTRACT
- 4. REQUEST TO APPROVE A LETTER OF AGREEMENT WITH AFSCME LOCAL 3451 14B DISTRICT COURT
- 5. REQUEST TO CONFIRM THE HIRING OF WILLIAM TURNER AS THE NEW GOLF COURSE SUPERINTENDENT DUE TO THE RETIREMENT OF TIM SMITH
- 6. REQUEST TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF SPEED HUMPS ON NASH AVE. IN THE AMOUNT OF \$60,816.50 BUDGETED IN LINE ITEM #101-446-982-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
- 7. REQUEST TO ACCEPT THE PROPOSAL FROM COMCAST FOR SIP TRUNK SERVICE AND TO APPROVE THE AGREEMENT PENDING ATTORNEY REVIEW
- 8. REQUEST TO SEEK QUALIFICATIONS FOR LICENSING, MIGRATIONS AND TRAINING SERVICE FOR OFFICE365
- 9. REQUEST TO SEEK PROPOSALS FOR A PREFERRED NETWORK CABLE INSTALLER
- 10. REQUEST TO APPROVE A ONE TIME RECOGNITION PAYMENT OF \$1000.00 TO FULL TIME EMPLOYEES AND \$500.00 TO PART TIME EMPLOYEES

- 11. REQUEST TO APPROVE THE INSTALLATION OF EIGHT (8) LIGHTS BETWEEN ONANDAGA AVENUE AND HUDSON STREET FOR THE US-12 PROJECT WITH INSTALLATION COSTS BEING PAID BY THE WASHTENAW COUNTY ROAD COMMISSION
- 12. BUDGET AMENDMENT #8

Ypsilanti Township Board Agenda

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Supervisor BRENDA L. STUMBO Clerk HEATHER JARRELL ROE Treasurer STAN ELDRIDGE Trustees JOHN P. NEWMAN, II GLORIA PETERSON DEBBIE SWANSON JIMMIE WILSON JR.



**Treasurer's Office** 

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-1002 Fax: (734) 484-5155 ytown.org

Charter Township of Ypsilanti

## **MEMORANDUM**

To: Charter Township of Ypsilanti Board of Trustees

From: Stan Eldridge, Township Treasurer Angela Kojiro, Deputy Township Treasurer

Date: May 26, 2022

#### **RE:** Postage Machine Contract Renewal

Board Members,

The Township's current postage machine contract expires July 4, 2022. In addition, the current machine no longer meets the specifications that are required by the U.S. Postal Service. The use of a postage machine allows the Township to receive a financial savings on its yearly mailings, which in 2021 was just over \$2,700.

There are currently only four companies that are authorized by the U.S. Postal Service to lease postage systems within the United States. In accordance with the current Charter Township of Ypsilanti Financial Policy the Treasurer's Office, specifically Deputy Treasurer Kojiro, has recently obtained the three required quotes, as this contract will exceed the policy thresholds, based upon a 60 month lease.

For each quote, the following specifications were requested:

- The machine should have an output of 140 letters per minute
- A dynamic weighing platform
- 30 lb. ship scale and display
- A conveyor stacker and adaptor
- A computer monitor with keyboard and mouse.

In addition, the terms of the lease includes freight, delivery, installation, meter rental, equipment maintenance, software license and support.

The three quotes received are attached, as well as being summarized below:

- 1) Quadient This is our current vendor. Quadient recommends:
  - The iX-7 DS mailing system that can be leased with or without their "S.M.A.R.T." computer system. Our current lease includes "S.M.A.R.T." This technology allows us to get the best shipping price on packages, track postage usage by department, and provides an easy to use interface. The Quadient machine includes a conveyor belt, which allows the user to process a high volume of mail quickly and easily.
  - The lease term is \$468.60 per month for a 60 months, or \$28,116.00 for 5 years
- 2) Pitney Bowes recommends:
  - The SendPro P2000 mailing system. It includes a conveyor belt and computer.
  - The lease term is \$435.61 per month for 60 months, or \$26,136.60 for 5 years
- **3**) UTEC recommends:
  - An FP PostBase Pro DS. This machine does not include a conveyor belt, but offers a stacker as an alternative. Staff reviewed this machine in person, as they have a local office in Ann Arbor, and found that it is not as robust as our current postage machine.
  - The lease term is \$375.49 per month for 63 months, \$23,655.87 for 5 years

It is our recommendation, as well as that of the Clerk's Office that the Charter Township of Ypsilanti continue our current relationship with Quadient and select the "S.M.A.R.T." technology quote. Additional reasons as to why the recommendation to select this option include:

- We have an established relationship with this vendor.
- Quadient provides a product that meets our specifications and can handle a high volume of mail. In 2021, we processed over 55,000 pieces of mail, across multiple departments including the 14-B Court. It is essential that our postage machine be efficient and effective so as to handle a high volume of mail.
- Renewing with Quadient provides a seamless transition. This is especially important given the high number of end users (Treasurer's Office, Clerk's Office, RSD, 14<sup>th</sup> District Court, etc.). This will minimize training time and potential user error.
- While all three quotes attempt to compare like products, each machine and it's features are specific to that particular vendor. Quadient has given us NASPO value point pricing (MiDeal), which has been pre-bid by Quadient and their competitors. In other words, if we were to get an exact bid for all the items Quadient quoted, it would be essentially the same price from each supplier. More information is available on the attached NASPO Value Point information sheet. Thus, we can be assured we are getting competitive pricing.



# **BUSINESS CASE**

## **Consolidated Mailing Solution**

Prepared for:	CHARTER TOWNSHIP OF YPSILANTI
Proposal date:	4/25/2022
Valid until:	6/13/2022
Submitted by:	Jake Stacey Government Account Executive (734) 660-3749 J.Stacey@Quadient.com
	Patrick Houliban

Patrick Houlihan (248) 761-0802 Sales Manager <u>p.houlihan@quadient.com</u>





#### **Product Overview**



S.M.A.R.T.

The ultimate Shipping, Mailing, Accounting, Reporting and Tracking experience

#### **Key Capabilities**

<ul> <li>Integrates seamlessly with Quadient iX-Series mailing</li></ul>	<ul> <li>Allocate mailing and shipping costs down to 1/100 of a</li></ul>
systems to create a do-all mail center solution	cent for an unlimited # of accounts or departments
<ul> <li>Best-in-class shipping application allows you to process</li></ul>	<ul> <li>Provides up to five levels of chargeback accounting with</li></ul>
parcels using USPS <sup>*</sup> , UPS <sup>*</sup> , FedEx <sup>*</sup> and DHL <sup>*</sup>	the ability to set budgets and apply custom charges
<ul> <li>Optimize USPS<sup>®</sup> shipping with full IM<sup>®</sup>pb compliance,</li></ul>	<ul> <li>Work Ahead<sup>™</sup> allows operators to save time by selecting</li></ul>
commercial base pricing discounts and free insurance	the next account while the current batch is running
<ul> <li>View services &amp; rates across all carriers from one screen</li></ul>	<ul> <li>Eliminate account changeover pauses by staging batches</li></ul>
and automatically shop by lowest cost or fastest delivery	of mail for different accounts using Scan & Drop <sup>™</sup>
<ul> <li>Allow desktop users to prepare shipments with traveler</li></ul>	<ul> <li>Comprehensive mail center activity reporting empowers</li></ul>
documents for faster processing in the mail center	you to better manage mailing and shipping operations
<ul> <li>Simple integration capability eliminates manual entry,</li></ul>	<ul> <li>Set it and forget it – the report scheduler automatically</li></ul>
increasing shipping accuracy and efficiency	runs and emails reports to designated recipients
<ul> <li>Control all the functionality of your iX mailing system via</li></ul>	<ul> <li>Consolidated package tracking across all carriers with</li></ul>
the interactive PC's unparalleled user interface	thirteen months of history at your fingertips

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#### **iX-7 DS MAILING SYSTEM**

A mid-range mail processing solution with exceptional versatility

#### **Key Capabilities**

<ul> <li>Intuitive user interface that includes a color touchscreen</li></ul>	<ul> <li>Reach productivity levels as high as 140 metered letters</li></ul>
and time-saving shortcut keys	per minute (75 in dynamic weighing mode)
<ul> <li>Meets the latest Intelligent Mail Indicia (IMI) and</li></ul>	<ul> <li>Safeguard your stored postage with PIN code access for</li></ul>
Dimensional Weighing (DIM) USPS <sup>*</sup> requirements	each of your operators
<ul> <li>Automatic feeding of postcards, letters or large</li></ul>	<ul> <li>Track pieces processed and postage used for 100 or more</li></ul>
envelopes without sorting by mail piece size	accounts/departments
<ul> <li>Dependable envelope sealing that secures the contents</li></ul>	<ul> <li>LAN or wireless connection to refill postage instantly and</li></ul>
of your mail pieces	update postal rates automatically
<ul> <li>In-line dynamic scale weighs, measures, classifies and</li></ul>	<ul> <li>Download artwork to print onto your mail pieces – use our</li></ul>
rates mail pieces on the fly	free library or create your own
<ul> <li>External scale auto-adjusts the postage amount for</li></ul>	<ul> <li>Uploads postage usage data to your Myquadient online</li></ul>
extra-thick envelopes or boxed packages	account for quick and easy analysis
<ul> <li>Integrated postage label dispenser for easy processing of</li></ul>	<ul> <li>Download postage anytime and pay for it later using</li></ul>
bulky letters and large envelopes	Quadient Postage Funding

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quadient



#### **Financial Considerations**

#### **Product Summary – WITH SMART**

- iX-7; 10lb WP + 30lb Ship Scale w/Display; DS; All-in-One PC; Zera Label Printer; SMART Mail Center SW w/5 Mail + 250 RTS/Print Licenses; MultiCarrier
- S.M.A.R.T. Computer Stand for All-In-One PC, Full Wireless Keyboard & Mouse
- Dynamic Weighing Platform for IX Series 7/7PRO Bases
- Desktop Solution Power Conditioning Line Filter
- S.M.A.R.T. Remote Configuration Training
- Conveyor Stacker & Adaptor (IX7 & IX7PRO ONLY)

# CostValid Until: 6/13/20220160-month lease\$468.60<br/>per month02Freight, delivery & installationIncluded03Meter rentalIncluded04Equipment maintenanceIncluded05Software license & supportIncludedTotal Monthly Cost

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#### **Product Summary – NO SMART**

- iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
- Dynamic Weighing Platform for IX Series 7/7PRO Bases
- Conveyor Stacker & Adaptor (IX7 & IX7PRO ONLY)
- IX Series 30 lb Weighing Platform
- 15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 "corded" outlet

Cos	t Summary	Valid Until: 6/13/2022
01	60-month lease	\$400.01 per month
02	Freight, delivery & installation	Included
03	Meter rental	Included
04	Equipment maintenance	Included
05	Software license & support	Included
	Total Monthly Cost	\$400.01 per month

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## Get the Postage You Need Now & Pay For It Later

Welcome to the Quadient Postage Funding, the easiest way to buy more postage for your Quadient mailing system. With Quadient Postage Funding, you'll enjoy greater flexibility and control in managing your business and mailing operations.

How does Quadient Postage Funding work? It couldn't be simpler. Download postage whenever you need it – there's no need to prepay. We'll pay the Postal Service for your requested postage amount. Each month that you have account activity, you'll receive a Postage Funding invoice that itemizes all of your postage downloads for the billing period. You can take up to 28 days from the statement date to pay by check, ACH, or online.

How much postage can I download? Your account limits are automatically set based on the type of mailing system you have:

Mailing System	Plan Name	Free Transaction Limit	Total Account Limit
Low Volume	Basic PLUS	\$700 per monthly billing period	\$1,500
Mid to High Volume	Advantage PLUS	\$4,000 per monthly billing period	\$8,500

How are transaction fees assessed? You are pre-approved to download up to the Free Transaction Limit amount each month with <u>no</u> fees. If you exceed the Free Transaction Limit during any monthly billing period, the excess amount is subject to a 1% Flex Limit Fee. For example, if your Free Transaction limit is \$4,000 and you add \$5,000 to your postage meter in a single monthly billing cycle, you'll be billed a \$10 Monthly Flex Limit Fee (\$5,000 - \$4,000 = \$1,000 x 1% = \$10).

Can I increase the amount of postage available for download from my Postage Funding Account? Yes you can. Simply call our Customer Service Department to arrange an increase in the amount of your Total Account Limit.

Can I choose my statement date and corresponding due date? Yes you can. You may choose a different statement date than the one assigned automatically at the time of enrollment. Approximate statements dates to choose from are the 1st, 5th, 10th, 15th, and 22nd of each month.

Must I pay the entire Postage Funding statement balance by the due date? You must pay at least the minimum payment amount by the due date indicated on your statement. Finance charges may apply for payments that are less than the total balance owed. A late fee may also apply if you do not make the minimum payment by the due date indicated on your bill.

Can I manage my Postage Funding account online? Yes. Simply log into Myquadient and you can monitor and track all of your Postage Funding activity. You can also access current and past statements, make online payments and create e-mail alerts.









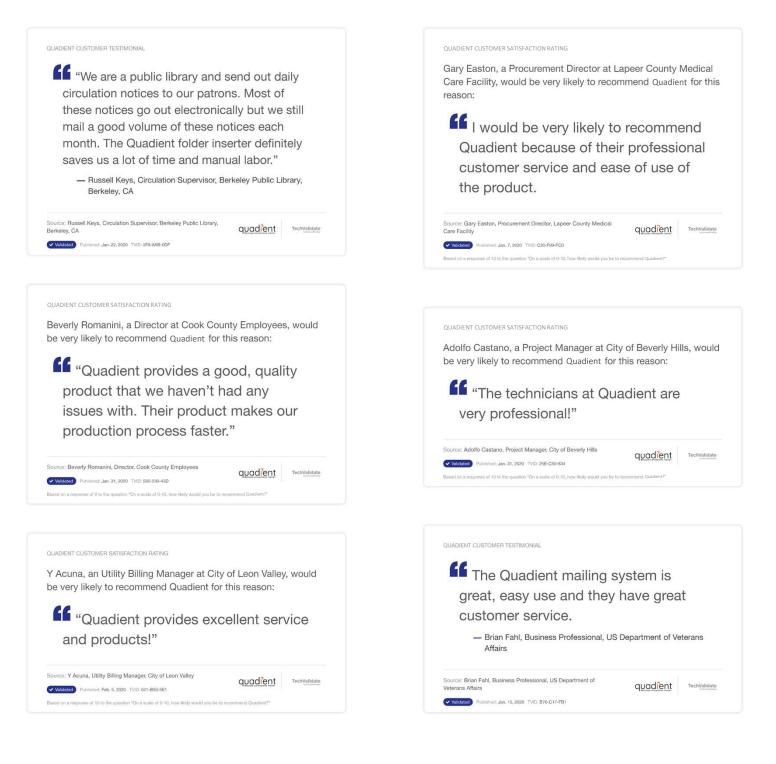
EXPERTISE 8 billion personalized experiences annually



BACKED BY THE EXPERTS Gartner, Forrester, and Aspire



#### Government - Quadient customers tell an independent third party what they think about us:







# Sending Technology Solutions

Proposal for:

# **YPSILANTI TOWNSHIP**



CHARTER TOWNSHIP OF YPSILANTI "A COMMUNITY OF OPPORTUNITY"

Prepared by: Bradley Lang Major Account Manager – State of MI Pitney Bowes

May 10, 2022









Business Communication

Automation



Client Enablement Services



## Key features

Simplify the sending the process by integrating mailing and shipping into a single solution.

<ul> <li>For letter mail, the SendPro P2000 can automatically process up to 5 / 8" thick at up to 180 letters per minute.</li> </ul>		Weigh-on-the-Way module accurately rates mail based on the weight and dimensions of each envelope at speeds up to 115 letters per minute.
<ul> <li>Closed-flap sealing for envelopes up to 5/8" thick with advanced pump-fed pad, complete with moisture adjustments at a job-level.</li> </ul>	•	Minimize interruptions with proven self-aligning, reverse separation technology.
• Load-on-the-fly feeders help keep your mail moving, freeing time for other tasks.	•	Integrated and interfaced weighing options ensure postage accuracy.
<ul> <li>Includes 50-user SendPro Online access, so your employees can mail and ship via USPS<sup>®</sup> remotely or right from their desks.</li> </ul>		SendPro Online access allows desktop users to create a ship request for larger items like Priority Mail, making it easier to take advantage of IMpb savings.
<ul> <li>Print return address, envelope ad and indicia or permit imprint in a single pass.</li> </ul>		Complies with all current USPS <sup>®</sup> regulations including Intelligent Mail Indicia <sup>®</sup> (IMI) <sup>*</sup> , Dimensional Weighing <sup>®</sup> (DIM) and Intelligent Mail Package Barcode <sup>®</sup> (IMpb) when using compliant trackable label. *Due to its enhanced data security features, the SendPro <sup>®</sup> P Series/Connect+ is approved for us by the USPS through December 31, 2027.

