



REQUEST FOR PROPOSALS

Countywide Camera Upgrade (Cabling)

RFP # **EC-06-2024 #14**

ESTIMATED TIMELINE –

RFP Released	June 26, 2024
Deadline to Submit Written Questions	July 8, 2024 @ 3:00 PM EST
Response to Questions	July 9, 2024 @ 3:00 PM EST
Proposal Due Date & Public Bid Opening – BOC Conf. Room	July 17, 2024 @ 3:00 PM EST
Project Review and Award Date Pending BOC Approval	August 5, 2024 (tentative)

*BOC = Board of Commissioners

RFP PROCUREMENT CONTACT – Tatem Phelps, Technology Director, tphelps@emmetcounty.org

Emmet County is soliciting proposals from prospective vendors to provide the County with a complete proposal to replace all aged cabling with new cable or install new cabling at sites that will require cabling within the specified buildings for this project.

A copy of this RFP and any subsequent addenda or communications may be obtained from the County's Purchasing page as well as on the BidNet Direct website at <https://www.bidnetdirect.com>.

A. PROJECT BACKGROUND

Emmet County has a current security system across all buildings. With several device manufacturers, storage types, operating systems and unserviceable devices, the county has made the decision to replace all devices across all facilities listed below with one manufacturer. This will simplify processes, storage, organization and reduce overall spend over the life of the devices. A majority of the future locations of the new devices have aged cabling or no cabling.

B. SCOPE OF WORK

The purpose of this request for proposal is to invite prospective vendors to submit a proposal to supply Emmet County with a complete proposal to replace all aged cabling with new cable or install new cabling at sites that will require cabling within the specified buildings for this project. The request includes a maximum run of 300' per run. All sites are internal runs or ran through existing conduit. No additional conduit runs required. As an additional option, provide a proposal to remove existing cabling in each replacement run. The thirteen locations included in this RFP are all located within Emmet County, Michigan.

The Vendor shall provide the following related to this particular RFP:

The preferred proposal will include all upfront costs for CAT6 cabling, terminated cable lines, patch panel labeling & lift equipment (four locations) needed for each location. The labor to run (147) one hundred & forty seven cable runs, including (7) seven exterior wall penetrations.

Proposal should cover the entire cost of the project and include the following:

- General Cable brand CAT6 or similar approved by Emmet County
- Terminations at specified service loop length by Emmet County
- Labeling of each CAT6 run at the patch panel or switch at each location
- Separate line item to pull and remove existing cable in locations aged cable is being replaced
- Scissor or boom lift needed for install of (21) twenty one cable runs across four separate locations

The Vendor shall also provide the following as requested for all County RFPs:

- A. If applicable, provide continual or annual costs such as warranties or service contracts.
- B. Description of its invoicing process. Invoices should itemize the date of service, reason for the service, the amount, and the vendor Tax ID number.
- C. An opportunity for Emmet County to complete a final inspection before acceptance of the work/ product. The Vendor will arrange for the return of all damaged or miss-shipped items. There will be no restocking fee for the return of items damaged or shipped by the vendor in error. All items returned will be credited to invoice within 14 days of receipt.
- D. Available financing options and terms.
- E. If applicable, no less than three (3) days of training to ensure adequate education of all personnel at the expense of the company providing the equipment to Emmet County.

C. SUBMITTALS

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Emmet County as necessary to gain such understanding. The County reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, Emmet County reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right

extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Emmet County.

All information provided by Emmet County in this RFP is offered in good faith. Individual items are subject to change at any time. Emmet County makes no certification that any item is without error. Emmet County is not responsible or liable for any use of the information or for any claims asserted there from.

The County intends to select a vendor in August 2024 but is not obligated to do so.

D. EVALUATION CRITERIA

Submittals will be evaluated and ranked to determine the best value to the County based on the following criteria:

- A. Quality of the items to be supplied
- B. Pricing for the eligible goods
- C. Conformity of the specifications suitability to the requirements of Emmet County
- D. Warranty, services, industry standards, references, and history of similar projects carried out and completed on-time with no cost overruns or increase incurred
- E. Past performance of vendor

The purpose of this competitive RFP is to promote a fair, most efficient means to obtain the best value to Emmet County, i.e., the proposal offering the best value, which shall be assessed in accordance with the evaluation criteria set forth in this RFP. Proposals will be reviewed by an internal committee where quotes will be evaluated and ranked on a consensus basis. Proposing bidders may be asked to participate in an interview to further discuss qualifications and to answer questions from the committee.

