

Three Rivers Community Schools Door Access Control

Request for Proposal

December 2023

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REQUEST FOR PROPOSAL

DOCUMENT TITLE: Three Rivers Community Schools - Middle School - Door Access

Control 2024

DOCUMENT NUMBER: 2024-THR-MS-DAC-RFP

QUESTIONS: Please submit ALL questions via email to rfp-response@trschools.org

SUMMARY: Three Rivers Community Schools (hereafter referred to as "Owner,

the

District or THR") hereby solicits proposals from qualified vendors (hereafter referred to as "Vendor or Bidder") for a replacement of their Door Access Control System. The design and implementation shall meet or exceed all industry best practices, THR standards, and

all State of Michigan policies.

FISCAL AGENCY: Three Rivers Community Schools, Three Rivers, Michigan

RFP RECEIPT DEADLINE: January 24 2024 @ 12:50 PM EST (note earlier time than

opening)

RFP OPENING DATE: January 24 2022 @ 1:00 PM EST

OPENING LOCATION: Three Rivers Community Schools - Administration Building, 851 Sixth

Ave, Three Rivers, MI 49093

RFP OPENING TIME: 1:00 pm Eastern

BOND REQUIREMENT: Each bid shall be accompanied by good and sufficient bid security or

bid bond in an amount not less than 5% of the Bid amount and shall secure the Owner from loss or damage by reason of the withdrawal of the Bid by a Bidder or by failure of the successful Bidder to enter into a Contract with the Owner if his Bid is accepted by the Owner.