#### Solution Recommendations

- SendPro<sup>®</sup> P2000 mailing system
- 145 LPM Speed with 70 LPM in W.O.W.
- Weigh-On-The-Weigh (W.O.W. also known as Dynamic Weighting)
- 15" Color Touch Computer Display
- 30lb Scale with External Display

- Power Stacker
- External Wireless Keyboard
- SendPro Online USPS Shipping
- 4x6 " Adhesive Shipping Label Printer
- Standard Accounting & Analytics



Lease Investment Summary	Valid until: 6/30/2022
Hardware and software as described above	Included
Maintenance, rate updates, meter rental, and support	Included
Freight, delivery, and installation	Included

60 Months

\$435.61

\*Pricing from State of MI MiDeal State Contract

How we operate

# "We do the right thing, the right way."

This simple statement is the north star we use in our interactions with our clients, business partners, employees, and communities.

Every day, we demonstrate our commitment to corporate responsibility through the way we conduct business. Our culture of integrity and shared values is fundamental to our success and has been throughout our history.



#### About Us

Pitney Bowes is a global technology company providing commerce solutions that power billions of transactions. Clients around the world, including 90 percent of the Fortune 500, rely on the accuracy and precision delivered by Pitney Bowes solutions, analytics, and APIs in the areas of ecommerce fulfillment, shipping and returns; cross-border ecommerce; office mailing and shipping; presort services; and financing.



# **About Pitney Bowes**



**100+ Years of Experience and Innovation** Market leader in mailing and shipping Over 3000 active patents

#### Global reach

11,000 employees with 2,500 dedicated Global Service staff Support over 750,000 businesses around the world including 90% of the Fortune 500



#### Local Partner

US-based with headquartered in Stamford, CT

Direct sales and service with local partner channel to support you everywhere you do business.



#### Trust and Expertise

Recognized by JD Power 2 years in a row

- 2020 Certified Assisted Technical Support (tele support)
- 2021 Certified Technical Support and Service (tele, field, self service delivery)

97% overall customer satisfaction rating



#### **Environmental sustainability**

2020 Climate Leadership Award for Excellence in Greenhouse Gas Management from The Center for Climate Solutions and The Climate Registry.

Reduced our electricity consumption by 11% in 2020

Achieve Carbon Neutrality by 2040

# Customer Satisfaction Guarantee

Pitney Bowes Sending Technology Solutions is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes Service Level Agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

#### **Guaranteed product performance**

For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

#### Guaranteed nationwide service

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

#### Help line support

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00am until 8:00pm ET exclusive of holidays.

#### **Rate change protection**

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

#### Operator productivity and training excellence

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services.

#### Purchase Power® service

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

We won't be satisfied until you are satisfied.

Harris WArsaw

Harris Warsaw Senior Vice President Global Sales, Global Sending Technology Solutions

# Notice of confidentiality

The responses provided herein are intended for discussion purposes and nothing contained herein is intended as a binding agreement, which can only be reached by a written agreement entered into by the parties. The information contained in this document and the solution proposed by Pitney Bowes (PB) is proprietary and confidential to PB. These materials can be used solely for the purpose of evaluating a possible transaction between PB and its prospective client. No recipient of these materials may use them for its own commercial advantage. The recipient of these materials must hold them in confidence and shall not distribute them, in whole or in part, to any other individual or entity in any form without the prior written consent of PB.

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A Proposal for:



## PostBase Pro DS Postage System









€maga<sub>2</sub>

DEAI

The Week In

# **FP** PostBase



reddot design award



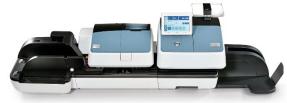
High Capacity Vertical Feeding



Post Base Vision Manual



True Mixed Mail Feeding



Post Base Vision Auto Feed

#### Modular Design in Your Choice of **Color**



#### Post Base Pro w / Dynamic Scale







## WHO IS FP? COMPANY QUICK FACTS...

- FP Mailing Solutions is the fastest growing postage meter company in the U.S. based on USPS® placement reports
- Subsidiary of Francotyp-Postalia-AG Based outside of Berlin, Germany
- We employ over 900+ people worldwide
- FP has been operating in the U.S. for more than 52 years and worldwide for 91 years
- U.S. Headquarters and distribution center located near Chicago, IL



FP HQ – Addison, IL

- One of only three manufacturers with USPS® authority to manufacture and distribute full line of postage meters in the USA
- We are represented by 190+ independent Dealer partners nationwide
- With quality German Engineered products, FP is a leading provider of mailing systems in most of Europe





## FP MAJOR ACCOUNT RELATIONSHIPS









- At UTEC our mission is to help your business become more efficient through the use of cutting-edge technology. We will manage the technology structure of your business consisting of copiers, printers, mailing solutions, scanners, computers, servers and presentation display boards. Any technology that your business runs on-we are the professional one stop solution to serve your needs.
- Our sales pros will work with you to recommend the right products and ROI documentation. Operating your business with precision and proficiency is your priority, which is why we make it ours.
- At UTEC, we are here to sell and service technological efficiency. Discover the UTEC difference today.











MICHIGAN UNIVERSITY





Automatic mailing system Standard features included:

Speed: Up to 140 LPM (90 Dynamic) Scale: 15 lb. capacity Cost Accounts: 100 Text Message Capacity: 12 Envelope Ad Capacity: 30 Shortcut Keys: 20 Software: ReportOne Scale Feature: Dynamic Weighing



#### Feed - Seal – Weigh – Measure & Meter 140 letters per minute.



reddot design award



# The PostBase Pro DS

# Automated



## One Button

- One touch to start
- No keyboards
- Soft touch color display



## Intuitive Operation

- Simple menus
- Custom shortcuts
- Rate wizard



#### Adjusts Automatically

- Auto thickness adjustment
- No manual guides



# The PostBase Pro DS

# Secure / Compliant



## Seal Check

- Sensor checks sealing
- Security alert for missed envelopes



#### Shape Based Rating

- SBP compliant
- 4 point detection system
- Checks shape & weight to correctly rate



#### Secure USPS IMI Meter

- Highest level of security
- Meets or exceeds current regulations



#### PIN Code Security

- System lock
- User PIN codes



# **FP Inserters**

Compliance & Security with Ease of Operation

Folder Inserters eliminate the hours spent hand folding & stuffing documents and the subsequent errors caused by separating & collating variable page document sets.





# MailOne<sup>™</sup> – ReportOne<sup>™</sup> – RemoteOne<sup>™</sup> Software

Designed to maximize efficiency, postage tracking and reporting. Connects to and operates meter. Ecertified RR – 3 Tier Departmental Tracking – IMPB for all Packages, Priority & Express Mail.





# **PROPOSED CONFIGURATION**

FP PostBase Pro w/ Dynamic Scale Postage Machine

All-in-One PC with MailOne Reporting Software & 30lb scale





# The Numbers

YOUR INVESTMENT IN SECURITY & PEACE OF MIND



#### All Inclusive Monthly Lease Payment for: PostBase Pro w/ Dynamic Scale Postage Machine All-In-One PC with MailOne Software & 30lb USB Scale

63 Month Lease Payment

\$375.49

Monthly Payment includes Equipment, Meter, All Rate Updates, On-Site Service and training.





# Summary

In Summary, thank you again for the opportunity to discuss your mailing needs and purpose a solution. The proposed FP PostBase Pro DS, along with the All-in-One computer with MailOne software will meet and/or exceed each of your objectives.

The system is backed by UTEC, a company dedicated to providing exceptional customer support and cutting-edge technology solutions.

In addition, UTEC carries a full range of both monochrome and color MFP solutions, proactive IT management and support, Interactive Display Systems, as well as innovative document and workflow management solutions, to assist your organization with future technology upgrades.

UTEC is committed to helping your company achieve both your short and long-term goals.

Thank you for your consideration and we look forward to providing you with exceptional service and support.

Sincerely,

Christine Liphardt Mailing Solutions Specialist 734-961-3071 cliphardt@utecit.com





# PostBase<sup>®</sup> pro DS

•

#### PostBase<sup>®</sup> pro DS The next generation of PostBase<sup>®</sup>

The PostBase<sup>®</sup> pro DS is a robust and intuitive mailing system that offers uncompromising service for the professional mailroom. It offers high-tech capabilities, with an easy-to-use touchscreen and award-winning design. The PostBase<sup>®</sup> pro DS can process mixed weight mail by simply placing your mail in the self-adjusting feeder and letting the machine do the rest. As one of the first USPS<sup>®</sup> IMI-compliant meters in the market, and the only machine in its class to offer SealCheck technology, the PostBase<sup>®</sup> pro DS is one of the most secure mail machines available.





#### **Pro Performance**

The key to reliability and performance is the Stack & Go feeder with the large format feed deck and adjustable anti-skew rollers that prevent stoppages.



#### **Dynamic Scale**

High speed processing of mixed mail up to 90 letters per minute using the inline dynamic scale that accurately measures the size and weight of each envelope.

#### USPS® IMI Approved

Equipped with the most upto-date USPS® Intelligent Mail Indicia (IMI) technology. The PostBase® pro DS is designed to fully meet all USPS® standards and requirements.



#### SealCheck Sensor

Exclusive to FP's PostBase<sup>®</sup> line, SealCheck envelope sealers ensure security by validating that each envelope flap passes through the sealer.

#### Add-on Products Get the most out of your Postbase<sup>®</sup> pro DS



#### High Capacity Envelope Catch Tray

Improve productivity by adding a high capacity catch tray that can hold up to 350 finished envelopes reducing the amount of manual unloading. With a durable design and compact footprint it will fit onto any mailroom table by hanging off the right side with a sturdy support.



#### Custom Mailroom Furniture

FP Mailroom Furniture is designed to provide superior protection for FP machines. Our engineers worked to create a line of furniture that increases the lifespan of your FP Mailing machines by preventing sagging and vibrations that can damage heavy mailroom equipment.



#### FPi Folder Inserter to PostBase® pro Interface

Further streamline your mailing process with folder inserter solutions for the modern age. By combining just two machines, you can transform printed paper into folded, stuffed, sealed, weighed, metered, and stacked mail in one streamlined process. The FPi Folder Inserters also have a secondary benefit of added security for sensitive documents such as: checks, invoices, legal notices and medical documents.

#### **FP Parcel Shipping** Ship. Track. Save.

Paired with the PostBase® pro DS, FP Parcel Shipping is the perfect companion to send packages. FP Parcel Shipping comes equipped with the USPS® shipping rates with the option to add multi-carrier shipping, giving you the power to select the best rate for the day you want your package to arrive.

Saving time and money while sending packages has never been simpler. This online shipping application allows you to easily compare rates and print shipping labels with the tracking barcodes for the carrier and service selected.

FP Parcel Shipping also offers:

- Discounted Commercial Plus® Pricing •
- Free insurance on Priority Mail<sup>®</sup> and Priority Mail Express<sup>®</sup> (up • to \$100 value)
- CASS address correction and validation •
- Package tracking dashboard with email notifications .
- Add-on multi-carrier rate shopping option •





4" x 6" thermal shipping labels



# PostBase<sup>®</sup> pro DS

## Features

Advanced, large format auto feeder Anti-skew rollers for mixed mail Differential weighing scale SealCheck envelope security with sealing status light Adjustable flow sealing Dynamic weighing up to 90 letters per minute Adjustable 4.3" color touchscreen Rates up to 15 lbs. with integrated scale Prints up to 140 letters per minute Up to 20 quick select rate shortcuts Up to 250 Cost Accounts Rate Wizard for selecting USPS® Postal Products Full selection of USPS® rates and extra services Automatic postal rate downloads Integrated label dispenser PIN code access protection Envelope graphics - 6 std., 30 custom Envelope text message (via RemoteOne™) - 12 custom Easy ink replacement ReportOne<sup>™</sup> (account management postal software) FP Parcel Shipping online application - USPS®

## Connected to MyFP Customer Portal

FP offers an easy way to get an overview of your mailing system, access your invoices and orders, and purchase postage and supplies all from a single online platform. Plus, find product specific support and access to FP digital products and services.



## **Specifications**

Dimensions	55" L x 17.3" D x 11.6" H
Expandable catch tray length	12.6"-17.5"
System weight	70.2 lbs.
Catch tray weight	2.2 lbs.
Maximum letter thickness	0.40"
Envelope sizes	4" x 6" to 10" x 14"
Ink cartridge capacity (up to)	18,000 imprints
Noise	<70 dB(A)

### Certifications

USPS<sup>®</sup> IMI Approved Postage Solution Energy Star 3.0

## Connectivity

LAN or optional Wi-Fi adapter

## Options

Wi-Fi adapter High capacity envelope catch tray Cost Account upgrade - 250 External PC scale - 30 or 70 lbs. FP Parcel Shipping - multi carrier option FP Parcel Shipping 10 or 70 lb. capacity USB scale 4" x 6" shipping label printer MailOne™ (Mail management & parcel shipping software)



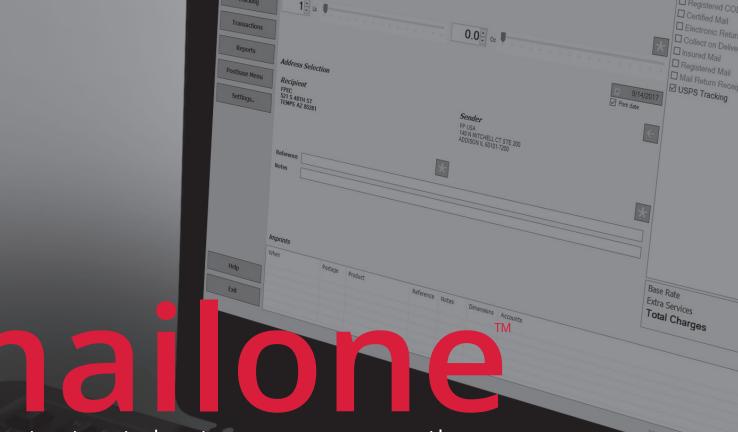


reddot design award

## Learn more at: www.fp-usa.com/postbase-pro-ds

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# Gain insight into your mail



# Fully-integrated software for your **PostBase**

MailOne is a fully-integrated mailing, shipping and mail-accounting software solution that simplifies the way you mail, manage and report on postal usage and expenditures. MailOne interfaces directly with the PostBase to allow for interchangeable control and operation.



# USPS<sup>®</sup> Shipping

MailOne<sup>™</sup> is the premier USPS<sup>®</sup> package shipping solution. It makes shipping easy, reduces costs and improves delivery efficiency. Use MailOne rate shopping to find the best shipping method utilizing USPS® Commercial Base Pricing.

# Mail Accounting

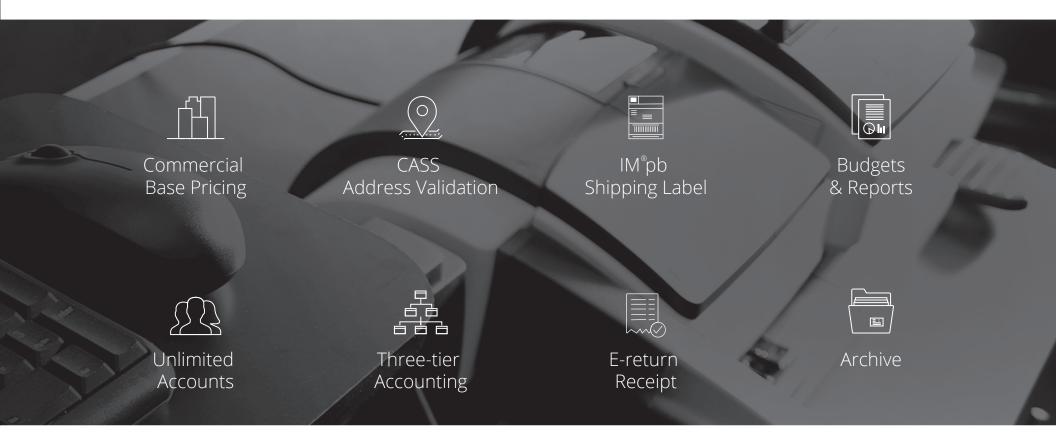
MailOne<sup>™</sup> processes, records and saves all of your mail expenditure details in real-time. Use unlimited cost accounts to create budgets and add surcharges for chargeback and cost allocation. With MailOne, businesses can easily create reports in detail for quick analysis.

# Certified Mail®

MailOne<sup>™</sup> Certified Mail Manager improves workflow, ensures compliance, mitigates risk and reduces costs. 360 degree dashboard visibility of mail status is provided, and record keeping management is simplified.

# Benefit from secure multi-tier reporting and savings

MailOne is the ideal solution for any business that mails or ships packages. MailOne's software solution is the perfect complement to any business that is looking to eliminate the use of error-prone spreadsheets, manual reporting and reduce shipping costs.



Learn more at www.fp-usa.com/mailone

#### Why FP?

Plugged into over 230,000 mailrooms worldwide, FP Mailing Solutions is the fastest growing mailing solutions company in the U.S.

**Real people.** – With over 1,100 employees, FP provides all of our customers with a dedicated customer service team located in the U.S.

**Simple processes.** – FP invests in research and development in order to continue to provide our customers with the simplest of solutions. FP is the leader in mailroom technology, being the first postage meter company to introduce a digital and USPS® IMI Compliant meter.

**Mailing solutions.** – With over 90 years of experience, and operations in over 40 countries, it's easy to see what makes FP Mailing Solutions the industry expert in mailroom solutions and technology.



Real. Simple. Mailing.