Emmet County reserves the right in its sole discretion to accept or reject any or all proposals, in whole or in part, without incurring any cost of liability whatsoever, and to waive informalities and minor irregularities in bids received. The County shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in any archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification. If the selected vendor and Emmet County are not able to finalize contract terms for the intended goods or services requested in this RFP, the County reserves the right to select another vendor to provide the goods or services.

E. REPRESENTATIONS AND CERTIFICATIONS

Full name and address of the business with a short description of the business.

Include a description of the following:

- A. Business organization
- B. Year established
- C. Federal ID number
- D. Michigan tax ID number, if applicable.
- E. The business' legal formation (e.g. corporation, sole proprietor, etc.)
- F. State of incorporation, if applicable.
- G. List the location and address of the business' office that will provide the equipment requested.

F. REFERENCES

RFP reviewers may solicit references from some or all client contacts provided with previous experience examples above. Please include at least three (3) references.

G. COMPENSATION / FEES

Identify all costs including expenses to be charged for delivering and/or installing the equipment. The County is tax exempt for state and local taxes, personal property tax, and real property taxes. Prices shall not include taxes, unless the County is not tax-exempt for a specific service or deliverable. Exemption certificates for sales tax will be furnished upon request.

H. CONFLICT OF INTEREST

Disclose any conflicts or perceived conflicts of interest. Vendor shall to the extent practicable, disclose to the County the identity of vendor employees and relatives of vendor employees who are employed by the County as well as the identity of County employees who are employed by vendor.

Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

I. INDEMNIFICATION

The selected vendor shall be required to indemnify, defend, and hold the County harmless for all claims, incurred by or asserted against the County, its elected and appointed officials, employees, agents and volunteers, by and person or entity, which are alleged to have been caused from the acts or omissions of vendor or vendor's employees. The County's right to indemnification is in excess and above any insurance required by the contract. The vendor shall have no right against the County for indemnification, contribution or subrogation.

J. AMERICANS WITH DISABILITIES ACT (ADA) AND SECTION 508 COMPLIANCE

Vendors shall warrant that end users will be able to access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. The website will conform, where relevant to Web Content Accessibility Guidelines (WACG) 2.0.

K. NON-DISCRIMINATION

Vendor, and its subcontractors, shall not discriminate against an employee or an applicant for employment, in hiring, any terms and conditions of employment or matters of employment for any reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state law.

L. DEBARMENT AND GRANT REQUIREMENTS

If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits the bidder from participating in any procurement, the bidder must provide County with that information as part of their response. Failure to provide this information may result in disqualification of the response from consideration or termination of a purchase order or contract, if awarded.

To the extent that an awarded contract is funded in whole or in part by any federal or state grant, vendor will be required to comply with all applicable requirements in the grant.

M. TERMINATION OF CONTRACT:

When the vendor has not performed or has unsatisfactorily performed the contract or in the event, any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Emmet County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work. The County reserves the right to require termination of the contract for its convenience in the contract terms finalized with the selected vendor. If funds are not appropriated or otherwise made available to support continuation of performance, the County may terminate the agreement. Vendor shall be paid for work satisfactorily performed prior to termination.

N. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

O. INSTRUCTIONS FOR FIRMS:

For your bid to qualify, you must submit three (3) hard copies in your SEALED BID

no later than 3:00 PM EST on July 17, 2024 to:

EMMET COUNTY FINANCE DEPARTMENT
ATTN: Priscilla Meyer, Administration Office
200 DIVISION STREET, SUITE G70
PETOSKEY, MI 49770

1. Response to this RFP MUST be clearly marked RFP# EC-06-2024 #14 – Countywide Camera Upgrade (Cabling).
2. Questions shall be submitted in writing to Tatem Phelps at tphelps@emmetcounty.org no later than 3:00 PM EST on July 8, 2024.
3. This RFP, any addendums, and any potential questions and answers will be posted on the Emmet County website at <https://www.emmetcounty.org/open-bids-rfps/>.
4. The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.
5. The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.

6. Emmet County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

No late submissions will be accepted.

IRAN LINKED BUSINESS CLAUSE

The Respondent who is selected as Consultant shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

CERTIFICATION

I hereby state that I have read, have become thoroughly familiar with, understand, and accept the terms and scope of work contained in the RFP. I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this RFP, which will become the basis for a binding contract if accepted by the Emmet County. I hereby state that this quote will remain valid for sixty (60) days from this certification date.

Signature: _____

Print Name: _____

Title: _____ Date: _____

Company Name: _____

Address: _____

Contact Name: _____

Phone: _____ Email: _____

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The vendor represents that it ☐ IS ☐ IS NOT a woman or women-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a minority-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

Authorized Agent Signature

Date

Authorized Agent Printed Name

How did you learn of this RFP?

(circle all that apply)

BidNet

County Website

County Employee

Other _____