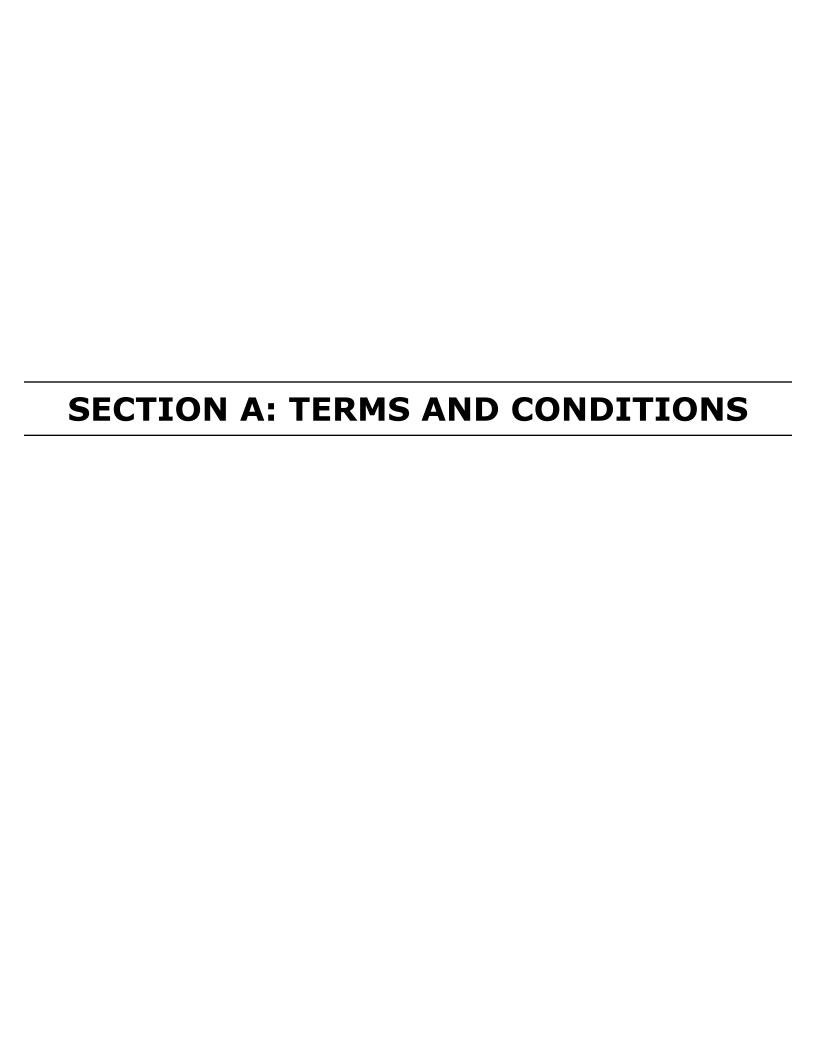
CONTACT PERSON: Brian Calkins

Email Address: rfp-response@trschools.org

RFP Contact Phone: 269,467,5315

ADVERTISEMENT DATE: December 22, 2024

NUMBER OF PAGES: 40



1. SUBMISSION OF RFP

- 1.1. In response to this RFP, Bidders shall submit one (1) original proposal marked "Original", two (2) identical bound copies and one (1) identical electronic response in PDF or other standard format stored on a flash drive and/or USB Media Device. Clearly label and index binders with appropriate section and subsection numbers as referred to herein. Number each page individually and provide a table of contents.
- 1.2. Neither the THR nor any official, employee or representative thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified or mislabeled.
- 1.3. Proposals submitted by telephone, telegraphic notice, e-mail or facsimile will not be accepted.
- 1.4. RFP and any addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Company: Three Rivers Community Schools

RFP TITLE: Three Rivers Community Schools - Middle School - Door Access Control

RFP

RFP #: 2024-THR-MS-DAC-RFP

Opening Date: January 24, 2024 at address below.

Receipt Time: 12:50 PM
Mail / deliver To: Brian Calkins

Technology Department

Three Rivers Community Schools

Administration Building

851 Sixth Ave

Three Rivers, MI 49093

- 1.5. In order for an RFP to be considered, it is mandatory that the RFP documents be received and time-stamped at 851 Sixth Ave, Three Rivers, MI 49093, prior to the receipt time specified in this RFP document (see page 3). This shall be local time at the receiving address.
- 1.6. Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7. Any irregularities or lack of clarity in the RFP should be brought to the attention of THR for correction or clarification.
- 1.8. Addenda or revisions issued may become an integral part of this RFP. All addenda shall be posted on the websites referenced in **Section 1.8.2**.

- 1.8.1. Bidders must acknowledge receipt of addenda by signing and returning with the original RFP documents. It is the Bidder's responsibility to insure receipt of any addenda. Failure to submit a signed addendum may result in rejection of a proposal.
- 1.8.2. Bidder shall receive any addenda issued on a bid from one of the following websites: www.trschools.org / www.sjcisd.org
- 1.8.3. Bidder may contact Information Services at (269) 467-5315 or email rfp-response@trschools.org with name, address, phone, E-Mail address and request. Upon receipt of that request, THR shall send any addenda documents relating to this proposal to the requested contact.
- 1.9. An authorized representative of Bidder's firm must sign this RFP document. An unsigned proposal shall be disqualified.
- 1.10. Prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges shall be allowed.
- 1.11. All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Bidder.
- 1.12. Bidder assumes any and all risks involved with the method of dispatch chosen. THR assumes no responsibility for Bidder's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 1.13. All proposals and accompanying documentation become the property of THR and shall not be returned.
- 1.14. Exceptions to the Terms, Conditions and Specifications of this proposal must be noted in the space provided at the end of this proposal. Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or specified. The Three Rivers Community Schools reserves the right to accept or reject any exceptions based on the best interest of the THR.

2. PROPOSALS ARRIVING AFTER RECEIPT DEADLINE

- 2.1. Note that the RFP Receipt Deadline is local time, Three Rivers, Michigan 49040.
- 2.2. Late proposals will not be accepted. A proposal arriving after the deadline will be rejected, unopened.

3. WITHDRAWAL OF PROPOSAL

3.1. A proposal may be withdrawn by written notification delivered by mail, delivery service or

- e-mail provided such notice is received prior to the date and time set for the delivery deadline.
- 3.2. A request for withdrawal of a proposal received after the scheduled delivery shall not be considered.

4. PROPRIETARY INFORMATION

- 4.1. Three Rivers Community Schools is a public entity. Thus THR is subject to all State of Michigan laws regarding Public Records. Unless identified by law as confidential, ALL records are public and subject to inspection and copying by any person.
- 4.2. Upon selection of a successful bidder, the contents of all proposals will become public record. Bidders shall not include any proprietary content that they would not want to be released to the public.

5. MANDATORY BIDDER'S CONFERENCE / WALKTHROUGH

- 5.1. A **MANDATORY** Bidders' Conference / walkthrough will be held on **January 9th, 2024 at 1:00 pm Local Time EST**. Check-in with the main office at Three Rivers Administration Building, 851 Sixth Ave, Three Rivers, MI 49093. At this time representatives of THR will be available to answer questions regarding this RFP, you will have an opportunity to inspect the installation locations and receive drawings.
- 5.2. Prospective Bidders (or a representative) **MUST** be present at the Walkthrough.
- 5.3. Building Drawings with specific locations will be provided at this time. (can be requested electronically following the walkthrough by vendors with a representative present at the walkthrough.)