#### Learn more at www.fp-usa.com/mailone

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# MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Fire Chief Eric Copeland

Date: May 26, 2022

Subject: Authorization to award the bid from Rapid Roofing for replacement of the roof at 8869 Textile Road (Station #4) budgeted in line item: #217-901-000-976-005 for CAPITAL OUTLAY – FIRE STATION – FY 2022.

In service to the Township, I am requesting for the June 21, 2022 Township Board regular meeting to present the following item(s) for consideration.

1) Authorization to award the bid for roof replacement at fire station #4 located at 8869 Textile Road to Rapid Roofing Company, located in Ypsilanti Township, the low bid and has previously done work in the Township at the Ford Blvd. facility in 2015 and the Hewitt Road facility in 2018.

Below are the results from the May 11, 2022 bid opening:

•	Rapid Roofing of Ypsilanti Township,	\$22,853.12
٠	Renaissance Contracting & Roofing LLC, of Redford	\$24,700.00
•	Weatherseal Home Improvements, Inc. of Shelby Twp.,	\$24,740.00
•	Great Lakes Roofing Inc., of Troy	\$26,800.00

Thank you,

Fire Chief Eric Copeland



# **Restoring Your Peace-of-Mind...FAST!**

This proposal was prepared just for you:

Ypsilanti Fire Station #4 8869 Textile Rd Ypsilanti, MI 48198 734-368-6769 Chief Copeland ecopeland@ytown.org











This project has been specified in accordance with local building codes, industry standards and manufacturer specification requirements. All work will be installed by certified craftsmen to assure qualification for the long-term roofing warranty.

We at Rapid Roofing understand that for most people this may be your first experience with a major home improvement project. With that in mind, we want to offer you this list of "what to expect" during your home improvement project. We hope this will help to avoid any confusion or problems before, during and after we arrive to complete your project.

# **Scope of Work to be Performed:**

- REMOVE AND DISPOSE OF EXISTING DETERIORATED ROOF.
- FURNISH AND INSTALL GAF VENTILATION SYSTEM ON ALL PEAKS OF THE HOME.
- FURNISH AND INSTALL NEW GAF SYNTHETIC ROOFING UNDERLAYMENT ON ALL ROOF SURFACES WITH THE EXCEPTION OF THE LOCATIONS TO RECEIVE ICE AND WATER SHIELD.
- FURNISH AND INSTALL GAF WEATHERWATCH ICE & WATER SHIELD FIRST 6 FT. AT EAVES.
- FURNISH AND INSTALL GAF WEATHERWATCH ICE & WATER SHIELD AROUND ALL
   PROTRUSIONS AND SIDE WALLS.
- INSTALL NEW PREMIUM 11/2" DRIP AND RAKE EDGE FLASHING.
- SIDEWALL FLASHING FROM DELUXE ALUMINUM.
- FURNISH AND INSTALL DOUBLE LAYOR MANUFACTURER WARRANTED ARCHITECTURAL SHINGLE ROOF SYSTEM BY GAF.

# **General Specifications:**

At the end of each day, the working area will be made watertight to protect the building from *normal* weather conditions.

The work area will be cleaned of all roofing debris during and broom cleaned after job completion.

The work area will be magnetically swept to pick-up any left over nails after job completion. All gutters pertaining to the work area will be cleaned of all debris after job completion.

All work performed by Rapid Roofing will be in accordance with manufacturer's recommendations and guidelines set by the National Roofing Contractors Association (NRCA) and the local building codes.

# **Deteriorated Roof Removal:**

Rapid Roofing will remove and dispose of the existing layers of deteriorated roof material, down to the existing roof deck.

# **Deck Preparation:**

The roof deck is the structural surface over which the roofing materials are applied. The roof deck should be a smooth, solid surface, which will permit the panels to be securely fastened. The roof deck should be at least 1/2" thick plywood or nominal 1" thick wood deck, not more than 6" wide. The deck must be strong enough to:

- Support the roofing materials and our workers.
- Safely resist impact loads.
- Hold uniform loads, such as heavy snow.
- Provide resistance to wind force.
- Anchor the nails.

# If you apply a roof over a deck surface that is unacceptable to the manufacturer, and damage results, the warranty may not be honored. The manufacturer will not take the responsibility for:

- Poor deck design that causes damage to the roofing system or other parts of the house.
- Defects or damage caused by the materials used as a roofing base, over which the metal roofing is applied.
- Damage to the roofing material caused by settlement, distortion, failure, or cracking of the roof deck.
- Defects, damage or failure caused by the application of the metal roofing not in strict adherence within written instructions of the manufacturer.
- Application over wood that is not dry or which has hard projections, such as partially driven nails, which can cause damage to the roofing material or underlayment applied above.
- 1. Inspect entire roof deck before the installation of the new roofing, re-nail protruding roof nails and clean the roof deck to allow for a smooth surface for the installation of the new metal roof panels.
- 2. Any replacement of rotted or damaged decking, framing or finishing lumber charged at: \$85.00 per sheet of plywood and \$5.00 per lineal ft. of 1x6.
- 3. Labor will be charged at a rate of \$95 per man hour plus materials on areas that have not been specified.

Rapid Roofing will notify the customer prior to proceeding with the above additional work.

# New plywood deck areas:

Not applicable

# Perimeter Edge Flashing (Drip Edge):

#### Eave Drip Edge Flashing:

Install new aluminum drip edge on all eave edges **<u>beneath underlayment</u>** to facilitate water run off into gutters or away from house.

#### Rake Drip Edge Flashing:

Install new aluminum drip edge on all rake edges on top of underlayment to protect against wind driven rain.

#### Areas Ice & Water Shield is to be installed:

Install (36") of GAF WeatherWatch ice and water shield around all roof penetrations including chimneys and vent pipes.

#### Additional areas Ice & Water Shield is to be installed:

For an asphalt shingle roof system 9' will also be installed at the eaves as well as 18" along the rake edge.

**NOTE**: For an asphalt shingle roof system, GAF Weather Watch ice shield to be installed by qualified mechanics for manufacturers extended Golden Pledge Warranty.

## Ice & Water Shield:

Ice & Water Shield: Ice & Water Shield offers leak protection for sloped roofs due to ice dams and wind-driven rain. It is applied to the roof deck prior to the application of the finished roof covering. The membrane goes under shingles and seals around nails that hold the shingles in place, so water that doesn't drain properly cannot penetrate the roof. It also creates a weather-tight barrier against winddriven rains that cause shingles to lift and leak.



- GAF Ice & Water Shield is warranted to remain effective during the warranted lifetime of a new asphalt shingle system applied over it.
- *Ice & Water Shield* is a long lasting, waterproofing shingle underlayment designed to seal the roof and prevent water from getting inside the building.
- *Ice & Water Shield* protects your building from water backup caused by ice dams & wind-driven rain.

# **Underlayment:**

Underlayment shall consist of (1) layer of GAF Synthetic roofing underlayment secured to the roof deck.

**Roofing underlayment** is available in several grades and composition. Typical underlayment is commonly known as #15 or #30 felt. This name no longer reflects the product's weight. These underlayments are water resistant to some degree, depending on the percentage of asphalt that has been absorbed into the felt or fiberglass mat. The best underlayments adhere to ASTM standards. ASTM D2869 for #15 underlayment and ASTM D226 for #30 underlayment. The installation of standard underlayment is required by most shingle manufacturers and recommended by all. Shingle underlayment is required by Underwriters Laboratories (UL) for a Class A fire rating. The roofing industry is rapidly changing to synthetic underlayments, because they consistently out-perform & out-test conventional roofing underlayments.

#### **Benefits of GAF Synthetic Underlayment:**

- Lays flat and is extremely resistant to wrinkling
- Reduces the likelihood of slipping for increased safety
- Won't tear away from fasteners when walked on or in strong winds
- Can be left exposed for long periods of time
- High-tech, high performance roofing underlayment

## **Roof Installation:**

Furnish and install a GAF roof system as <u>per manufacturers specifications and in</u> accordance with the selected material and warranty guidelines.

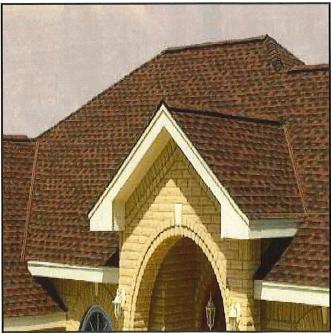
- Rapid Roofing will install a GAF roof system per manufacturers specifications.
- All shingles to be sealed at the perimeter then sealed to the drip and rake flashings GAF starter strip.

## Valley Installation: N/A

Furnish and install 3 layers of new Ice and Water shield within all valleys after installation of new Ice and Watershield and custom fabricated W Style Aluminum Valley will be installed. This will prevent premature failure and insure that the new valleys will be permanently sealed.

# Fasteners for Roofing Application:

- Nailing of shingles vary, Rapid Roofing installs all shingles with 1 1/2" hot dipped galvanized nails (6 per shingle).
- Fastener must be placed correctly in every shingle, penetrate thru plywood roof deck by a minimum of an 1/8" and a minimum 3/4" into solid wood deck.
- It is Rapid Roofing policy not to staple shingles ever.





# Ventilation:

As required by building codes and The National Roofing Contractors Association (NRCA) your

roofing system will require the following ventilation:

All insulated attic spaces shall be ventilated with openings to the exterior of not less than <u>1 square foot</u> (*minimum*) of ventilation for every 300 square feet of attic floor space. This must be balanced equally between the soffit and the ridge of your home.

• All ventilation shall be designed to prevent the entry of rain and snow and insects.

• Furnish and install GAF Snow Country Ventilation System on all peaks of the home.

Good ventilation creates a cooler attic in the summer and a drier attic in the winter and it helps prevent ice dams. In a home with poor ventilation the heat in the attic may eventually reach 140 degrees on a 90-degree day. Also, an <u>overheated attic, combined with moisture, can be damaging to the roof decking and roofing</u> <u>material</u>. In the winter, the moist warm air from the lower portions of your home rise through the ceiling area into the attic. In the <u>cold attic the warm moist air condenses</u> on the cold surface of the rafters, the nails and other metal, and the attic side of the roof deck.

#### This moisture can create several problems:

- The <u>condensation can swell the roof deck</u>, causing waviness and buckling of the roof deck and possibly the roofing material.
- This high level of condensing moisture may also promote a perfect mold-breeding environment which leads to replacing the affected roof decking and correcting the ventilation problem.
- The water can rot the roof deck and decrease nail or screw-holding capability.
- Severe condensation can <u>drip onto the insulation, reducing its effectiveness</u> and seep through the ceiling.
- Ice dams develop when warm air finds its way into the attic and gets trapped along the underside of the roof deck. The warm air then melts the snow above it and water runs down the slope towards the eaves. As the water trickles past the lower and unheated sections of the roof near the eaves, it freezes. This wall of ice continues to build forming an even-larger ice dam. The pond of water continues to get deeper and deeper until it backs up under the shingles, causing leaks and perhaps damage to the roofing material and the roof deck. When the water gets below the deck, it can leak through the ceiling to cause all kinds of unsightly damage and even structural weakening to your home.

Good ventilation will move the hot air next to the roof deck out of the attic in the summer, and will dilute and remove the moist air in the winter before it causes damage. Also, proper ventilation and sufficient insulation helps keep a more uniform temperature on the underside of the roof deck in the winter, which eliminates ice dam formations.

## IMPROPER VENTILATION WILL VOID MANUFACTURERS WARRANTY!

## Flashings: (if applicable)

- Step Flashings against Vertical Side Walls: remove the existing step flashing at all side wall areas of the home, furnish and install new GAF Weather Watch and new step flashing at all side wall intersections.
- <u>Chimney Flashings:</u> remove existing step flashings around perimeter of all applicable chimneys. Apply GAF Ice & Water Shield new step flashing counter flashing around entire perimeter of chimney base.
- Plumbing Vent Flashings if applicable) replace all plumbing vent flashings with new lead flashing which will be custom fabricated for your roof system.



## Permits: (if applicable)

All applicable permits & inspection fees pertaining to job will be applied for & obtained by Rapid Roofing for the scope of work being performed in their respective township, city or village. Permits for roofing projects are a requirement in certain townships or municipalities by local building codes.

# **Non-Standard Items:**

Not applicable

# Low Sloped Roof Areas:

Clean, prep and repair all areas on existing epdm. Existing roof has plenty of life left in it however this period will be determined by proper maintenance. With proper maintenance this roof should have at least 5 years of life left maybe more with annual inspection and maintenance.

## TWENTY-FIVE YEAR WORKMANSHIP WARRANTY BACKED BY GAF MATERIALS CORPERATION!

#### Long Term Warranty:

Rapid Roofing is a Professional Roofing Contractor certified by GAF as a MasterElite Contractor # (ME04316). Rapid Roofing proposes to furnish and install labor and material in accordance with the above specifications in order to qualify for the Manufacturers Long Term Warranty. <u>A Certificate of Warranty for materials must be</u> <u>prepared & mailed to manufacturer upon completion of the roof.</u> <u>A warranty will be provided to you for the term specified by the</u> <u>material chosen.</u>



# **ROOFING INVESTMENT**

Entire Station excludes low slope roof

### BEST

<b>GAF TIMBERLINE</b> Natural Shadow	
<ul> <li>Lifetime Limited Transferable Warranty</li> </ul>	
50-yr Non-Prorated System Plus Warranty Protection	
<ul> <li>Two-piece laminated shingle construction</li> </ul>	
<ul> <li>Fiber Glass composition</li> </ul>	
15yr. Algae-Resistant warranty	
<ul> <li>UL Class A Fire Resistance</li> </ul>	<b>\$24,998.12</b>
Wind Warranty up to 130 mph	
<ul> <li>ASTM D3161 (Self Sealing)</li> </ul>	Accepted Rejected
<ul> <li>ASTM D3462 (Tear Strength)</li> </ul>	

<b>OPTIONS &amp; ACCESSORIES</b>		INVESTMENT
GAF TIMBERLINE Natural Shadow 50-yr Non-Prorated System Plus Warranty Protection		\$22,853.12
Prevailing wage premium		\$ 1,000.00
Clean, inspect and maintenance existing EPDM roof		\$ 1,145.00
Bond rate is > 3% project however project is under \$25,000.00		\$ 0.00
	Total	\$
1	Deposit	<b>\$</b>
Balance due upon completion	Balance	\$
YOU, THE OWNER MAY CANCEL THIS TRANS	ACTION AT A	NY TIME PRIOR TO MIDNIGHT OI

THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION CLAUSE BELOW FOR AN EXPLANATION OF THIS RIGHT.

**ACCEPTED AND AGREED**: The prices, specifications and conditions contained herein this Agreement are satisfactory and hereby accepted. You are authorized to perform the work as specified. **(MUST BE SIGNED BY ALL OWNERS)** 

OWNER:\_\_\_\_\_

DATE:

Michael L. Beaty

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

#### NOTICE OF CANCELLATION

The Owner and Company have the option to renegotiate or cancel this Agreement at any time for any reason within three (3) business days from the date of this Agreement. If the Agreement is cancelled within this time, any deposits will be returned to you without penalty following receipt by the Company of the Cancellation Notice. If the Agreement is breached thereafter without consent of the Company, liquidated damages of 20% of the cash price of the Work, plus a proportionate share of all Work already performed will be due the Company. To cancel this Agreement, mail or deliver a signed and dated copy of this Cancellation Notice or other written notice to the Company at its address noted on this Agreement no later than midnight of the third business day from the date of this Agreement.

I hereby Cancel		
X	(signature)	
		(Printed name)
Date		
x	(signature)	
		(Printed name)



#### **Inspection Photos**

Steep slope



Counter flashing not cut into brick, manufacturer requires reglet (cut into brick)



Steep slope

Open gutter should be capped to prevent large volume of water rushing behind flashing.



No counter flashing installed. New counter flashing installed with reglet



No counter flashing installed. New counter flashing installed with reglet

Steep slope



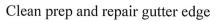
#### **Inspection Photos**







Clean prep and repair gutter edge





Clean prep and repair gutter edge

Inspect all seams repair as needed.



#### Human Resource Department

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0065 Fax: (734) 484-5160 ytown.org

# MEMORANDUM

- TO: Charter Township of Ypsilanti Board of Trustees
- **FROM:** Karen Wallin, Human Resource Manager Brenda Stumbo, Township Supervisor
- **DATE:** June 2, 2022

JIMMIE WILSON JR.

#### **RE:** Extension and Adjustment to Fire Chief Copeland's employment contract

After discussions between Supervisor Stumbo and Fire Chief Copeland, Chief Copeland has agreed to delay his retirement and assist with a number of items facing the Fire Department including fire truck purchases, filling of five vacant fire fighters positions, and assist with the process of hiring a new Fire Chief.

In recognition of Chief Copeland being willing to delay his retirement, we would like to offer Chief Copeland an additional 3 weeks PTO time for 2022 and 2023, and a wage increase of \$500.00 per pay period to help with the challenges and transition to a new Fire Chief.

Management is working with Firefighter Local 1830 preparing a joint agreement to present to Civil Service Commission regarding filling the several fire fighter vacancies. Acting quickly is important as we did not anticipate this many vacancies and are currently in the entry-level application process.

We greatly appreciate Chief Copeland's service to our community and his willingness to stay during these challenging times at the Fire Department.

Your consideration in this matter is appreciated.



