



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 343,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

www.gc4me.com

August 10, 2017

GENESEE COUNTY REQUEST FOR PROPOSALS #17-115

Sealed proposals will be received until **2:00 p.m. (EDT), Wednesday, September 6, 2017**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **GENESEE COUNTY EOC TECHNOLOGY UPGRADE**.

A **Pre-proposal meeting** will be held on **Thursday, August 24, 2017, 9:00 a.m.** at Genesee County Administration Building, 1101 Beach Street, Flint, MI 48502 in the EOC office on the ground floor room #G25. Attendance at this meeting is optional, but recommended as it will be the only time to see the location of the installation.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website www.gc4me.com.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE: 2:00 p.m. (EDT), Wednesday, September 6, 2017
PROPOSAL REQUEST NUMBER: #17-115

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2017\17-115

Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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RFP #17-115 GENESEE COUNTY EOC TECHNOLOGY UPGRADE

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **2:00 p.m. (EDT), Wednesday, September 6, 2017**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Pre-proposal meeting** will be held on **Thursday, August 24, 2017, 9:00 a.m.** at Genesee County Administration Building, 1101 Beach Street, Flint, MI 48502 in the EOC office on the ground floor room G25. Attendance at this meeting is optional, but recommended as it will be the only time to see the location of the installation.
3. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may be submitted at the MITN site for this offering.
4. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303718B0012184. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
 - a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsso/login.sdo> and click on Register <https://www.buy4michigan.com/bsso/external/fidCheck.jsp>.

5. Michigan Inter-governmental Trade Network– an alternate review of the RFP number 17-115 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
 - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
6. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
7. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
8. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
9. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands

whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

10. **Proposal Format:** Proposals must be submitted in the format outlined in Section 7 **INFORMATION REQUIRED FROM PROPOSERS.**

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide product and installation, and training for 30 EOC laptop computers and tablets, one new EOC desktop computer that will control seven televisions, new analog phones for the EOC, and a new Training Room computer and television.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the County of Genesee, Michigan, Emergency Operations Center (EOC). The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **12:00 p.m. (EDT), Tuesday, August 29, 2017**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 7, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.

6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than 3:00 p.m. (EDT), Tuesday, August 29, 2017, to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

SECTION 4 - QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

Purchase of a complete turn-key system (equipment and services) from a single bidder is the intent; therefore, the bidder must provide trained personnel to perform system design, installation, testing, training, and maintenance.

The following requirements are necessary for consideration of contract award:

1. Provide a minimum of five (5) references and
2. Demonstrate a minimum of five (5) years of experience in similar systems.
3. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

SECTION 5 - SCOPE OF WORK

The Bidder shall supply pricing for:

EOC TV System

1. Provide and install one (1) 64" commercial HDTV on a floor mount
2. Provide and install two (2) 43" Commercial HDTV on a floor mount stacked
3. Provide and install two (2) 43" Commercial HDTV on a floor mount stacked
4. Provide and install one (1) HP Z420 computer with 16 Gb of RAM and a 4GB with eight (8) port mini HDMI cables for video distribution to all seven (7) televisions
5. Provide and install one (1) Logitech Wireless Keyboard and mouse for the above computer
6. Provide and install one (1) Key Digital Video Wall Controller
7. Provide and install one (1) Key Digital 8 x 8 Video Wall Matrix
8. Provide and install one (1) Android Tablet licensed for Key Digital Controller
9. Provide and install one (1) Roku Streaming Video System
10. Provide and install one (1) 43" LG Commercial HDTV on a floor mount
11. Provide and install one (1) 43" LG Commercial HDTV on a floor mount
12. Provide and install one (1) APC 2200 Series 110 volt battery backup system