6. **INTERVIEWS**

6.1. THR reserves the right to require any or all Bidder(s) to make a presentation either in person, by conference call or by web conferencing that illustrates the Bidder's abilities relative to this effort and/or attend an interview session to gauge its suitability to provide services for this project. If so requested, the Bidder shall make its personnel available at a time to be scheduled if needed. No cost allowance shall be permitted for this requirement.

7. **GOVERNING LAW**

7.1. Should there be a contract, Bidder agrees that it shall be governed by and created in accordance with the laws of the State of Michigan. Subject to Paragraph 29, no action

involving this contract agreement may be brought except in a state court located in St. Joseph County, Michigan, USA.

8. SUSPENSION AND RESPONSIBILITIES

- 8.1. Bidder must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any state or federal department or agency.
- 8.2. Submission of a signed proposal in response to this solicitation is certification that Bidder's firm (or any Sub-Bidder) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also an agreement that THR will be notified of any change in this status.
- 8.3. Loss of Agreement and/or Inability to Fulfill Requirements
 - 8.3.1. If Bidder has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
 - 8.3.2. Termination for default is defined as notice to stop performance due to Bidder's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined Bidder to be in default.
 - 8.3.3. Bidder shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Bidder shall also present its position on the matter.
 - 8.3.4. THR shall evaluate the facts and at its sole discretion may reject the Bidder's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Bidder.
 - 8.3.5. If Bidder has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

9. TERMINATION OF CONTRACT

9.1. This contract may be terminated in whole or in part by THR for its convenience, but only after the Bidder is given not less than thirty (30) calendar days written notice of intent to terminate and an opportunity for consultation with THR prior to termination.

10. AMERICANS WITH DISABILITIES

10.1. THR acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. THR expects all Bidders to be knowledgeable about and comply with the requirements of the ADA.

11. **INSTALLATION**

11.1. The successful Bidder shall make good and at their expense any damage to the work of other trades caused by the installation to the satisfaction of the THR.

12. **REQUIRED INSURANCE COVERAGE**

- 12.1. The successful Bidder shall, at the Bidder's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The required insurance shall be in effect prior to the commencement of work by the successful Bidder and shall continue in force as appropriate until final acceptance by THR of the completion of this contract.
- 12.2. Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must be submitted to Three Rivers Community Schools to evidence the insurance policies and coverage required of the successful Bidder. The certificate must name Three Rivers Community Schools as the certificate holder. The certificate should be signed by a person authorized to bind coverage on its behalf. Upon renewal of the policies listed, successful Bidder shall furnish the Three Rivers Community Schools with replacement certificates.

13. WORKERS COMPENSATION COVERAGE

13.1. Successful Bidders shall have Workers Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000).

14. GENERAL LIABILITY INSURANCE

- 14.1. During the project, the successful Bidder shall maintain Comprehensive General Liability Insurance (occurrence form) with the following coverage through an insurance carrier(s) licensed to do business in the State of Michigan and having a current A.M. Best rating of A-:VII or better and approved by the Three Rivers Community Schools:
 - 14.1.1. Premises-Operations
 - 14.1.2. Independent Contractor's Protection

- 14.1.3. Products and Completed Operations
- 14.1.4. Broad Form Property Damage
- 14.1.5. Personal Injury (with Employee Exclusion deleted)
- 14.1.6. Blanket Contractual Liability
- 14.1.7. Property Damage Liability
- 14.2. Limits shall be equal to the amount carried by the successful Bidder, but shall not be less than two million dollars (\$2,000,000) per occurrence combined with single limits.
- 14.3. By endorsement to the required general liability policy and automobile liability policy, Three Rivers Community Schools must be named as additional insured for all liability arising from this contract. The Additional Insured Document (CG 20 10 11 85 or CG 20 26 11 85) should reference the RFP number.

15. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

- 15.1. During the project, Bidder shall maintain Comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Michigan and having current A.M. Best rating of A-:VII or better and approved by the Three Rivers Community Schools.
- 15.2. Limits shall be equal to the amount carried by the successful Bidder, but shall not be less than one million dollars (\$1,000,000) per occurrence combined with single limits.

16. PROFESSIONAL LIABILITY INSURANCE

16.1. During the project, Bidder shall maintain Professional Liability (Errors & Omissions)
Insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence.
The insurance required above may be provided under primary policies or by a combination of primary and excess policies.