#### Human Resource Department

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0065 Fax: (734) 484-5160 ytown.org

# **MEMORANDUM**

- **TO:** Charter Township of Ypsilanti Board of Trustees
- FROM: Karen Wallin, Human Resource Manager
- **DATE:** June 2, 2022

JIMMIE WILSON JR.

RE: Letter of Agreement with AFSCME 14-B District Court for 2022 wage increase of 2.75%

Township and 14-B Court Management are in the process of beginning negotiations with the AFSCME 14-B District Court employees. As this union group is the only group that hasn't received a wage increase for 2022, the attached "Letter of Agreement" was presented to the union for approval. The 2.75% increase is the same increase given to all other employee groups for the year 2022.

Upon approval by the Township Board of Trustees, a budget amendment will be prepared and brought to the June 21, 2022 meeting to cover the lump sum payments and the base wage increase for the remainder of 2022.

Your consideration in this matter is appreciated.

#### LETTER OF AGREEMENT (Wages for 2022)

This Letter of Agreement is entered into between the Charter Township of Ypsilanti and the Ypsilanti Township 14-B District Court AFSCME Local 3451.

It is agreed that the Charter Township of Ypsilanti and Ypsilanti Township 14-B District Court AFSCME Local 3451 are in the process of scheduling dates for negotiations, and that negotiations have been delayed for a number of unforeseen circumstances, that the following be mutually agreed to:

An across the board wage increase of 2.75% for all steps and classifications retroactive to January 1, 2022 (Lump Sum payment to cover time period of January 1 - May 29, 2022). As of May 30, 2022 the 2.75% increase will be added directly to base wages for the remainder of 2022.

CHARTER TOWNSHIP OF YPSILANTI 14-B District Court

Erane Washington, Judge

elson, Court Administrator Mark V

<u> (-3-22</u> Date

6- 3-2022

14-B District Court AFSCME, Local 3451

nette Gontarski

inifer Royal

arScene Walls

our for motte

Jeannette DiFlorio, Council Representative

<u>(l-1-22</u> Date <u>Date</u>

Date <u>10.1.33</u> Date <u>6-1-22</u>



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0065 Fax: (734) 484-5160 ytown.org

# **MEMORANDUM**

- **TO:** Charter Township of Ypsilanti Board of Trustees
- FROM: Karen Wallin, Human Resource Manager
- **DATE:** June 2, 2022

JIMMIE WILSON JR.

#### **RE:** Confirmation of hiring William Turner as the new Golf Course Superintendent

As the Board has been made aware, Tim Smith retired as Golf Course Superintendent effective May 27, 2022. The position was posted on May 24<sup>th</sup> on MLive, the MIGCSA site and on all Township social media sites. Interviews took place on Tuesday, May 31, 2022 and were conducted by Supervisor Stumbo, Residential Services Director, Mike Hoffmeister and Director of Golf Operations, Kirk Sherwood. Following the interview process, an offer of employment was made to William (Will) Turner with an annually salary of \$70,000 and a complete benefit package.

Will began his golf ground maintenance career back in 2008 working at Pheasant Run Golf Course in Canton. He also worked for the University of Michigan Golf Course and most recent Eagle Crest Golf Course. Will has a Bachelor of Science in Interdisciplinary Geoscience and has state certifications 3A, 3B and #6 from the Michigan Department of Agriculture.

I would recommend that the Township Board of Trustees confirm the hiring of William Turner as our new Golf Course Superintendent.

Your consideration in this matter is appreciated.



# **MEMORANDUM**

- To: Charter Township of Ypsilanti Board of Trustees
- From: Brenda Stumbo, Township Supervisor

Date: May 27, 2022

RE: Request to authorize the agreement with the Washtenaw County Road Commission (WCRC) for the instillation of 7 (seven) speed bumps on Nash Avenue for \$60,816.50 budgeted in account 101.446-982.000

Attached is an agreement with the Washtenaw County Road Commission for the installation of seven traffic-calming devices, markings and signs on Nash Street for \$60,816.50, contingent upon budget amendment.

On April 22, 2022 the WCRC received and submitted to the Township petition signatures from residents of Grand Boulevard. Per WCRC rules, property owners of at least 51% must sign petitions before moving forward. On May 25, 2022 Deputy Assessor Brian McCleery confirmed 42 signatures out of 79 parcels on the street to meet the 53.16% approval needed.

On May 26, 2022, the WCRC sent the final estimate and proposed agreement. Attached is the proposed contract, map and estimate.

Thank you for your consideration.

CC: Doug Winters, Attorney Lisa Stanfield, Deputy Township Clerk Brian McCleery, Deputy Assessor

#### AGREEMENT BETWEEN CHARTER TOWNSHIP OF YPSILANTI AND THE WASHTENAW COUNTY ROAD COMMISSION

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install seven (7) speed humps on Nash Avenue between Tyler Road and State Street (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare documents for the Project; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$60,816.50.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

#### AGREEMENT SUMMARY

Estimated Cost

Installation of six speed humps on Nash Ave between Tyler Road and State Street

\$60,816.50

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Heather Jarrell Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

Barbara R. Fuller, Chair

Sheryl Soderholm Siddall, Managing Director

#### PRELIMINARY ENGINEER'S ESTIMATE

Project:Speed Hump InstallationLocation:Nash Ave (South), Ypsilanti TwpDate:08/24/2021



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	7	EA	\$5,150.00	\$36,050.00	Contractor Install
	PVMT MKGS INSTALLATION	7	EA	\$1,100.00	\$7,700.00	Contractor Install
	TRAFFIC SIGNS		EA	\$310.00	\$4,960.00	WCRC Install
				SUBTOTAL	\$48,710.00	
				CE/INCID 15%	\$7,306.50	Eng./Inspect. Costs
				CONST EST	\$56,016.50	
	TRAFFIC CONTROL		LS		\$4,800.00	Contractor Cost
				PROJECT TOTAL:	\$60,816.50	



# **CHARTER TOWNSHIP OF YPSILANTI**

## **INFORMATION SERVICES**

Computer Support • Web Content Management • Communications Services

То:	Township Board
From:	Travis McDugald, IS Manager
Re:	Request to accept the proposal from Comcast for SIP Trunk service.
Date:	May 31, 2022

On May 25<sup>th</sup> 2022 the Township received a letter from its current phone service provider that "Copper services are being retired by the AT&T and we are no longer able to provide services via the copper T-1 at your location"

This service connects our internal phone system (PBX) to the public switched telephone network (PSTN). Any inbound or outbound calls go through the PSTN. A simple way to look at is the cable that connects the line outside your house to the telephone pole.

Upon learning of this change I reached out to three service providers that I felt could provide reliable service. The cost analysis is in the table below.

Vendor	Term	<b>Estimated Monthly</b>	<b>Reliability Opinion</b>
Comcast	24 Month	\$530	1st
ACD	60 Month	\$490	2nd
ClearRate	12 Month	\$225	3rd

The Reliability Opinion is the order of which in my opinion would provide the best call quality and reliability. This opinion is subjective based on various considerations some include guaranteed Quality of Service (QoS) and peer reviews.

Comcast would bring in a dedicated fiber optic line only for phone calls. It includes 25 calling paths along with 5000 Long distance minutes.

ACD would use out current fiber internet connection with 12 call paths and 2000 long distance minutes.

ClearRate would utilize our existing Internet connections with 15 call paths and unlimited long distance.

Local calling is included in all options.

This change will require some internal changes to our phone system. The goal would be to keep downtime to a minimal and staff should not notice any negative impact on call quality. The only service that may have a negative impact is inbound faxing, which currently has limited use.

The Township currently has a little over 800 phone numbers, which will need to be ported over to the new service provider. This change can take 30 days to complete.

I respectfully request the Township Board approval the proposal from Comcast for SIP Trunk phone service and approve the signing of any necessary agreement pending attorney review.

Thank you for your consideration.

Travis McDugald IS Manager, Charter Township of Ypsilanti 2600 W. Big Beaver Rd. Suite 450 Troy, Michigan 48084 P: 877.877.4799 F: 877.877.5225 clearrate.com



Service and speed is in our fiber.

DATE: 5/25/2022 RE: Discontinuation of T-1 Services - AT&T Copper retirement

TO: Charter Township of Ypsilanti ACCOUNT: 4850408

Dear Valued Customer,

This letter is to inform you that Copper services are being retired by the AT&T and we are no longer able to provide services via the copper T-1 at your location.

We are providing the following options to you:

*Option 1: Deliver the existing voice service over your current internet connection aka BYOB(bring your own bandwidth) i.e. Comcast, Spectrum, etc.* 

*Option 2: Deliver the service over another type of connection that we can provide dependent on availability* 

Option 3: Request a disconnection of the service and terminate prior to June 30th

*Option 4: Customer takes no action and the T-1 remains active, the account will be subject to Month to Month rates for the circuit* 

Please let us know which option you would like to proceed with and we are happy to provide you with pricing or the details on how to proceed. In the event we do not get a response your rates will be increased to month to month rates in the month of July.

We appreciate your understanding and are asking that you let us know your decision by June 15, 2022 to allow us to proceed accordingly.

Thank you,

Zac Matthews Clear Rate Business Support



Ypsilanti MI SIP proposal

# SERVICES PROPOSAL SIP-new 24 month

Product	Current	Pr	oposed
SIP trunk service w 25 call paths	\$-	\$	343.00
860 DID's	\$-	\$	172.00
Equipment fee	\$-	\$	14.95
ENS network stays as is, we will allocate a separate 100mb for SIP service new port on current ciena			
	\$-	\$	-
	\$-	\$	-
0 TOTAL MONTHLY COST	\$ -	\$	529.95
	MONTHLY INCREASE	\$	529.95
ONE TI	ME INSTALL CHARGE	\$	500.00
Existing services			
Durch ad			

Product	MRC
Current ENS will stay as is	\$-

		Bill To: 93140	Install Location: 93140					Service Agre	ement
1800 Lans	nced Communications & Data N Grand River Ave ing MI 48906 IACD.net	CHARTER TOWNSHIP OF YPSILANTI-ACCOUNTS MR. TRAVIS McDugald 7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197 Tel: 734-484-4700 Email:tmcdugald@ytown.org	CHARTER TOWNSHIP OF YPSILA MR. TRAVIS McDugald 7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197 Tel: 734-484-4700 Email:tmcdugald@ytown.org	NTI-A	Prepa	Page: ared Date: apared by:	ate: 6/1/2022		
Qty	Product/Service					Term Months	Price Each	One Time Charges	Recurring Monthly
1	Business Class Internet: 24x7	x365 Support, Monitoring, and Traffic Graphing				60			
10	Digital Talaphana Lina (ValD S	SIP Channel), Unlimited Local & 48-State Long Distance	20	70	40	60	\$19.95		¢020 40
_	20 DID's, Direct Inward Dial nu	, -	;e	79 25	40	60	\$19.95 \$5.00		\$239.40
	911 Database. Per registered			5	2	60	\$1.00		\$140.00
-									
-									
	, C0-100%, C4-0, C5-0, C6-0, (	C7-0, C8-0,C9-0 REV: 22.02					Totals:		\$579.40
-		and accepts this order for service, subject to the Te	rms and Conditions contained on	Pages	2-4 he	rein:			φ <b>J1</b> 9.40

			Bill To: 93140	Install Location: 93140					Service Agre	ement
Vertice       Months       Each       Charges       Monthly         1       Business Class Internet: 24x7x365 Support, Monitoring, and Traffic Graphing       6       60       80       60       \$10.0       \$10.0	1800 Lans	N Grand River Ave ing MI 48906	CHARTER TOWNSHIP OF YPSILANTI-ACCOUNT MR. TRAVIS McDugald 7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197 Tel: 734-484-4700	MR. TRAVIS McDugald 7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197 Tel: 734-484-4700	Prepared Date: 6/1/2022 Prepared by: Tim Wilson Valid for 30 days from abov				on rom above.	
Image: Constraint of the state of	Qty	Product/Service								
40       20 DID's, Direct Inward Dial numbers       25       10       60       \$5.00       \$20.00         140       911 Database. Per registered number.       5       2       60       \$3.00       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       \$30.00       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       \$30.00       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       \$30.00       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       50.0       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       50.0       \$30.00       \$30.00         10       10.0	1	Business Class Internet: 24x7;	x365 Support, Monitoring, and Traffic Graphing				60			
40       20 DID's, Direct Inward Dial numbers       25       10       60       \$5.00       \$20.00         140       911 Database. Per registered number.       5       2       60       \$3.00       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       \$30.00       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       \$30.00       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       \$30.00       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       50.0       \$30.00       \$30.00         1       2000Min Shared 48-State Long Distance Minutes       60       60       50.0       \$30.00       \$30.00         10       10.0										
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1       2000Min Shared 48-State Long Distance Minutes       69       60       \$30.00       Image: State Long Distance Minutes       Image: State Long Distance Mi										
Image: Control of the second secon										
	-							Totals:		\$490.00

- 1. Rates: Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes and/or fees. All such taxes and fees shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides Advanced Communication and Date (herein refered to as ACD) with an appropriate exemption certificate. If any amounts paid for the Services are refunded by ACD, applicable taxes may not be refundable.
- Performance & Limitations: Please visit www.ACD.net/sla.cfm for a copy of our Service Level Agreement (SLA) for uptime guarantee. For Interruptions resulting from Internet traffic, customer hardware
  or software, or individual websites or services outside the control of ACD are not counted in the availability percentage provided in SLA. ACD guarantees all stated performance criteria to the Primary
  Network Access Point (NAP), and other peering points ACD peers with.
- 3. Bandwidth, Excessive Use of, and Burstable Charges: Excessive bandwidth is Internet usage on a non-Enterprise level connection that exceeds a reasonable level for the service purchased, determined by ACD, at its sole discretion. ACD will notify a customer of the excessive usage and may, at its sole discretion, suspend service, rate limit customers bandwidth, require additional fees, or terminate customers service. Enterprise Services or collocation services with burstable or metered bandwidth usage (burstable) is billed above the contracted commit on a Mbit scale normalized on the 95th percentile billing standard at ACD standard rates.
- 4. IP Addresses: ACD will provide a reasonable amount of IP addresses to the customer (may require additional charge). Customer must adhere to the ARIN.NET swip templates and IP block assignment guidelines. IP address blocks that are not in use may be reclaimed or readjusted by ACD to conform to IP address assignment guidelines.
- 5. Installation, Setup & Support: Installation is to the DMARC at the address listed on the first page of this agreement. Any extension(s) from the DMARC beyond basic installation, at ACD's sole descretion, is the Customer's responsibility and if provided by ACD is at additional cost. Setup of workstations/servers is not included in the installation of service, unless otherwise specified. ACD will provide basic support related to monitoring, IP addressing, DNS and other ACD related services. Missed appointment by customer where ACD requires access to internal wiring are subject to a \$50.00 truck roll fee.
- 6. ACD Owned Equipment: Equipment installed by ACD but not sold to or sold under a lease-to-own arrangement to customer (including, but not limited to: routers, switches, wires, racks, modems, wires, panels, phones, etc.) is and shall remain the property of ACD, regardless of where it is installed within the customers location(s), and shall not be considered a fixture or an addition to the premise or land where it is installed. Customer will not make any alterations, disconnect, remove, attempt to repair, or otherwise tamper with, or expose the Equipment to any claim, lien, encumbrance, or legal process without ACD's prior written consent. Customer is responsible for damage to, or loss of, ACD Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of ACD. Following termination of service, ACD retains ownership to the Equipment, and its right to remove Equipment from the customers premise.
- 7. Common Carrier: ACD and Customer agree that ACD is solely acting as a common carrier in its capacity of providing services hereunder, is not a publisher of any material or information and does not block, filter or screen information passing through it's network or sites on the Internet as a whole or in part and has no obligation to monitor internet content.
- 8. Normal Operations: Customer understands and agrees that occasional temporary interruptions of any Internet Services may occur as normal events in the providing of Internet Services. ACD agrees to exercise reasonable care to prevent such occurrences; however, under no circumstances will ACD be held liable for any financial or other damages due to such interruptions. In no event shall ACD be liable to the Customer or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, loss of income or cost of replacement services.
- 9. Copper Loop or DSL Orders: Due to digital subscriber line (DSL, EFM, and/or UltraSpeed) technology, the maximum Internet access speed deliverable to customer at the Premises cannot be finally determined until the time of installation. In the event the ordered service speed is over 30% less of the loop synchronization speed than the speed that was ordered within the contract, within 90-days of service start date, you may request a service plan DSL service speed at the applicable lower rate, upgrade service with additional loops where possible, or cancel service without penalty. Loop synchronization speed is measured on ACD's equipment and is the sum of the loop synchronization speed of the loop or loops that comprise of the connection.
- 10. Term, Expiration and Renewal of Contract: Contract term begins upon acceptance of service. At the end of the initial contracted term, services and/or rentals of equipment are automatically renewed as a month to month contract at the price of the original term of the contract, unless either party is notified. Any subsequent renewal will be processed on the 1st of the month following receipt by ACD. Any equipment sold under a lease-to-own arrangement becomes property of the customer upon payment of the lease-to-own amount under the term of the agreement.
- 11. Acceptance, Installation & Porting: Upon notification that a Service is available, customer may test the Service to determine if the Service is operating in accordance to the agreement. If Customer provides ACD with written notice that a service is in material non-compliance with the applicable agreement/ specifications within three (3) business days after ACD notifies Customer that the Service is available, then ACD will promptly take such reasonable action as necessary to correct any such non-compliance in the Service and shall, upon correction, notify customer of a new start date of service. If customer does not deliver a non-compliance notice with the three (3) business day period, Customer shall be deemed to have accepted Service, and the billing will commence on the Start of Service Date. Porting of numbers must be scheduled by customer within seven (7) business days after service is installed and confirmed working. If port is not scheduled or customer delays porting for any reason, ACD will begin billing as of date of installation for all services.