Laptop Cart

13. Provide and install one (1) HP Notebook charging cart for 30 laptops or tablets
14. Provide and install nineteen (19) HP Elitebook 1040 G3 – Ultrabook – Core i5 6300U / 2.4 GHz – Win 7 Pro 64-Bit (includes Win 10 Pro 64-bit License) – 8GB RAM – 256 GB SSD SED – 14" 1920x1080 (Full HD) – HD Graphics 520 – Wi-Fi, Bluetooth
15. Provide and install One (1) HP Elitebook 1040 G3 – Ultrabook – Core i5 6300U / 2.4 GHz – Win 7 Pro 64-Bit (includes Win 10 Pro 64-bit License) – 8GB RAM – 256 GB SSD SED – 14" 1920x1080 (Full HD) – HD Graphics 520 – Wi-Fi, Bluetooth with mobile broadband – for administration purposes
16. Provide and install ten (10) HP Eline x2 1012 G1 12" 2 in 1 Notebook Tablets – Intel Core M (6th Gen) m5-6Y54 Dual-core (2 Core) 1.10 GHz LPDDR# - 128 GB SSD – Windows 10 Pro 64-bit –
17. Provide and install one (1) Cisco SG300 series network switch for LAN connectivity
18. Provide and install one (1) Sophos UTM SG105W Series Firewall with wireless for secure connectivity to the internet
19. Provide and install one (1) Verizon LTE Internet Modem – Subscription to Verizon Service to be provided by the county
20. Provide and install one (1) APC 2200 Series 110 volt battery backup system to suppress and protect system

Training Room

Mobile TV Cart

21. Provide and install one (1) 55" LG Commercial HDTV on a mobile cart to be utilized in extended training area

22. Provide and install one (1) HP Elite Desk 800 G3 – Mini desktop – 1 x Core i7 7700T / 2.9 GHz – RAM 8 GB – SSD 256 GB – NVM Express (NVMe), triple – level cell (TLC) – HD Graphics 630 – GigE – WLAN: 802.11a/b/g/n/ac, Bluetooth 4.2 – Win 10 Pro 64-bit – vPro – monitor: none – connected directly to above HDTV for training purposes
23. Provide and install one (1) Logitech wireless Keyboard and mouse for the above computer

Misc. Items

24. Provide and install fourteen (14) CL 2909 Corded Desk Phones with speakerphone, white in color
25. Provide and install two (2) corded conference phones with three cardioid mics
26. Provide thirty (30) Category 5e patch cables 20 foot length

General Requirements

1. Buyer is responsible for any and all electrical work required to complete this installation
2. Bidder cannot mount or install any component or piece on any wall
3. Bidder cannot install or otherwise open any area of the ceiling or ceiling tile
4. Bidder will provide 90 days of technical support after installation
5. Bidder will provide buyer with training on system management
6. All labor for installation of all components will be included in the proposal
7. Buyer will be responsible for any wireless contracts from wireless carriers
8. Bidder will provide and configure all above system components

Installation and Commissioning

The bidder shall provide a turn-key installation of the system. The bidder shall perform a physical survey to identify and recommend proper installation.

The bidder shall provide with the bid a complete description of how installations services will be provided.

Upon completion of the installation, the system provider will perform System Optimization/Commissioning Services to confirm correct installation and programming, check all system components and insure complete system operation.

SECTION 6 - SUPPLEMENTAL CONDITIONS

1. **Reference Form:** All proposers shall include information for current or prior project references similar to the projects referenced in this solicitation (see Reference Page). The name, address, and telephone numbers of the appropriate contact for each reference shall be submitted as part of the proposal. Particular attention will be paid to references from other municipalities and/or public sector entities in the state of Michigan.
2. **Sub-Contractors:** All sub-contractors must be identified and are subject to approval by the County. Qualifications and background information is required as specified in "Labor Requirements, Staff Qualifications & Experience".

3. **Use of Brand or Trade Names:** The use of brand names, trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not to restrict competition, but will be used as a measure of the safety, quality and performance against which all equipment proposed shall be compared.

All proposers are to clearly state in their proposal an illustration or other descriptive manner that will clearly indicate and clearly specify the item(s), equipment and vehicle the offeror has proposed. Further, original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the proposal, or the proposal will be deemed "non-responsive" and rejected without further review.

4. **Alternates:** The Genesee County Office of the Sheriff will consider alternates proposed on any make or model that is equal or superior to the equipment specified. Decisions on equivalency or superiority will be at the sole discretion of the Genesee County Office of the Sheriff.

To be considered, the offeror shall submit detailed information, with their proposal, on any exceptions the proposed alternate will have to the specifications referenced herein. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. This information shall be submitted on a separate page (on company letterhead), with the proposal, and marked "SPECIFICATIONS OF ALTERNATE". Any exception(s) or clarification(s) provided shall be fully explained and reference the specification number and paragraph description of the corresponding specification in this solicitation.