17. LICENSE AND CERTIFICATION

- 17.1. Bidders must be licensed or incorporated to do business in the State of Michigan.
- 17.2. Bidder shall possess all applicable licenses and/or certifications to perform this type of service.

18. **VESTED INTEREST**

- 18.1. Bidders chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 18.2. The only benefit Bidder may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in Bidder's initial RFP response.

19. WARRANTY

- 19.1. Bidder warrants that the work shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.
- 19.2. Bidder further warrants that the work fulfills the requirements and intent of the entire contractual agreement inclusive of Bidder's RFP response.
 - 19.2.1. If work fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of THR, Bidder shall re-perform the work or portion of the work that is unsatisfactory at no additional expense to THR.
 - 19.2.2. All electronics and equipment requested in this project may not be refurbished or used. The district reserves the right to reject refurbished or used equipment.

20. **ASSIGNMENT**

20.1. Any attempt by Bidder to assign or otherwise transfer any interest in this agreement without the prior written consent of THR shall be void.

21. ATTORNEY'S FEES

21.1. The parties agree that in the event of a dispute, each party will bear its own costs of arbitration, litigation and attorney's fees.

22. **COMPLIANCE WITH LAW**

22.1. Bidder shall comply with all applicable federal, state and local statutes, regulations, ordinances and other legal requirements which may apply.

23. CONFIDENTIAL TREATMENT OF INFORMATION

23.1. Bidder shall preserve any information obtained, assembled or prepared in connection with the performance of this agreement in strict confidence.

24. COVENANT

24.1. Bidder covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. Further, Bidder covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

25. **DISPUTE RESOLUTION**

- 25.1. Any controversy or claim arising out of or related to the agreement or the breach thereof shall be settled by arbitration unless Three Rivers Community Schools, at its sole option, rejects arbitration by notifying Bidder.
- 25.2. If Three Rivers Community Schools reject arbitration, Bidder shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the Three Rivers Community School District.
- 25.3. Failure to effect service upon the Three Rivers Community School District within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 25.4. If the matter is arbitrated, Three Rivers Community Schools shall designate whether the rules of the American Arbitration Association or the rules of the Michigan Arbitration Association shall apply. Michigan courts may enter judgment on such awards.
- 25.5. The parties agree that any arbitrator may not award attorney's fees in any case.
- 25.6. Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the successful Bidder's response, and any agreement submitted by the successful Bidder, the language in this RFP shall take precedence.

26. **FORCE MAJEURE**

26.1. Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses

or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Bidder's inability to perform, THR may acquire from others said goods or services without incurring liability to Bidder.

27. PATENT INDEMNITY

27.1. Bidder agrees to indemnify and hold the THR harmless from any claim, including court costs and actual attorney fees, involving patent infringement or copyrights on goods or services supplied.

28. **PENALTIES / DEFAULT**

- 28.1. In the event that the Bidder defaults on the contract entered into pursuant to this RFP, the THR shall have the unilateral right, at its discretion, to terminate or cancel the contract entered into between the parties.
- 28.2. Additionally, if the bidder defaults on the contract entered into pursuant to this RFP, the THR is entitled to recover any upfront or non-recurring charges paid to Bidder pursuant to any contract.

29. **INDEMNITY**

- 29.1. Bidder agrees to indemnify and hold harmless THR, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and actual attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the negligence of Bidder, any Sub-Bidder of Bidder, or any officer, employee, or agent of Bidder.
- 29.2. The obligation of this section shall not apply to damages for which THR is/shall become liable by final judgment to pay to a third party as the result of the negligence of THR. Nothing herein shall constitute a waiver by THR of any and all rights and privileges under any governmental immunity act or related statute.

30. INTELLECTUAL PROPERTY

30.1. THR may request copies of the Bidder's drawings, written reports, or other works related to this project for the sole purpose of verifying that the Bidder is in compliance with the relevant specifications required in this RFP. The documents provided by the Bidder shall at all times remain the property of the Bidder.

31. NO THIRD-PARTY RIGHTS

31.1. Any contract entered into between the THR and the Bidder shall be for the sole benefit of THR and the Bidder.

32. NON-ENDORSEMENT

32.1. As a result of the selection of a Bidder to supply services, THR is neither endorsing nor suggesting that the Bidder's service is the best or only solution. Bidder agrees to make no reference to THR in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of Three Rivers Community Schools.