#### Advanced Communication and Data Terms and Conditions

12. Charges & Payment: Recurring charges will be invoiced monthly and delivered electronically via email and/or via https://myaccount.ACD.net. A pro-rated portion of the first month's service will be included on the first invoice plus the next month's service in advance. Printed and mailed paper invoices will incur a fee of \$2.00 per. Payment is due within 25 days of the invoice date. Balances that remain unpaid after the due date are subject to a late fee of 1.5% per month (18% per annum), or the maximum rate permitted by law. Returned payments are subject to a \$25.00 fee. Accounts that remain unpaid after sixty (60) days after date of invoice(s) may (at ACD's sole discretion) have services interrupted, terminated, and/or any new projects and/or change orders delayed. Interruption, Termination or delay does not relieve Customer of the obligation to pay the monthly charges and/or early termination fees. All billing disputes must be made in writing no later than thirty (30) days after the date of invoice or a charge against your credit/debit card. Customer may withhold payment on the disputed amounts on an invoice provided that; 1.) the customer provides a written statement of the disputed charges to ACD in reasonable detail within thirty (30) days of invoice; 2.) pays the undisputed portion of the invoice; and 3) negotiates in good faith with ACD for resolving such dispute in a timely manner.

- 13. Credit Approval: Installation and Delivery of any and all services are subject to the continuing approval of Customer's creditworthiness.
- 14. Termination of Service: Services may be canceled or terminated by customer only by a 30 day advance written notice. If the Service(s) are cancelled or terminated prior to the end of the service term for any reason, including non-payment, then Customer shall pay all charges incurred plus an Early Termination Fee equal to: a) 75% of the base monthly service charges for each of the remaining months in the selected agreement term; b) any and all fees ACD incurs in connection with cancellation of the Services; c) 100% of the remaining term payments for equipment that ACD provides under a lease-to-own arrangement; d) the retail price for any non-returned ACD equipment. A number transfer or "Port Order" does not constitute written notice. Any services affected by a "Port Order" will be terminated and ACD will select the most appropriate billing plan for any remaining numbers and/or services on your account, and you will continue to be responsible for all the charges and fees associated with the remaining services. including any charges incurred plus any early termination or cancellation fees applicable to the service(s) affected by the "Port Order."
- 15. Original Document: A scanned copy or a facsimile of this Agreement and the signatures thereon are deemed to be originals by both parties.
- 16. Termination prior to Installation: Should the Customer cancel or change the Services requested prior to the installation date, the Customer shall pay ACD all costs incurred by ACD to install the Services or in preparing to install the services that it otherwise would not have incurred.
- 17. Construction & Service Provisioning: The pricing stated herein is contingent on Service availability (as determined by ACD) and/or an Engineering Review. If the Service is to be furnished via facilities either built by ACD or acquired from a serving Local Exchange Carrier are/or become unavailable for use, or cost prohibitive to construct or replace, ACD may provision service over alternative facilities, present for customers agreement a "One Time Fee", or discontinue Service without liability or any further obligation. Customer will provide and/or obtain all required easements for ACD infrastructure & equipment installed on private property. Customer will mark any private underground utilities/facilities and will mark ACD infrastructure installed on private property. Any construction, restortation and/or repairs required on customer premises. or any requirements/certifications required for entering property. are the responsibility of and shall be paid for by the customer.
- 18. Acceptable Use: All services are governed by our Acceptable Use Policy available at http://www.ACD.net/acceptableuse.cfm and are included herein by reference.
- 19. Telephone Services: All Telephone/VoIP services are governed by our terms and conditions located at http://www.ACD.net/voip/termsandconditions.htm and are included herein by reference. ACD must be/remain your primary carrier for your telephone service for any bundled pricing to remain in effect.
- 20. Unlimited Calling Plan Restrictions (Local and Long Distance): Customer must subscribe to local access with ACD with Unlimited Local and/or Long Distance Calling on all lines at the customer's service location. Applies only to domestic direct-dialed calls. Toll-free calls, operator-assisted calls, and calling cards will incur additional charges. Calling plan covers live voice calls. Certain applications, which are at ACD's sole desertion, e.g., auto-dialing, broadcast FAX, modem to modem, long distance Internet or intranet access, call center and certain switching applications, or usage patterns that are inconsistent with normal business voice applications are not allowed. Excessive use or Customers not complying with the terms of the plan will be changed to a per-minute rated plan at ACD's sole discretion. Service not available in all areas.
- 21. E911 Services: ACD is subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to you and/or your company, as is the case with E911 service provided by ACD: may not 1.) function with the loss of electrical power to the telephone equipment or other equipment allowed to use their IP-based phones remotely; 4) will not function if the telephone equipment necessary to place calls is not correctly configured; 5) may not transmit the correct physical address for the E911 call due to incorrect information provided by you, use of a non-native telephone number or delays in loading/updating automatic number identification and location information to the E911 database; 6) may not be capable of being received and/or processed by an emergency call center do to the center's technical limitations; and 7) may be affected by other factors or force majeure events, such as quality of the broadband connection and network congestion. Your signature on this agreement will serve as your acknowledgement that ACD has advised you of these potential necessary to route E911 calls to the appropriate emergency call center; 2) may not function if the broadband connection is not operational; 3) will not function at a remote location or may transmit incorrect physical location information for the caller if users are limitations. ACD will also provide labels, at your request, to alert users to the limitation discussed above. The FCC has suggested that these labels be placed on or near the telephone and/or equipment associated with your service. The physical location which you provided to us prior to the initiation of service and at which our services are first installed shall be the registered location that will be provided to the emergency call center when you place a E911 call and will remain the registered location until ACD is notified in writing of any change.

- 22. Regulatory Requirements: If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including rates, surcharges or taxes, then this Agreement shall be deemed modified in such a way as is consistent with the form, intent or purpose of the ruling.
- 23. Limitation of Liability: NEITHER ACD NOR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES OR SUPPLIERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, (INCLUDING WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACD liability for all claims of any kind arising out of or related to this Agreement, whether based on contract, tort, including without limitation, strict liability and negligence, warranty or on any other legal or equitable principles shall be limited to strict money damages and shall not exceed in the aggregate, fees paid by Customer to ACD during the one (1) month period immediately preceding the event given rise to liability. ACD may disclose user information if required by a governmental agency, or by operation of law, or, if necessary, in any proceeding to establish rights or obligations under this Agreement.
- 24. Disclaimer of Warranties: Customer assumes total responsibility for use of the services and applicable equipment at its own risk. Customer recognized that ACD has no responsibility for the security of or loss of stored data, intrusion of unauthorized access, content accessible or action taken and ACD expressly disclaims any responsibility for such content or actions, except as specifically set forth herein. ACD MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY SERVICE OR EQUIPMENT PROVIDED HEREUNDER OR DESCRIBED HEREIN. OR AS TO ANY OTHER MATTER. ALL OF WHICH WARRANITES BY ACD ARE HEREBY EXCLUDED AND DISCLAIMED.
- 25. Force Majeure: ACD shall not be liable to Customer or any other person, firm or entity for any failure of performance under this Agreement if such failure is due to any cause or causes including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrences; any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority; national emergencies, insurrections, riots, wars; or strikes, lockouts, or work stoppages or other labor difficulties; ACD failures, shortages, breaches or delays.
- 26. Indemnity by Customer: Customer agrees to release, hold harmless, defend and indemnify ACD, its subsidiaries, officers, directors, employees and agents from any claims, demands, losses, causes of action, damages, costs and expenses, including attorney fees, and/or consequential damages, or any other liability arising out of or in any manner relating to: 1) Customer's breach of any of the terms of this Agreement; and 2) any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance hereof.
- 27. Hosted Phone Systems: Customer is responsible for all premise wiring Customer is reponsible for providing and configuring switch and routing hardware, unless otherwise contracted for with ACD. Customer is responsible for providing power and space for any ACD installed equipment as well as any battery backup system desired. Any training, adds moves and changes, beyond initial setup, are at additional cost.
- 28. Assignment: This Agreement shall not be assigned by the Customer without the prior written consent of ACD.
- 29. Severability: The unenforceability of any portion of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.
- 30. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, and that Ingham County shall be the proper venue, of any claim or controversy regarding this Agreement or its subject matter and the parties hereby consent to such jurisdiction and venue.
- 31. Connection Speed Overhead: Every Internet connection uses a number of different Internet protocols that will reduce the available measured bandwidth of your connection by as much as 20%. This includes the governing structure and design of the internet. Additional limitations may include limitations and overhead of end user cabling, infrastructure, hardware and/or configuration.
- 32. Sole Use: The services on this agreement are for Customer's sole use and may not be used for Multi-Tenant applications, resold, or shared without ACD's written permission.
- 33. Representation and Warranty: These Terms and Conditions supersede all previous representations, understandings or agreements for the Services & Goods on this order and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The individual, by signing, warrants and represents that he/she is an authorized representative of the above named individual or company, as such, may enter into contracts on behalf of the above named individual or company and that the company is duly organized, validly standing and in good standing order under applicable law.

# PROPOSAL

# Presented to:



By:



Bank of America Building 2600 W. Big Beaver Rd., Ste. 450 Troy, MI 48084

Zac Matthews zmatthews@clearrate.com 248-556-4518



# **SCOPE OF SERVICE**

**Company Name:** 

Charter Twp of Ypsilanti Service Installation Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197 Proposal Date: 5/26/2022 Agreement Term: 12 months Proposal Expiration:6/26/2022

### **Proposed Services**

Service Name	<u>Units</u>	<u>Local</u>	Long Distance	<u>Cost</u>	Install	Total Install	<u>Total</u>
Clear Connect SIP Trunk Pkg**Bring Your Own Bandwidth	1			\$225.00	\$99.00	\$99.00	\$225.00
DID Block - 100	8			\$0.00	\$0.00	\$0.00	\$0.00
SIP Trunks	15			\$0.00	\$0.00	\$0.00	\$0.00
Local Calls	15	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll	15		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
u-Fax Service	20			\$0.00	\$0.00	\$0.00	\$0.00
Inbound /Outound	1			\$0.00	\$0.00	\$0.00	\$0.00

#### Install Total Monthly Total

<u>\$99.00</u>

<u>\$225.00</u>

\*The Unlimited Calling Plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications but not limited to: telemarketing, mass marketing, auto dialer, mass faxing, or any other high usage application deemed excessive.

\*\* Clear Rate Communications can not guarantee the Quality of Service when SIP trunks are utilized over another provider's internet connection.

Initial:

www.clearrate.com

877.877.4899

bizsales@clearrate.com

Clear Rate Communications, Inc., 2600 W. Big Beaver Rd. Ste. 450, Troy, MI 48084

# **TERMS OF SERVICE**

Sign to begin receiving superior service from Clear Rate Communications!

Billing Info: Customer Name: Address: Tax ID:

This Business Service Order Agreement sets forth the terms and conditions under which Clear Rate Communications, Inc. and its operating affiliates ("Clear Rate") will provide the Services described in the attached proposal to Customer. This Agreement consists of this document, the standard Clear Rate Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Agreement. The Agreement shall terminate as set forth in the Terms and Conditions (https://www.clearrate.com/business-services-terms-conditions).

Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by both parties. All other attempts to modify the Agreement shall be void and non-binding on Clear Rate*Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.* 

Initial Term: This Agreement is effective and the parties' obligations commence upon the date of execution by Clear Rate ("Effective Date") and continues in effect for a period of 12 months ("Initial Term") from the earlier of the date any of the services are first utilized by Customer (as determined by Clear Rate's records), or the 180th day after the Effective Date, which date shall be deemed

" Start of Service Date."

Automatic Renewal and Termination: This Agreement renews automatically for successive twelve (12) month periods at the expiration of the Initial Term. Customer may cancel this Agreement or the twelve (12) month automatic renewal upon expiration of a term by providing written notice on Customer's company letterhead and signed by an officer of said company at least thirty (30) days prior to expiration of the then current term but not more than ninety (90) days prior to expiration of the then current term. If Customer cancels the automatic renewal provision, the term shall be converted to a month to month commitment. If on a month to month term, Customer understands and agrees that any promotional pricing provided under the previous term may increase to Clear Rate's regular price for the services being provided. If Customer is on a month to month term, the customer must provide at least thirty (30) days written notice on company letterhead, signed by an offer of said company, if it wishes to terminate this Agreement and all services being provided.

This Agreement shall be effective and binding upon full execution by both parties. In signing below the customer is certifying he or she has the authority to legally bind Customer to this Agreement. By signing this Agreement, Customer represents, warrants, and agrees to be bound by the terms within this document, any Amendments, the terms and conditions at https://www.clearrate.com/business-services-terms-conditions. By signing below the parties agree that this Agreement, which incorporates other terms by reference, is the complete agreement between the parties, and there are no other representations, warranties, terms, or conditions that govern the parties relationship, rights, and/or remedies.

<u>Company</u>	Clear Rate Communications
Signature	Signature
Print	Print
Title	Title
Date	Date

www.clearrate.com

877.877.4899

bizsales@clearrate.com

Clear Rate

Clear Rate Communications, Inc., 2600 W. Big Beaver Rd. Ste. 450, Troy, MI 48084



#### Who is Clear Rate Communications?

Clear Rate Communications is a full service Telecommunications, Cloud, and Managed Services provider with its corporate headquarters located in Troy, Michigan.

#### Who are some of Clear Rate's Business Customers?

Clear Rate serves many businesses in the Public & Private Sector. This includes Government, School Districts, Hospitals, Police and fire Departments, Colleges, Banks & Financial Institutions, Manufacturers, Hotels, and many other industries.

#### How long has Clear Rate been providing Voice, Internet and Data service?

Clear Rate has been in business since 2001, providing service to residential and business customers for over 16 years.

#### How can Clear Rate provide Voice, Internet, and Data service at a lower cost than the local phone company?

In some cases, Clear Rate will bypass the local phone company facilities completely. In other cases, Clear Rate will lease only one network element referred to as the "local loop" from the local phone company, which they are required to lease due to deregulation. All or most of the network elements are provided by Clear Rate via a fiber-optic network. This allows Clear Rate to provide extremely reliable service at very competitive rates.

#### Is Clear Rate just reselling Voice, Internet, and Data service like other providers do?

No. Clear Rate provides service using its own network, fiber equipment, routers, switching facilities, and equipment. Clear Rate is directly connected to the public telephone network, the 911 emergency systems, and major internet exchanges. Many companies will buy all Voice, Internet, and Data services wholesale and sell the service as their own which can lead to long repair and service change delays. **What makes Clear Rate service reliable?** 

The Fiber network, equipment, and back-up systems Clear Rate uses are compliant with FCC standards for back-up power and redundancy. Our network has redundant Generator and HVAC systems that are monitored 24/7, receive regularly scheduled physical inspection, and are proactive maintained to ensure continued operation even in extended power outages.

#### What are the main benefits of purchasing integrated Voice, Internet, and Data service?

Integrated Voice, Internet, and Data service provides reliable Business-Class service. Repair issues are uncommon, and when they do occur, they have a repair interval of 4 hours on average.

#### How long will it take to install our business service?

Standard installation is complete in 2-3 weeks after a signed agreement is received. We can schedule installation dates earlier or later than this to accommodate various customer needs.

#### Will I see a local phone technician or a Clear Rate Technician?

It depends on the solution. In many cases a local phone technician will install the local loop and a Clear Rate technician will install equipment and test your service prior to service turn-up.

#### Do I have to buy any special equipment?

No. Our equipment will work with virtually any phone system or customer-owned equipment.

#### Does Clear Rate provide any equipment?

Yes. Clear Rate will provide integrated access equipment and a power spike cube (a one-socket power strip to protect the Clear Rate equipment from power spikes).

#### Is there any downtime?

Yes. Downtime is typically less than 10 minutes on the day we transfer service. We conduct all work before the day of the service transfer, which minimizes downtime.

#### Can I transfer all of my existing phone numbers?

Yes, as well as add new telephone numbers.

#### If I select an unlimited calling plan, are there any calls I would be charged for?

Yes. There is a charge associated with International calling, Directory-Assistance calls and customer-owned toll-free calls (incoming). Your local and domestic long-distance in the lower 48 states are free.

#### Who do I call if there is a service issue?

Please contact Clear Rate Repair at 1-866-366-4665 for any repair issues.

#### Is electronic billing and reporting available?

Yes. You can sign-up at www.clearrate.com to view your account and service electronically. Additionally, you can pull call usage reports.