5. **Security:**

The Contractor will be required:

- a. to have criminal records check for each individual who will be on site during the project.
- b. all owners, supervisors and employees who are on site should display a photo ID issued from their company/employer at all times.
- c. to obtain keys, if necessary, will be limited to the least number of contractors, supervisors or other lead personnel on site with a "sign upon receipt and return" basis.
- d. to access the building based upon an agreed upon construction schedule.
- e. to provide for the appropriate supervision level at all times. This may be delegated to a supervisor or lead person on site. Genesee County Building and Grounds will be the contact for county issues. Building and Grounds will have the 1st shift weekend building and grounds staff cell phone number made available as a contact.

SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

In order to be deemed responsive, proposals must be submitted in the format outlined below:

Administrative Proposals

1. **Work Plan and Statement of Project:** Include in the work plan the time frame or schedule to which you would adhere based on staffing and current workload from all clients. Include a description of the project and work items involved in the bid to indicate your understanding of the project. Include a narrative description of the product that will be delivered.
2. **Labor Requirements, Staff Qualifications & Experience:** The contractor must be able to provide an appropriate, experienced and knowledgeable team. Include the number of personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title. Provide qualifications of key personnel that are proposed to be involved in the project.
3. **Project Management:** The Project Manager must be readily accessible to County personnel. Response to this bid should include a proposal to address and clarify all aspects of project administration, quality assurance, variation and change control, contract deliverables, budget and cost control, schedule control, and internal/external coordination.
4. **Additional information and comments** include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Submit the required submittals contained in the RFP that are required to substantiate a responsive proposal as indicated below.

1. **Business organization,** state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
2. **Statement of Exceptions:** See Section 1.7 for clarification.
3. **Signed Signature Page:** See page 14 of this solicitation.
4. **Executed Insurance Checklist:** See page 15 of this solicitation.
5. **References:** See pages 16 and 17 of this solicitation. Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of five (5) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The

contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer.

Cost Proposals

1. Cost and Price Analysis: The information requested in this section is required to support the reasonableness of each proposal. Use the format below.
 - a. Labor Costs: Price should be quoted per hour of work provided. Itemize so as to show the following for each member of the project team:
 - i. Name and title, classification
 - ii. Estimated hours
 - iii. Rate per hour
 - iv. Total cost for each member and for all labor needs
 - b. Cost of Supplies and Materials: Please itemize in same order as the RFP
 - c. Other direct costs: Please itemize
 - d. Overhead
 - e. Profit
2. Most Recent Financial Audit or audited Financial Statements

Description	UOM	Quantity	Cost per UOM	Total Cost
64" commercial HDTV on a floor mount	Each	1		
43" commercial HDTV on a floor mount stacked	Each	2		
43" commercial HDTV on a floor mount stacked	Each	2		
HP Z420 computer with 16 Gb of RAM and a 4GB with 8 port mini HDMI cables for video distribution to all 7 televisions	Each	1		
Logitech Wireless Keyboard & mouse for above computer	Each	1		
Key Digital Video Wall Controller	Each	1		
Key Digital 8 x 8 video wall matrix	Each	1		
Android tablet licensed for Key Digital Controller	Each	1		
Roku Streaming Video System	Each	1		
43" LG Commercial HDTV on floor mount	Each	1		
43" LG Commercial HDTV on floor mount	Each	1		
APC 2200 Series 110 volt battery backup system	Each	1		
HP Notebook charging cart for 30 laptops or tablets	Each	1		
HP Elitebook 1040 G3 - Ultrabook - Core i5 6300U / 2.4 GHz - Win 7 Pro 64-Bit (includes Win 10 Pro 64-bit License) - 8GB RAM - 256 GB SSD SED - 14" 1920x1080 (Full HD) - HD Graphics 520 - Wi-Fi, Bluetooth	Each	19		
HP Elitebook 1040 G3 - Ultrabook - Core i5 6300U / 2.4GHz - Win 7 Pro 64-Bit (includes Win 10 Pro 64-bit License) - 8GB RAM 256 GB SSD SED - 14" 1920x1080 (Full HD) - HD Graphics 520 - Wi-Fi, Bluetooth with mobile broadband - for administration purposes	Each	1		
HP Eline x2 1012 G1 12" 2 in 1 Notebook Tablets - Intel Core M (6th Gen) m5-6Y54 Dual-core (2 Core) 1.10 GHz LPDDR# - 128 GB SSD - Windows 10 Pro 64-bit	Each	10		
Cisco SG300 series network switch for LAN connectivity	Each	1		
Sophos UTM SG105W Series Firewall with wireless for secure connectivity to the internet	Each	1		