33. **RECORDS**

- 33.1. Records shall be maintained as required by a successful Bidder in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by THR.
- 33.2. At any time during normal business hours when THR deems it necessary, all records shall be made available to St. Joseph County educational agencies at a location in St. Joseph County, Michigan for examination with respect to all matters covered by any subsequent agreement.
- 33.3. Referenced educational agencies may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

34. **SEVERABILITY**

34.1. If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

35. **EXPENSES**

- 35.1. In the event that THR agrees to pay for any of Bidder's expenses directly related to this work, the following parameters shall apply:
 - 35.1.1. No overhead and/or profit shall be permitted.
 - 35.1.2. Bidders shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by THR policy, regulations, and procedures for its own employees.

36. **REJECTION OF PROPOSALS**

- 36.1. THR reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:
 - 36.1.1. Proposal lacks signature by an authorized representative of the Bidder.
 - 36.1.2. Evidence of collusion among Bidders exists.
 - 36.1.3. Bidder fails to meet terms and conditions as specified in the RFP.
 - 36.1.4. Evidence submitted by Bidder leads THR to believe that Bidder will be unable to carry out the obligations of the agreement and complete the work described.
 - 36.1.5. THR investigation determines that Bidder is not qualified to meet the obligations of the agreement and complete work described.
 - 36.1.6. Cost of services exceeds budgetary constraints.
 - 36.1.7. Bidder lacks proper system certification.

37. **REFERENCES**

- 37.1. THR reserves the right to investigate information supplied by Bidder to determine its accuracy.
- 37.2. Bidder supplied reference or customer list authorizes the THR to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

38. **PROPOSAL NEGOTIATIONS**

- 38.1. THR may open negotiations with responsive Bidders after submission of proposals and prior to award.
- 38.2. At its sole discretion the Three Rivers Community Schools reserves the right to award an agreement without negotiation based upon written proposals.
- 38.3. The Three Rivers Community Schools reserves the right to accept any proposal which it deems most favorable to the District and to reject any or all proposals or any portion of any proposal submitted which is not in the THR district's best interest.

39. **CONTRACT AWARD GUIDELINES**

- 39.1. THR reserves the right to waive any minor irregularities in proposals and/or agreements deemed to be in its best interest.
- 39.2. Three Rivers Community Schools reserves the right to award an agreement on the basis of cost, individual scope of work elements, groups of elements or all elements to a winning Bidder. At THR discretion, elements of the project could be assigned to multiple Bidders. Taking into consideration the specified evaluation criteria, THR will select the Bidder/s whose proposal is most advantageous to the THR.
- 39.3. All agreements are subject to approval by Three Rivers Community Schools Board and may require approval of their legal counsel.
- 39.4. Once awarded, this contract will be the final expression of agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 39.5. Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the successful Bidder's proposal, and any agreement submitted by the successful Bidder, the language in this RFP document shall take precedence.
- 39.6. THR reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

40. **RECOMMENDATION FOR AWARD POSTING**

- 40.1. It is the responsibility of the interested Bidder to obtain the Recommendation for Award.
- 40.2. The Recommendation for Award is posted on the following websites: www.trschools.org or www.sjcisd.org
- 40.3. Bidder may also obtain the Recommendation for Award by contacting THR by calling 269-467-5315 or E-Mail request to rfp-response@trschools.org

41. APPEAL BY UNSUCCESSFUL BIDDER

- 41.1. Any unsuccessful Bidder may appeal a pending Recommendation for Award.
- 41.2. Appellant must submit a written protest to the Three Rivers Community Schools Superintendent no later than six (6) calendar days after Recommendation for Award is posted. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.

- 41.3. Appellant may be required to post a bond with a good and solvent surety company authorized to do business in the State of Michigan or submit other security in a form approved by Three Rivers Community Schools, which will hold the bond or other security until a determination is made on the appeal. Such a bond must be submitted with the written protest to the Superintendent.
- 41.4. The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- 41.5. If Appellant is not satisfied with the response, Appellant may then appeal to an appeals committee designated by the Three Rivers Community Schools. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the Board of Education, who will render the final decision.
- 41.6. Appellant will not seek any type of judicial intervention until Three Rivers Community Schools has rendered its final decision on the protest.
- 41.7. The Three Rivers Community Schools is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by Appellant in the proposal appeal process.
- 41.8. Three Rivers Community Schools will stay any award action until after the Board of Education renders a final decision.
- 41.9. If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by Three Rivers Community Schools because of the unsuccessful appeal.