### www.clearrate.com

877.877.4899

bizsales@clearrate.com

Clear Rate Communications, Inc., 2600 W. Big Beaver Rd. Ste. 450, Troy, MI 48084

# **CHARTER TOWNSHIP OF YPSILANTI**

# **INFORMATION SERVICES**

Computer Support • Web Content Management • Communications Services

To:	Township Board
From:	Travis McDugald, IS Manager
Re:	Request to seek RFQ's for licensing, migrations, and training service for Office365.
Date:	May 31, 2022

In effort to stay modern and adaptive to change, I would like to recommend the Township to migrate several of its current software applications to the Microsoft Office365 platform.

The largest of these applications is email. For many years, the Township has used Zimbra as its email collaboration platform. While this system is still maintained, it does not receive as much support from 3<sup>rd</sup> party integrators. This lack of support has created some integration issues in the past.

Other systems include the use of Microsoft Teams to replace the current internal chat program. The current chat platform has not seen enhancements in years and has started to become a Cyber Security concern.

The Office365 suite include many services and applications, which will allow the Township to keep current with technology.

The migration would also update the current MS Office application to the most current versions. Giving us access to the latest features, and allow better collaboration with external agencies.

This migration is not an easy migration. I am looking to find vendor who has the experience and skillset to assist the Township in making this transition and smooth as possible. This RFQ would seek a vendor, which can provide assistance in preparing, designing, and implementing the migration. This vendor would provide necessary training options for staff along with assisting IT staff in managing the new systems.

With the change to Office365 it does put the Township email and another information in "the cloud" there are significate security concerns with that. To help address some of those the RFQ will seek vendor who can set the Township up as a GovCloud tenant. GovCloud has additional

security and intended just for government organizations. We will also be enforcing best practices security when it comes to multifactor access controls.

The Township has budgeted funds for this project and proposals shall be brought back to the Board for review and approval.

Thank you for your consideration.

Travis McDugald IS Manager, Charter Township of Ypsilanti

# Charter Township of Ypsilanti



# RFQ-2022-05-M365

Office 365 Migration Firm

#### Abstract

The Charter Township of Ypsilanti (Township) seeks to engage a qualified and experienced firm, team, company, or individual, hereafter referred to as "Consultant," to develop, migrate, and provide Office365 Licensing.

Charter Township of Ypsilanti rfp@ytown.org

Issue Date:	TBD
Mandatory Pre-Bid Meeting:	None
Pre-Bid Question Deadline:	TBD @ 3PM EDT
Pre-bid Question Deadline.	_
	Questions will be answered posted to Bidnet after
Did Deedlines	the deadline question deadline.
Bid Deadline:	TBD @ 3:00 PM EDT
	Vrailanti Taurahin Clarka Offica
	Ypsilanti Township - Clerks Office
	RFQ-2022-05-M365 7200 South Huron River Drive
	Ypsilanti, MI 48197
	Ride must be received by the deadline by postal
	Bids must be received by the deadline by postal
	services, drop into the "Drop Off" bin located at the Township Civic Center or submitted
	electronically through Bidnet. <u>http://ytown.link/mitn</u>
	electronically through blunet. <u>http://ytown.link/mith</u>
	Emailed submissions will not be accepted.
Bid Opening:	TBD @ 3PM EDT
Bid Opening.	
	Ypsilanti Township
	7200 South Huron River Drive
	Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald
	IS Manager
	rfp@ytown.org
Required Bid Copies	1
Electronic Submissions Allowed	Yes – Through Bidnet/MITN Only
Bid Bond	Not Required.
Required Forms	Form B
	Form C
	Form D
Pre Bid Site Access	Not Permitted
Bond Requirements	Bid Bond: Not Required
	Performance and Payment Bond: Not Required
	Maintenance Bond: Not Required
	Bond Surety: Not Required
Insurance Requirements	General Liability: Required For Onsite Work
(proof on insurance will be	Vehicle Liability: Required For Onsite Work
required prior to performing any	Statutory Workers Compensation : Required
work)	Builders Risk: Not Required
wony	

## Form A - Project Bid Dates, Contacts, and Requirements

## General conditions of bidding and terms of contact

By execution of this document, the Bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### 1. Bidding

- 1.1. Bids All bids shall be clearly marked on blank bid form furnished by Charter Township of Ypsilanti (Form C). The minimum numbers of copies are listed in <u>Form A Project Bid Dates</u>, <u>Contacts and Requirements</u>.
- 1.2. Required Forms Please refer to Form A Required Forms for all required forms. These forms must be filled out and included with all responses.
- 1.3. Authorized Signatures This proposal form must be signed by a person authorized to bind and commit the company to provide such goods and /or services offered to the Township should their bid be accepted by the Township.
- 1.4. Late Bids Bids shall be in the Charter Township of Ypsilanti Clerk's Office before or at the specified time and date bids are due. Bids received in the office of the Clerk after the submission deadline shall be rejected as non-responsive bids.
- 1.5. Mandatory Pre-Bid Meeting If a mandatory pre-bid date is given in <u>Form A Project Bid</u> <u>Dates, Contacts and Requirements</u>. A Pre bid meeting will be required for all prospective bidders. Failure to attend will result in disqualification from the bid review process.
- 1.6. Withdrawal of Bids Prior to Bid Opening A bid may be withdrawn before the opening date by submitting a written request to the Township Clerk. If time allows, and the Bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Charter Township of Ypsilanti reserves the right to withdraw a request for bids before the opening date.
- 1.7. Withdrawal of Bids After Bid Opening Bidder agrees that offers may not be withdrawn or cancelled by the Bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.8. Bid Amounts Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the Charter Township of Ypsilanti.
- 1.9. Exceptions and/or Substitutions As a matter of practice, Charter Township of Ypsilanti rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the Charter Township of Ypsilanti. Bidders taking exception to the specifications and plans, or

offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Bidder has not taken any exceptions to the specifications and shall hold the Bidder responsible to perform in strict accordance with the specifications.

- 1.10. Alternates Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.11. Descriptions Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.12. Bid Alterations Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.13. Tax Exempt Status The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.14. Delivery The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.15. Quantities Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.16. Bid Award Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.
- 1.17. Best Value In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of the Bidder's goods or services; 4) extent to which the goods or services meet the Charter

Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.

- 1.18. Non-Collusion By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.
- 1.19. Silence of Specifications for Complete Units All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Bidders may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- 1.20. Addendums Any interpretations, corrections or changes to the specifications and plans will be made by addendum no later than forty-eight hours prior to the bid opening. Addendums will be posted on the MITN Website (http://www.mitn.info/). It is the responsibility of the bidder to check the website for addendums.
- 1.21. General Bid Bond/Surety Requirements Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.22. General Insurance Requirements Failure to furnish Affidavit of Insurance when requested and if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.23. Responsiveness A responsive bid shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

- 1.24. Responsible Standings of Bidder To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.
- 1.25. Proprietary Data Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.26. Non-Iran Linked Business By signing the bid Form D, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.
- 1.27. Permits and Certificates The Contractor shall obtain and pay for all necessary permits, certificates and licenses required and necessary for performance of the work; and shall post all notices required by law and comply with laws and ordinance applicable.

## 2. Performance

- 2.1. Design, Strength, and Quality Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 2.2. Compliance with Federal, State, County and Local Laws Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Charter Township of Ypsilanti, Washtenaw County, or State of Michigan as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 2.3. Infringements and Indemnifications The bidder, if awarded a contract, agrees to protect, defend, and save the Township and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or

from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

- 2.4. Patents, Copyrights, Etc. The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- 2.5. Samples, Demonstrations and Testing At the Charter Township of Ypsilanti's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the Bidder.
- 2.6. Acceptability All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by Charter Township of Ypsilanti. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Coordinator who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the Contractor's expense. Inferior items not retrieved by the Contractor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the Charter Township of Ypsilanti at the Charter Township of Ypsilanti's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Contractor. Contractor's failure to retrieve property resulting in ownership by Charter Township of Ypsilanti shall not be imputed as acceptance of replacement good under this contract.

## 3. Purchase Orders and Payment

3.1. Purchase Orders – A purchase order(s) shall be generated by the Charter Township of Ypsilanti to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The Charter Township of Ypsilanti will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the project coordinator for which a valid invoice has been received.

- 3.2. Invoices All invoices shall be under terms of net thirty (30) days unless otherwise agreed upon by seller and Charter Township of Ypsilanti.
- 3.3. Payment Draws Request for payments prior to project completion may be negotiated during the contract term. The Charter Township of Ypsilanti reserves the right to deny any payment draw requests for any reason.

## 4. Contract

- 4.1. Contract Definition The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. Contract Agreement Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed.
- 4.3. Change Order No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. Price Redetermination All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. Termination for Default Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

- 4.6. Invalid, Illegal, or Unenforceable Provisions In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4.7. Injuries or Damages Resulting From Negligence The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. Warranty The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.
- 4.9. Sale, Assignment, or Transfer of Contract The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. Service Contract Renewals The Township requests that all service agreements revert to a month-to-month plan at the end of initial agreement duration.
- 4.11. Service Contract Auto-Renewals Any service agreement renewals with an auto renew clause may only renew in one month increments. The Township shall have the right to discontinue or cancel the renewal at any time up to 29 days' prior the renewal date. The servicing agency shall inform the Township of its upcoming renewal between 90 and 60 days prior to the renewal. Failure of the servicing agency to notify the Township of the upcoming renewal, gives the Township the right to cancel service at any time without penalty.

## 5. Minimum Wage Requirements

- 5.1. Contractors, including Subcontractors, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Charter Township of Ypsilanti Ordinance No. 2-201 and the additional provisions contained within.
- 5.2. All other employees directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, "The Living Wage Ordinance". A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk's office by calling (734) 544-4000.

## 6. Bond Requirements

- 6.1. Bond Certificates If required; the bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the contract documents.
- 6.2. Bid Bonds If required in Form A Bond Requirements: (Applies only to proposals over \$25,000) Each proposal must be accompanied by a certified check, bidders bond, bank draft or cash bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a guarantee of good faith on the part of the Bidder and subject to the conditions stipulated in the proposal form. No proposals shall be withdrawn for a period of ninety (90) days after the date set for the opening of bids. A single check, bond or draft may serve to cover two or more alternate or supplemental proposals when such proposals are submitted by the same Bidder.

If multiple bids are being submitted by any one single Bidder a single bond may be utilized. The bond value must be 5% of the project cost for the most expensive option being proposed.

- 6.3. Performance and Payment Bonds If required in Form A Bond Requirements: (Applies only to proposals over \$25,000) Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 6.4. Maintenance Bonds If required in Form A Bond Requirements: (Applies only to proposals over \$25,000) Contractor shall furnish a Maintenance Bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a warranty guarantee. Maintenance Bonds must remain valid for one year after completion of the project. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 6.5. Bond Surety If the surety on any bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet requirements of this bid, the Contractor shall within 10

days thereafter substitute another bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance.

6.6. Licensing Jurisdiction - All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds and insurance policies for the limits and coverage's so required.

## 7. Insurance Limits

- 7.1. Insurance Certificates If Requested; The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.
- 7.2. Requirements If required in <u>Form A Insurance Requirements</u>: Insurance shall be required if the bidder intends to have technicians, contractors, or persons onsite during the execution of any contract. The Contractor will maintain at its own expense during the term of the contract, the following insurance:
  - 7.2.1.Worker's Compensation insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident.
  - 7.2.2.Broad Form Comprehensive General Liability Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Project Coordinator of any material change of coverage, cancellation or non-renewal of coverage.
  - 7.2.3.Owner's protective policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.
  - 7.2.4.Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
  - 7.2.5.Builders Risk The Contractor shall take out and maintain Builders Risk insurance during the life of the contract(in the name of the Contractor and the Charter Township of

Ypsilanti), "All Risk" (excluding Earthquake and Flood) Builder's Risk Insurance covering the entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings, staging, towers, forms, and equipment not owned or rented by the Contractor, the cost of which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workers.

In the event of a loss by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Charter Township of Ypsilanti, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or the Contractor's surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract.

- 7.2.6. Certificate of Liability Insurance Verbiage General Liability Insurance limits must contain the following verbiage in verbatim; "*The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.*" Prior to contact execution.
- 7.2.7.An umbrella policy may be used to meet some of the above requirements.
- 7.3. Licensing Jurisdiction All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.
- 7.4. Require to Maintain If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Charter Township of Ypsilanti elects to exercise its option to cancel on these grounds, the Charter Township of Ypsilanti shall so notify the Contractor of its election.
- 7.5. Legal Review All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

## 8. Completion

8.1. Township Approval - The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.

- 8.2. Construction Start Construction shall start within 45 days of the Notice to Proceed and completed within 60 days unless otherwise noted in the RFP response.
- 8.3. Payment Full payment shall be made within 45 days of receipt of invoice upon completion of work.

### 9. Site Access

- 9.1. Prior to bid closure If permitted on Form A Pre Bid Site Access; Access to the any Charter Township of Ypsilanti site referenced herein will be made available only to Bidders interested in providing a bid on this project. All requests must be scheduled with the Project Coordinator and must be accompanied by an approved Charter Township of Ypsilanti Employee. Requests must be in writing.
- 9.2. After bid award Only the approved employees, approved contractors, and approved subcontractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

### 10. Proposal Submittals

- 10.1. Limits There is no limit to how many proposals a single Bidder may submit.
- 10.2. Required Copies As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. See Bid Format under Form A Project Bid Dates and Contacts
- 10.3. Price Break Down Bid proposal pricing shall be broken down by building with each price representing a complete building installation. Include line item pricing for all major components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.
- 10.4. Product Sheets Manufacturer's product data sheets for all equipment and components provided for in this project. Data sheets shall include equipment specifications, code compliance, certifications, and other information as required for proper evaluation.
- 10.5. Execution Plan A written description of the proposed plan of execution for the Work herein described, including estimated time-frame, number of personnel to be used, a description of long lead-time items and materials, and a description of the methods to be used to ensure quality.
- 10.6. Coordination Efforts A written description of the coordination efforts that need to be made, either by the Contractor, Charter Township of Ypsilanti, or any other party, for the

installation to proceed on schedule in the manner described.

- 10.7. Township Review Prior to fabrication or installation of the Work, the following submittals are required by Charter Township of Ypsilanti of the Contractor to be reviewed and acted on by Charter Township of Ypsilanti in accordance with the provisions of the contract. 2 paper, 1 electronic. Three (3) copies of all drawings and product data shall be required.
- 10.8. Mounting Information Detailed descriptions of all equipment locations and mounting particulars.
- 10.9. Electrical Requirements A schedule of the electrical requirements for the proposed equipment, including system idle and peak power requirements. Required only if proposed equipment has power consumption.
- 10.10. Background Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. Business Changes Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. Licenses Identify all licenses currently held by your firm.
- 10.13. Additional Information Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.
- 10.14. References Provide a list of at least four (4) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

#### 11. Right to renegotiate

- 11.1. Year one renewal *Not applicable*.
- 11.2. Annual cost increases Should the annually costs increase .001 % or more the Township reserves the right to terminate any all agreements and rebid the project.
- 11.3. Undefined costs If there are any costs associated for this requirement the bidder must include those costs in detail when submitting their RFP response.

### 12. Identification Requirements

- 12.1. Company Badge All persons conducting work within a Township facility shall be required to have a company issued photo ID. Photo ID must clearly represent the person presenting the ID along with their company name. Company badge should be displayed at all times, and must be presented when requested.
- 12.2. Company Branding Clothing It is recommended that all contractors wear a company branded shirt. The shirt should contain either the company logo or company name which can be clearly read during normal face-to-face conversation.

### 13. Scope of Work

#### 13.1. Introduction and Intent

The Charter Township of Ypsilanti (Township) seeks to engage a qualified and experienced firm, team, company, or individual, hereafter referred to as "Vendor," to provide Microsoft Office system integration and implementation services.

The awarded vendor will assist Township of Ypsilanti in performing a readiness assessment of the existing infrastructure including gather and document requirements, developing a migration plan and executing against this plan. Vendor will provide services needed to migrate 120 Zimbra mailboxes to Exchange Online with email archiving, eDiscovery, antimalware and anti-spam filtering capabilities. The goal is to provide a seamless transition to Microsoft Office 365 Cloud architecture while maintaining **secure** and robust access to and from cloud services.

#### 13.2. Background

- Staff is not very familiar with Office 365 and will need training.
- Currently there are 120 network users
- All workstations run Windows 10 Enterprise
- All Township managed mobile devices are iOS
- We are running multiple domain controllers with an AD version of 2016
- Buildings are connected with fiber or Metro-E
- Primary Internet Connection is 1gbps
- Most servers are currently 2016
- Current Single Zimbra mail storage is 446GB
  - Using Zimbra WebClient, No Outlook
- Currently Using Office 2016
- Township prefers to use AD group to manage Access Control and Application

#### installations.

#### 13.3. GovCloud

The Township will only accept proposals for a GovCloud tenant.