Verizon LTE Internet Modem - Subscription to Verizon Service to be provided by the county	Each	1		
APC 2200 Series 110 volt battery backup system to suppress and protect system	Each	1		
55" LG Commercial HDTV on a mobile cart to be utilized in extended training area	Each	1		
HP Elite Desk 800 G3 - mini desktop - 1 x core i7 7700T / 2.9 GHz - RAM 8 GB - SSD 256 GB - NVM Express (NVMe), triple - level cell (TLC) - HD Graphics 630 - GigE - WLAN: 802.11a/b/g/n/ac, Bluetooth 4.2 - Win 10 Pro 64-bit - vPro - monitor: none - connected directly to above HDTV for training purposes	Each	1		
Logitech wireless Keyboard and mouse for the above computer	Each	1		
CL 2909 Corded Desk Phones with speakerphone, white in color	Each	14		
corded conference phones with three cardioid mics	Each	2		
Category 5e patch cables – 20 foot	Each	30		
Total Material Cost				
Total Labor Cost itemize on attachment				
Other Direct Costs itemize on attachment				
Overhead				
Profit				
Total All Costs				

SECTION 8 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of the Genesee County to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be made to the lowest responsive, qualified proposer.

The following criteria will be used in the evaluation of submitted proposals relative to the project referenced in Scope of Work and the Proposal Form:

1. Total Cost for the provision of product, installation, and training for all specified equipment including 90 days of technical support after installation. 35 points
Total points awarded for price will be determined by applying the following formula: $\text{Lowest Proposed Price} / \text{Proposer's Price} \times 35 \text{ Points Possible} = \text{Price Score}$. Genesee County reserves the right not to be limited to the lowest cost proposal.
2. The capability, reliability and capacity of the proposer to provide the desired services and product, this includes but not limited to possessing the appropriate equipment and staff necessary to complete the work. Also considered will be schedule, service delivery, alternates proposed on any make or model that is equal or superior to the equipment specified and approach to the project 30 points.
3. Proposer's experience, previous experience with Genesee County or other municipalities will be considered 15 points
4. Qualifications of proposer's Project Manager and key personnel involved in the construction project(s) 15 points
5. Proposer's Financial Stability - Most recent Financial Statements or Federal Income Tax Return 5 points

SIGNATURE PAGE
GENESEE COUNTY RFP #17-115
GENESEE COUNTY EOC TECHNOLOGY UPGRADE

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

SERVICES CONTRACT FOR:

EOC Technology Upgrade

Coverage Required

Limits (Figures denote minimums)

<u> X </u> 1. Workers' Compensation	Statutory limits of Michigan
<u> X </u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<u> X </u> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<u> </u> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<u> </u> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<u> X </u> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<u> X </u> 7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI
<u> X </u> 8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
<u> </u> 9. Other insurance required: _____	
<u> X </u> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u> X </u> 11. The certificate must state bid number and title	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

Liability policies are **occurrence** **claims made**

Insurance Agent

Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

REFERENCES

List 5 references of similar projects

Submitted by: _____

1. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

2. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

3. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

REFERENCES

List 5 references of similar projects

Submitted by: _____

4. Company

Phone Number

Contact Name and Position

E-mail Address

Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

5. Company

Phone Number

Contact Name and Position

E-mail Address

Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

Subcontractors

Company: _____

Contact Name: _____ Number: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Company: _____

Contact Name: _____ Number: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

GENESEE COUNTY EOC TECHNOLOGY UPGRADE PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **[Contractor Name]**, a **[State] [Entity Type]**, whose principal place of business is located at **[Contractor Address]** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on **[Start Date]**, and shall be effective through **[End Date]** (the “Initial Term”).

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

4. Compensation

4.1

Flat Fee. The Contractor shall be paid a flat fee of \$ _____ for the provision of product, installation and training. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

5. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. Contract Administrator

The contract administrator for this Contract is **[Contract Administrator]** (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. Warranties

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

8. Suspension of Work

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this

Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not

discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Chief Assistant Prosecuting Attorney – Civil Division

EXHIBIT A
Description of the Services

Provide product and installation, and training for 30 EOC laptop computers and tablets, one new EOC desktop computer that will control seven televisions, new analog phones for the EOC, and a new Training Room computer and television.

EXHIBIT B
Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

SERVICES CONTRACT FOR:

EOC Technology Upgrade

Coverage Required

Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI
 <input checked="" type="checkbox"/> 8 <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
 <input type="checkbox"/> 9. Other insurance required: _____	
 <input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 11. The certificate must state bid number and title	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

Liability policies are **occurrence** _____ **claims made** _____

Insurance Agent

Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.