#### 13.4. Requested Services

#### 13.4.1. Office 365 Readiness Assessment, Discovery, and Planning

- 13.4.1.1. A detailed technical document and solution plan, which will provide a thorough and clearly-defined plan for a seamless migration to Office 365 including a significant focus on the communication and training requirements.
- 13.4.1.2. Review of client systems to gather and capture information about existing infrastructure
- 13.4.1.3. Identify potential challenges in this migration and pose solutions
- 13.4.1.4. Recommend a solid communications and training plan for Township users based on best practices such as: lunch and learn, web based training and on desk materials
- 13.4.1.5. Networking and Naming Services Planning
- 13.4.1.6. Determine required tasks for configuring network and DNS
- 13.4.1.7. User Identity and Account Provisioning Planning

- 13.4.1.8. Planning considerations to implement directory synchronization
- 13.4.1.9. Develop migration strategy
- 13.4.1.10. Identify mailbox size and item counts that will be migrated to Office 365

#### 13.4.2. Preparing Environment for an Office 365 Deployment

- 13.4.2.1. Implement enterprise wide training with employees for Outlook
- 13.4.2.2. Training options for Word, Excel, Teams, OneDrive, and Forms.
- 13.4.2.3. Prepare end user documentation on Outlook and the new Office 365 environment
- 13.4.2.4. Assist with Domain Verification and Office 365 Registration
- 13.4.2.5. Add and verify the Township domain name with Office 365
- 13.4.2.6. Assist in creating DNS records to configure the Township's domain names for use with Office 365 services
- 13.4.2.7. Configure on-premises AD for directory synchronization
- 13.4.2.8. Deploy and configure Active Directory to enable single sign-on
- 13.4.2.9. Exchange Online Service Configuration
- 13.4.2.10. Mailbox quotas and archival/retention policies
- 13.4.2.11. Anti-spam and malware protection

#### 13.4.3. Migration and Cutover

- 13.4.3.1. Assign licenses to users
- 13.4.3.2. Migrate and synchronize mailbox data to Exchange Online
  - eMail
  - Calendars
  - Contact
- 13.4.3.3. Assist in updating DNS to point to Office 365
- 13.4.3.4. Configure Outlook Web Access and Exchange ActiveSync for mobile phones and devices where applicable. Deployed via MDM
- 13.4.3.5. Perform Post-migration Service Testing of Office 365 functionality

#### 13.4.4. Post Deployment Support and Office 365 Administration Training

- 13.4.4.1. Have resources available and able to augment the Township's support staff on the weeks after the migration is completed
- 13.4.4.2. Onsite or Webinar Training with IT Staff
- 13.4.4.3. Administering Office 365 Services
- 13.4.4.4. Provide Office 365 Admin Best Practices to IT Staff
- 13.4.4.5. Provide as-needed advanced support to IT Staff within the first year of deployment

#### 13.5. Requested Office 365 Features

The following list are features of Office 365 the Township is interested in deploying.

- Exchange Online through the Outlook Browser Client
- Teams
- Forms

- Conditional Access requiring MFA for any external access
- Office Suite (Word Excel)
- One Drive for Business
- Microsoft Endpoint Manager (Intune) Both Desktop and Mobile Device
- Application Gateway to allow secure access to internal services.
- Advanced Email Security including BAC and VIP protection.
- Documented Proper Security and Governance Best Practices
- Training may be Onsite, In-Person, or Online. Vendors may recommend or use 3<sup>rd</sup> party training options.
  - Training for Outlook required for all users.
  - Training for OneDrive collaboration features for short list of users.
- SAML authentication support into other applications (Zoom, Google Apps, etc)
- Township is not interested in enabling SharePoint at this time.
- Recommendation for an onsite mail relay. (For alerts from network equipment)
- Township would like to bring its current Window 10 Enterprise Agreement into this project.

# Form B: Details Costs

Labor Costs

Line	Item	Qty	Price
1	Base Hourly Rate	Per Hour	
2	Office 365 Government G3	Per Year	
3	Office 365 Government G5	Per Year	
4	Windows 10 Enterprise Renewal	Per Year	

## THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

# Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- Estimated Project Cost

	\$
Job Total	

(It is understood this number may change as the Scope of Work is finalized.) This Form is only here to simplify the Bid Opening process)

#### (Please attach a detailed cost sheet with this cost form page)

Company Name:	
Address:	
Address:	
City, State, Zip:	
Telephone Number:	
Federal Employer Identification Num	
eMail:	
Ву:	Title:
(Signature)	(Typed or printed name)
	Date:
(Typed or printed name)	

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

# Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State	
Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature	Title
Company	Date

### THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

# Form E: Mailing Label

	<u>FROM:</u> Company Name:			
	Contact Person:			
	Phone Number:			
	Email:			
S E A	Solicitation Event Title: Solicitation Event Number:			B I
L E D	Due Date: 2022-Feb-11 @ 3:00 PM EDT	<u>RFQ-2022-05-M365</u>	Buyer Initials	D
	<u>DELIVER TO:</u> Charter Township Township Clerk 7200 S. Huron Rive Ypsilanti, MI 48197	er Dr.	-	

# CHARTER TOWNSHIP OF YPSILANTI

# **INFORMATION SERVICES**

Computer Support • Web Content Management • Communications Services

То:	Township Board
From:	Travis McDugald, IS Manager
Re:	Request to seek RFPs for a Preferred Network Cable Installer.
Date:	May 31, 2022

In an effort to expedite project or repairs which may require the installation, repair, removal, or changing in network cabling I would like to request to seek proposals for a Preferred Network Cable Installer.

An RFP would be published which consist of materials and labor costs along with a sample network installation job. Candidates would competitively bid on the sample job. The awarded bid would designate the candidate as the Township "Preferred Network Cable Installer"

The Preferred Network Cable Installer would be used for network cable installation jobs valued under \$10,000. Jobs valued over \$10,000 will continue to follow the Township's normal bid process.

Often bids for cable installation will come in either at a Time and Materials projection or a "per port" cost with a clause for difficult installations. Because the work often involves removing ceiling tiles, climbing into enclosed areas, and or drilling holes in walls, it can be difficult for a person to predict what challenges they may run into until the work has started.

The Township approval a Preferred Network Cables Installer June of 2020. This approval is soon to expire. This request is to bid the replacement project for another four years.

Proposals shall be brought back to the Board for review and approval.

Thank you for your consideration.

Travis McDugald IS Manager, Charter Township of Ypsilanti

# Charter Township of Ypsilanti



# RFP-2022-05-WIRING

# Structured Wiring Services

#### Abstract

The Charter Township of Ypsilanti is soliciting proposals from qualified organizations to provide structured wiring services for a period up to four years.

Charter Township of Ypsilanti rfp@ytown.org

Issue Date:	TBD	
Mandatory Pre-Bid Meeting:	None	
Pre-Bid Question Deadline:	No Questions Permitted	
Bid Deadline:	TBD @ 3PM EDT	
	Ypsilanti Township - Clerks Office	
	RFP-2021-04-Wiring	
	7200 South Huron River Drive	
	Ypsilanti, MI 48197	
	Bids must be received by the deadline by postal	
	services or drop into the "Drop Off" bin located at	
	the Township Civic Center.	
Bid Opening:	TBD @ 3PM EDT	
	Ypsilanti Township	
	7200 South Huron River Drive	
	Ypsilanti, MI 48197	
Project Coordinator:	Travis McDugald	
	IS Manager	
	rfp@ytown.org	
Bid Format	1 Electronic	
Bid Bond	Not Required.	
Required Forms	Form B	
	Form C	
	Form D	
Pre Bid Site Access	Not Permitted	
Bond Requirements	Bid Bond: Not Required	
	Performance and Payment Bond: Not Required	
	Maintenance Bond: Not Required	
	Bond Surety: Not Required	
Insurance Requirements	General Liability: Required	
(proof on insurance will be	Vehicle Liability: Required	
required prior to performing any	Statutory Workers Compensation : Required	
work)	Builders Risk: Not Required	

## Form A - Project Bid Dates, Contacts, and Requirements

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# Advertisement for Bids

The Charter Township of Ypsilanti is accepting sealed proposals from qualified organizations ("Bidder" or "Consultant" or "Firm" or Respondent"), to provide small project structured wiring on an as needed bases for up to four years. Bid documents may be found at http://ytown.org/public-bid-postings.

## General conditions of bidding and terms of contact

By execution of this document, the Bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### 1. Bidding

- 1.1. Bids All bids shall be clearly marked on blank bid form furnished by Charter Township of Ypsilanti (Form C). The minimum numbers of copies are listed in Form A Project Bid Dates, Contacts and Requirements. The executed Bid Form shall be submitted in a sealed envelope. Copies are to be marked as such.
- 1.2. Required Forms Please refer to Form A Required Forms for all required forms. These forms must be filled out and included with all response.
- 1.3. Authorized Signatures This proposal form must be signed by a person authorized to bind and commit the company to provide such goods and /or services offered to the Township should their bid be accepted by the Township.
- 1.4. Late Bids Bids shall be in the Charter Township of Ypsilanti Clerk's Office before or at the specified time and date bids are due. Bids received in the office of the Clerk after the submission deadline shall be rejected as non-responsive bids.
- 1.5. Mandatory Pre-Bid Meeting If a mandatory pre-bid date is given in Form A Project Bid Dates, Contacts and Requirements. A Pre bid meeting will be required for all prospective bidders. Failure to attend will result in disqualification from the bid review process.
- 1.6. Withdrawal of Bids Prior to Bid Opening A bid may be withdrawn before the opening date by submitting a written request to the Township Clerk. If time allows, and the Bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Charter Township of Ypsilanti reserves the right to withdraw a request for bids before the opening date.
- 1.7. Withdrawal of Bids After Bid Opening Bidder agrees that offers may not be withdrawn or cancelled by the Bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.8. Bid Amounts Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the Charter Township of Ypsilanti.
- 1.9. Exceptions and/or Substitutions As a matter of practice, Charter Township of Ypsilanti rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the

Charter Township of Ypsilanti. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Bidder has not taken any exceptions to the specifications and shall hold the Bidder responsible to perform in strict accordance with the specifications.

- 1.10. Alternates Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.11. Descriptions Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.12. Bid Alterations Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.13. Tax Exempt Status The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.14. Delivery The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.15. Quantities Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.16. Bid Award Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.
- 1.17. Best Value In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of

the Bidder's goods or services; 4) extent to which the goods or services meet the Charter Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.

- 1.18. Non-Collusion By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.
- 1.19. Silence of Specifications for Complete Units All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Bidders may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- 1.20. Addenda Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be posted on the MITN Website (http://www.mitn.info/). It is the responsibility of the bidder to check the website for addendums.
- 1.21. General Bid Bond/Surety Requirements Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.22. General Insurance Requirements Failure to furnish Affidavit of Insurance when requested and if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.23. Responsiveness A responsive bid shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

- 1.24. Responsible Standings of Bidder To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.
- 1.25. Proprietary Data Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.26. Non-Iran Linked Business By signing the bid Form D, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.

# 2. Performance

- 2.1. Design, Strength, and Quality Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 2.2. Compliance with Federal, State, County and Local Laws Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Charter Township of Ypsilanti, Washtenaw County, or State of Michigan as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 2.3. Infringements and Indemnifications The bidder, if awarded a contract, agrees to protect, defend, and save the Township and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses

to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

- 2.4. Patents, Copyrights, Etc. The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- 2.5. Samples, Demonstrations and Testing At the Charter Township of Ypsilanti's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the Bidder.
- 2.6. Acceptability All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by Charter Township of Ypsilanti. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Coordinator who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the Contractor's expense. Inferior items not retrieved by the Contractor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the Charter Township of Ypsilanti at the Charter Township of Ypsilanti's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Contractor. Contractor's failure to retrieve property resulting in ownership by Charter Township of Ypsilanti shall not be imputed as acceptance of replacement good under this contract.

# 3. Purchase Orders and Payment

- 3.1. Purchase Orders A purchase order(s) shall be generated by the Charter Township of Ypsilanti to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The Charter Township of Ypsilanti will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the project coordinator for which a valid invoice has been received.
- 3.2. Invoices All invoices shall be under terms of net thirty (30) days unless otherwise agreed upon by seller and Charter Township of Ypsilanti.
- 3.3. Payment Draws Request for payments prior to project completion may be negotiated during the contract term. The Charter Township of Ypsilanti reserves the right to deny any payment

draw requests for any reason.

# 4. Contract

- 4.1. Contract Definition The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. Contract Agreement Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed.
- 4.3. Change Order No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. Price Redetermination All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. Termination for Default Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- 4.6. Invalid, Illegal, or Unenforceable Provisions In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable

provision had never been contained herein.

- 4.7. Injuries or Damages Resulting From Negligence The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. Warranty The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.
- 4.9. Sale, Assignment, or Transfer of Contract The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. Service Contract Renewals The Township requests that all service agreements revert to a month-to-month plan at the end of initial agreement duration.
- 4.11. Service Contract Auto-Renewals Any service agreement renewals with an auto renew clause may only renew in one month increments. The Township shall have the right to discontinue or cancel the renewal at any time up to 29 days' prior the renewal date. The servicing agency shall inform the Township of its upcoming renewal between 90 and 60 days prior to the renewal. Failure of the servicing agency to notify the Township of the upcoming renewal, gives the Township the right to cancel service at any time without penalty.

# 5. Minimum Wage Requirements

- 5.1. Contractors, including Subcontractors, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Charter Township of Ypsilanti Ordinance No. 2-201 and the additional provisions contained within.
- 5.2. All other employees directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, "The Living Wage Ordinance". A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk's office by calling (734) 484-4700.

# 6. Bond Requirements

6.1. Bond Certificates – If required; the bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the

contract documents.

6.2. Bid Bonds – If required in Form A – Bond Requirements: (Applies only to proposals over \$25,000) Each proposal must be accompanied by a certified check, bidders bond, bank draft or cash bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a guarantee of good faith on the part of the Bidder and subject to the conditions stipulated in the proposal form. No proposals shall be withdrawn for a period of ninety (90) days after the date set for the opening of bids. A single check, bond or draft may serve to cover two or more alternate or supplemental proposals when such proposals are submitted by the same Bidder.

If multiple bids are being submitted by any one single Bidder a single bond may be utilized. The bond value must be 5% of the project cost for the most expensive option being proposed.

- 6.3. Performance and Payment Bonds If required in Form A Bond Requirements: (Applies only to proposals over \$25,000) Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 6.4. Maintenance Bonds If required in Form A Bond Requirements: (Applies only to proposals over \$25,000) Contractor shall furnish a Maintenance Bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a warranty guarantee. Maintenance Bonds must remain valid for one year after completion of the project. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 6.5. Bond Surety If the surety on any bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet requirements of this bid, the Contractor shall within 10 days thereafter substitute another bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance.
- 6.6. Licensing Jurisdiction All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or

insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds and insurance policies for the limits and coverage's so required.

# 7. Insurance Limits

- 7.1. Insurance Certificates If Requested; The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.
- 7.2. Requirements If required in Form A Insurance Requirements: Insurance shall be required if the bidder intends to have technicians, contractors, or persons onsite during the execution of any contract. The Contractor will maintain at its own expense during the term of the contract, the following insurance:
  - 7.2.1.Worker's Compensation insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident.
  - 7.2.2.Broad Form Comprehensive General Liability Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Project Coordinator of any material change of coverage, cancellation or non-renewal of coverage.
  - 7.2.3.Owner's protective policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.
  - 7.2.4.Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
  - 7.2.5.Builders Risk The Contractor shall take out and maintain Builders Risk insurance during the life of the contract(in the name of the Contractor and the Charter Township of Ypsilanti), "All Risk" (excluding Earthquake and Flood) Builder's Risk Insurance covering the entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings, staging, towers, forms, and equipment not owned or rented by the Contractor, the cost of

which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workers.

In the event of a loss by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Charter Township of Ypsilanti, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or the Contractor's surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract.

- 7.2.6. Certificate of Liability Insurance Verbiage General Liability Insurance limits must contain the following verbiage in verbatim; "*The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.*" Prior to contact execution.
- 7.2.7.An umbrella policy may be used to meet some of the above requirements.
- 7.3. Licensing Jurisdiction All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.
- 7.4. Require to Maintain If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Charter Township of Ypsilanti elects to exercise its option to cancel on these grounds, the Charter Township of Ypsilanti shall so notify the Contractor of its election.
- 7.5. Legal Review All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

# 8. Completion

- 8.1. Township Approval The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.
- 8.2. Construction Start Construction shall start within 45 days of the Notice to Proceed and completed within 60 days unless otherwise noted in the RFP response.
- 8.3. Payment Full payment shall be made within 45 days of receipt of invoice upon completion of work.

## 9. Site Access

- 9.1. Prior to bid closure If permitted on Form A Pre Bid Site Access; Access to the any Charter Township of Ypsilanti site referenced herein will be made available only to Bidders interested in providing a bid on this project. All requests must be scheduled with the Project Coordinator and must be accompanied by an approved Charter Township of Ypsilanti Employee. Requests must be in writing.
- 9.2. After bid award Only the approved employees, approved contractors, and approved subcontractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

# 10. Proposal Submittals

- 10.1. Limits There is no limit to how many proposals a single Bidder may submit.
- 10.2. Required Copies As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. See Bid Format under Form A Project Bid Dates and Contacts
- 10.3. Price Break Down Bid proposal pricing shall be broken down by building with each price representing a complete building installation. Include line item pricing for all major components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.
- 10.4. Product Sheets Manufacturer's product data sheets for all equipment and components provided for in this project. Data sheets shall include equipment specifications, code compliance, certifications, and other information as required for proper evaluation.
- 10.5. Execution Plan A written description of the proposed plan of execution for the Work herein described, including estimated time-frame, number of personnel to be used, a description of long lead-time items and materials, and a description of the methods to be used to ensure quality.
- 10.6. Coordination Efforts A written description of the coordination efforts that need to be made, either by the Contractor, Charter Township of Ypsilanti, or any other party, for the installation to proceed on schedule in the manner described.
- 10.7. Township Review Prior to fabrication or installation of the Work, the following submittals are required by Charter Township of Ypsilanti of the Contractor to be reviewed and acted on by Charter Township of Ypsilanti in accordance with the provisions of the contract. 2 paper, 1 electronic. Three (3) copies of all drawings and product data shall be required.

- 10.8. Mounting Information Detailed descriptions of all equipment locations and mounting particulars.
- 10.9. Electrical Requirements A schedule of the electrical requirements for the proposed equipment, including system idle and peak power requirements. Required only if proposed equipment has power consumption.
- 10.10. Background Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. Business Changes Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. Licenses Identify all licenses currently held by your firm.
- 10.13. Additional Information Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.
- 10.14. References Provide a list of at least four (4) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

## 11. Right to renegotiate

- 11.1. Year one renewal *Not applicable*.
- 11.2. Annual cost increases Should the annually costs increase .001 % or more the Township reserves the right to terminate any all agreements and rebid the project.
- 11.3. Undefined costs If there are any costs associated for this requirement the bidder must include those costs in detail when submitting their RFP response.

## 12. Identification Requirements

12.1. Company Badge - All persons conducting work within a Township facility shall be required to have a company issued photo ID. Photo ID must clearly represent the person presenting the ID along with their company name. Company badge should be displayed at all times, and must be presented when requested.

12.2. Company Branding Clothing – It is recommended that all contractors wear a company branded shirt. The shirt should contain either the company logo or company name which can be clearly read during normal face-to-face conversation.

# 13. Scope of Work

## 13.1. Purpose:

The purpose of this RFP is to establish a four year preferred vendor for network wiring and fiber optic installation and repairs for Charter Township of Ypsilanti (Local Government). The time of the award will be four years from the date by which the Township designates the vendor as the Preferred Network Cable Installer.

- No work may be performed without proof of insurance.
- Jobs will be requested as needed.
- Each job will be valued under \$10,000.
- There is no minimal agreement amount.
- There is no maximum agreement amount.
- There shall be no cost increased within the first two years agreement.
- Cost increases shall not exceed 10% in given year during year three or four of the agreement.
  - $\circ$   $\;$  Township shall be given 30 days written notice prior to any cost increases.
- This is a non-exclusive agreement. The Township may seek alternate proposals or vendors at its sole discretion.

## 13.2. Evaluation:

The evaluation will be done by comparing vendors costs based on the pricing within <u>Form B</u> base on previous Township installations.

## 13.3. Data Equipment Requirements:

- Data terminations are to be made on a standard single RJ-45 jack.
- Data jacks are oranges unless otherwise requested at the time of the job request.
- Cat6 Plenum required for all runs
- Designed for the purpose as outlines in article 800 of NEC code.
- MDF and IDF terminated to 1U patch panels.

## 13.4. Fiber Equipment Requirements:

- Multimode 62.5/125 micron
- Single mode 8.3/125
- Designed and manufactured to all ANSI/EIA/TIA specifications
- Terminated to LC connectors

#### 13.5. Installations

13.5.1. The contractor will coordinate with the Township any interruptions to exiting data communications. Any interruptions are to be minimalized and may need to be performed after-hours, on weekends, or holidays

- 13.5.2. Regarding installation activity that is potentially disruptive (i.e. drilling, running cable, mounting frames, raceways, etc.) to administrative activity, the contractor will notify IT staff prior to work being performed.
- 13.5.3. Contractors are to supply their own tools and equipment, especially brooms, dustpans, ladders etc.
- 13.5.4. Contracts will be required to broom clean work areas at the end of each shift or work day.
- 13.5.5. Installation equipment, materials, and product will **only** be allowed to be kept in specified areas. Hallways, office areas, lobbies, and etc. are not suitable for storage and the Township will **not** be held liable for missing or stolen equipment or materials.
- 13.5.6. Wiring to all outlets to run above the ceiling shall be fastened to the building structure at eight (8) foot intervals through the use of, but not limited to, J hooks, beam clamps, and hangers. At no time are voice or data drops/homeruns to be directly secured to the building structure above ceiling without the use of cable supports. Cabling above ceiling shall be sectioned off, bundled and tied, and routed back to intermediate or master wiring closets using a star configuration. All wiring shall run continuously from the outlet to the wiring closet without breaks or splices. Cable supports shall be employed every eight (8) feet. Cable supports (J Hooks etc.) shall be sized 50% larger than needed to allow for future growth.
- 13.5.7. In areas where ceiling tiles are removed for cable pulling, or ceiling tiles are damaged as a result of cable pulling, the Contractor shall replace tiles with like tiles.
- 13.5.8. All boxes, equipment and cable shall be firmly secured in place. Boxes, jacks and blocks shall be plumb and square. Consideration will be given for overall aesthetic factors. Sample installation diagrams and layouts are to be followed at all times. Deviations due to design and or building structural considerations must be cleared with IT Staff.
- 13.5.9. Any new or replacement premises wiring shall be clearly labeled in a format directed by the Township.
- 13.5.10. The Contractor will observe all applicable departmental safety and security regulations established.
- 13.5.11. The Contractor is responsible for repair of damage to the building due to carelessness of their workmen, and exercise reasonable care to avoid any damage to property. The Contractor must report to the Township any damage to the building that may exist or may occur during the occupancy of the quarters.

- 13.5.12. The Contractor must promptly correct all defects for which the Contractor is responsible.
- 13.5.13. Upon completion of the work, the Contractor must remove his tools, equipment and all rubbish and debris from the premises and must leave the premises clean and neat.
- 13.5.14. The Contractor will obtain the Township's IT Department permission before cutting into or through any part of the building structure such as beams, girders, concrete, or tile floors, partitions and ceilings. The Contractor shall restore any girders, beams, floors, partitions, ceilings, fire partitions and walls to their original condition.
- 13.5.15. The Contractor will coordinate all work with the Townships IT Staff.
- 13.5.16. Optical fiber connecting hardware shall be installed to provide well-organized installation and cable management and always in accordance with manufacturer's guidelines.
- 13.5.17. Fiber optic cable service loops are to be provided at all fiber termination points. Wiring closet loops are to be a minimum of 15ft. End termination or main termination point loop is to be a minimum of 30ft.
- 13.5.18. Network copper horizontal cabling shall have a minimum three (3) foot service loop for each cable above ceiling. Service loop is to be neatly dressed and secured.
- 13.5.19. Network copper patch panel terminations are to maintain cable jacket and twist a minimum of one-half inch from point of termination. End station terminations are to maintain cable jacket and twist up to the edge of the jack housing. Dust caps must always be used to provide pair protection and strain relief.
- 13.5.20. All indoor/outdoor splices and distribution must be enclosed in an enclosure designed for the purpose and able to provide maximum protection to splices and protection from environmental effects.
- 13.5.21. All fiber splices must be impervious to environmental effects and mechanical shock.
- 13.5.22. Splice trays must protect all fiber splices.
- 13.5.23. All inside distribution and outside plant fiber cabling must be strain relieved to hinder the possibility of breakage and connection failure.
- 13.5.24. The Township may elect also to implement other changes of its own accord. Should the Township elect to make its own changes, Township shall assume responsibility for the operation integrity of the structured wiring as it is directly affected by such changes

by the Township. Upon request, the Contractor shall research all reported physical installation & performance problems or errors and correct them to the Township's satisfaction. If the problem or error resulted from design changes made by Township, the charge for correction shall be computed using the rates for standard T & M charges.

### 13.6. Testing and Acceptance

- 13.6.1. The Township will make inspection as it deems necessary when notified by the Contractor that the services requested, or any part thereof, is ready for acceptance.
- 13.6.2. Successful testing by the Contractor with written report of results to Township IT Staff of all performance and quality incorporating the full range of testing specified.
- 13.6.3. Written certification signed by an authorized representative of the Contractor indicating the satisfactory completion of the above outlined items.
- 13.6.4. The following tests shall be run on all installed Category 6 data runs:
  - 13.6.4.1. Testing shall be end to end, patch panel to jack including patch cables. (Total run length not to exceed 300ft. With patch cables 328ft).
    - Wire Map
    - Length
    - Insertion Loss
    - NEXT Loss
    - PS NEXT Loss
    - ACR-F Loss
    - PS ACR-F Loss
    - Return Loss
    - Propagation Delay
    - Delay Skew

13.6.5. The following tests shall be run on all installed fiber stands.

- 13.6.5.1. Testing is to be end to end with all terminations and splices involved for each strand tested. OTDR, both directions. Test results shall be presented in an MS Excel spreadsheet 2010, or greater, detailing cable detailing cable port, location (building, closet etc.) length and attenuation in dB. Additionally, each test is to include a graphical representation of the test, measurement results, and cable information and set up parameters. The following standards will be used:
  - ANSI/TWEIA-455-59A, Measurement of Fiber Point Discontinuities Using an OTDR.
  - ANSI/TWEIA-455-60A, Measurement of Fiber or Cable Length Using an OTDR.
  - ANSI/TWEIA-455-61A, Measurement of Fiber or Cable Attenuation Using an OTDR.

• ANSI/TWEIA-526-7, Optical Power Loss Measurements of Installed Single mode Fiber Cable Plant. ANSI/TWEIA-526-14-A, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant.

## 13.7. Permits and Certificates

The Contractor shall obtain and pay for all necessary permits, certificates and licenses required and necessary for performance of the work; and shall post all notices required by law and comply with laws and ordinance applicable.

# Form B: Details Costs

Materials Costs

Line	Item	Qty	Price
1	2-Port Wall Plate Single Gang	Each	
2	4 - Port Wall Plate Single Gang	Each	
3	Cat6a RJ45 Port - Orange	Each	
4	Wall Plate Blank Module	Each	
5	24 Port Cat6a Patch Panel	Each	
6	1U Rack mount fiber enclosure	Each	
7	6 Count LS Fiber Adapter for enclosure	Each	
8	2 inch Diameter Bridge Ring with plastic saddle	Each	
9	1/4 inch Beam clamp	Each	
10	1 Tube Firestop Caulk	Each	
11	4-Port Surface Mount / Biscuit box	Each	
12	Low voltage single gang outlet box	Each	
13	Plenum 2 inch inner duct	500ft	
14	Single Mode fiber 12 strand OFNP	500ft	
15	62.5 multimode fiber 12 strand OFNP	500ft	
16	Cat6 plenum data cable	1ft	
17	Wall Pandult 1 inch Latching White	1ft	

#### Labor Costs

Please specify the per cost increments

Line	Description Per Price		Price
1	Minimal Labor Charge		
2	2 Additional Labor		
3	Minimum overtime labor charge		
4	Additional overtime labor charge		
5	Trip surcharges		
6	Travel time charges		

### Additional costs

Any other conditional costs the Township should be aware of. These we be costs associate to a generalized Cat6 cabling job. (it is ok to have none, we just do not want surprises)

Line	Description	Price
1		
2		
3		

# THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

# Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Based on the costs within Form B what would total costs for a job that consisted of:	\$
<ul> <li>2 170 foot cooper network drops</li> </ul>	
2 contractors	
Took one day	
<ul> <li>Started at 9am and ended at 2pm</li> </ul>	
<ul> <li>Utilized all existing in-ceiling cable mounts</li> </ul>	
<ul> <li>Required 1 single gang wall outlet box</li> </ul>	
<ul> <li>Required 6 feet on wall conduit</li> </ul>	
<ul> <li>Utilized existing IDF patch panel</li> </ul>	
Job Total	

## (Please attach a detailed cost sheet with this cost form page)

Company Name:		
Address:		
Address:		
City, State, Zip:		
Telephone Number:		
Federal Employer Identification N	lumber:	
eMail:		
By:	Title:	Date:
(Signature)	(Typed or printed name)	

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

# Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State	
Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature	Title
Company	Date

# THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

# Form E: Mailing Label

FROM:			
Company Name:			
Contact Person:			
Phone Number:			
Email:			
S E Solicitation Event Title:	Network Security	В	}
A Solicitation Event Number:	RFP-2022-05-Wiring	Buyer Initials	
E			
Due Date: ##-###-2019	Time: 2:00 PM E.T.	тум	
<u>DELIVER TO:</u> Charter Township Township Clerk 7200 S. Huron Riv Ypsilanti, MI 4819	ver Dr.		



TO:	Board Members
FROM:	Supervisor Brenda Stumbo
RE:	Recognition to all employees for their service to our residents and community
DATE:	June 3, 2022

This year has been a challenging year for everyone in the community and for our employees who serve our community with kindness, professionalism and integrity. It has been hard to fill staffing in some departments with full time, part time and seasonal positions.

We were one of the first communities to come back to work while other governmental agencies waited to fully open to the public. To show our appreciation I would like to recommend that each full time employee receive \$1,000 and part time receive \$500.00 for a one-time recognition service during these difficult times.

If approved by the board a budget amendment would be on the next agenda.



TO:	Township Board
FROM:	Brenda Stumbo
RE:	Approval of US 12 Project lighting on Service Drive
DATE:	June 3, 2022

Attached is an agreement with DTE for the lighting of the service drive that is part of the US 12 Project between Onondaga Avenue and Hudson Street. The Washtenaw County Road Commission as part of the project will pay the installation of eight fiberglass LED luminaries.

The annual lamp charge is \$2,127.36 and paid by the township general fund like the other lights in this project.

Should you have any questions please feel free to reach out to me or Treasurer Stan Eldridge.

#### **Exhibit A to Master Agreement**

## **Purchase Agreement**

This Purchase Agreement (this "<u>Agreement</u>") is dated as of May 18, 2022 between DTE Electric Company ("<u>Company</u>") and the Charter Township of Ypsilanti ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 22, 2022 (the "<u>Master Agreement</u>") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order	64953759	
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Michigan Ave Service Dr-Between Onadaga Ave St], as more fully described on the map attached Attachment 1.	
3. Total number of lights to be installed:	8	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install eight (8) 30' direct buried fiberglass posts v and eight (8) 58w LED luminaires with black hous (1) existing streetlight and pole.	
5. Estimated Total Annual Lamp Charges	\$2,127.36	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead:	\$36,731.84
Construction (" <u>CIAC</u>	Revenue credit:	\$6,382.08
Amount")	CIAC Amount (cost minus revenue) to be paid by Washtenaw County Road Commission	\$30,349.76
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$	30,349.76
9. Term of Agreement	5 years. Upon expiration of the initial term, this Ag continue on a month-to-month basis until terminat written consent of the parties or by either party wir days prior written notice to the other party.	ted by mutual
	If Post Charge "box" is checked the Customer agr term:	ees to following
	10 years. Upon expiration of the initial term, this A continue on a month-to-month basis until terminat written consent of the parties or by either party wirdays prior written notice to the other party.	ted by mutual

10. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) YES NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices
11. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197

### 12. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("<u>SOM</u>") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least \_0\_ posts and \_0\_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_

Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

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

Phone Number:\_\_\_\_\_ Email: \_\_\_\_\_

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

#### \*\*\*\*\*

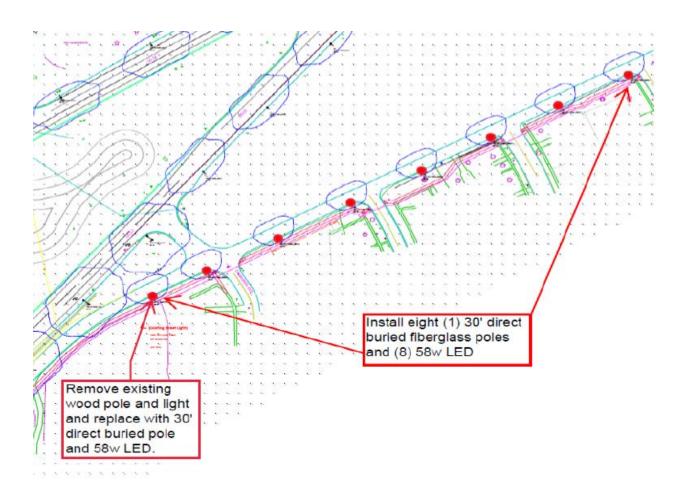
Company and Customer have executed this Purchase Agreement as of the date first written above.

Customer:

DTE Electric Contribution (Unistopher ) Hartley By:	Charter Township of Ypsilanti		
By:	Ву:		SIGN HERE
Christopher J Hartley Name:	Name:		
Title:	Title:		
Date:6/3/2022	Date:	_	

## Attachment 1 to Purchase Agreement

## Map of Location



#### CHARTER TOWNSHIP OF YPSILANTI 2022 BUDGET AMENDMENT #8

### June 7, 2022

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

#### **101 - GENERAL OPERATIONS FUND**

Total Increase \$60,817.00

Request to increase budget for the installment of 7 speed humps on Nash Avenue to be completed by Washtenaw County Road Commission. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$60,817.00
		Net Revenues	\$60,817.00
Expenditures:	Highway & ST-Road Construction	101-446-982.000	\$60,817.00
		Net Expenditures	\$60,817.00

Motion to Amend the 2022 Budget (#8)

Move to increase the General Fund budget by \$60,817 to \$10,514,595 and approve the department line item changes as outlined.