42. **BID BOND**

- 42.1. Every RFP shall be accompanied by a surety company certified bid bond or cashier's check made payable to Three Rivers Community Schools, 851 Sixth Ave, Three Rivers, MI 49093.
- 42.2. The amount of surety shall not be less than five percent (5 %) of the total RFP submitted. Said amount to be forfeited to Three Rivers Community Schools should the Bidder, to whom the contract is awarded, fail to enter into the contract in accordance with the RFP.
- 42.3. Surety of the successful Bidder shall be retained by Three Rivers Community Schools until replaced by a Performance Bond.
- 42.4. The successful Bidder will be required to secure Performance, Labor and Material bonds for all contracts at or exceeding \$50,000, from a surety company having a rating of A- or better, for the full amount of the Contract.

43. TERM OF AGREEMENT

- 43.1. Upon receiving approval from the THR Board of Education, it shall be the intention of the Three Rivers Community Schools to award a contract for the project identified in the scope defined in **SECTION B: PROJECT REQUIREMENTS AND SPECIFICATIONS**.
- 43.2. All required design, implementation and construction must be completed before June 30, 2024.

44. TIMELINE OF EVENTS

44.1. The following is the tentative schedule of events for the RFP submittal and selection process. THR reserves the right to change the schedule at any time.

RFP EVENTS	DATE
RFP Advertised	December 22, 2023
MANDATORY Bidders' Conference / Walkthrough @ Three Rivers Middle School 851 Sixth Ave, Three Rivers, MI 49093	January 9, 2024 1:00 pm Eastern
Responses to Questions Posted as "Addendum" (if any)	TBD (if applicable)
Proposals DUE @ Administration Building 851 Sixth Ave Three Rivers, MI 49093	January 24, 2024 12:50 pm Eastern
Bid Opening @ Administration Building 851 Sixth Ave Three Rivers, MI 49093	January 24 2024 1:00 pm Eastern
Finalist Interviews / Presentations (if applicable)	TBD (if applicable)
Board Approval	February 2024 (Day TBD)
Bid Awards	TBD
Project Completion Date	June 30, 2024
Start of Owner Certification and Approval	Upon Completion



45. **ENVIRONMENT**

- 45.1. This project will involve the installation of door access control hardware at Three Rivers Middle School and integration into the county-wide Lenel ADV system.
- 45.2. Scheduling of installation will require agreement with the school administration for any work being completed during school in-session hours.

46. **SCOPE OF WORK**

Approved vendors shall provide, install, configure and warranty door access control hardware systems at multiple locations at Three Rivers Middle School. The following list of main items of the installation and service shall not be considered all inclusive.

46.1. **General Overview**

- 46.1.1. Card Readers LENEL COMPATIBLE
- 46.1.2. **Door Hardware** required strikes and materials for electrical activation of doors.
 - 46.1.2.1. Additional **Door Contacts** shall be installed on certain doors alone.
- 46.1.3. Reader Interface LENEL COMPATIBLE interface for card readers. Shall be installed in the nearest data closet.
- 46.1.4. Power Supplies as required for system installation (PoE provided by Owner). Shall be installed in the nearest data closet.
- 46.1.5. **All electrical cabling to be completed by general contractor** in charge of a current renovation project.
- 46.1.6. One (1) existing AIphone intercom to be moved and connected for operation to another entrance. General contractor to take care of electrical cabling.
- 46.1.7. Warranty on hardware, readers and interfaces.
- 46.1.8. **Handicap accessibility buttons** Existing handicap buttons to be made functional with new door access control hardware.
- 46.1.9. Cat6 Ethernet connection to local patch panel including BLACK Panduit Mini-com jack, termination, and BLACK 1ft, and 3ft Cat6 patch cables for each connection.

46.2. **Owner Responsibilities**

- 46.2.1. Owner shall be defined as Three Rivers Community Schools or its designee.
- 46.2.2. Owner shall provide all necessary IP addresses for new IP devices.

- 46.2.3. Owner shall provide username and password for any devices in need.
- 46.2.4. Owner shall configure all PoE data drops for proper VLAN assignment and work with Vendor on any operational issues.

46.3. **Vendor Responsibilities**

- 46.3.1. Vendor shall be defined as the selected bid applicant.
- 46.3.2. Vendor shall provide all materials necessary for a functional system.
- 46.3.3. Vendor shall not connect any network cables into Network Switches unless authorized by a network engineer representing the Owner.
- 46.3.4. Vendor shall communicate with the Owner's project manager on a weekly basis at minimum.
- 46.3.5. Vendor shall install hardware in locations specified on the drawings provided at the walk through.
- 46.3.6. Vendor shall itemize parts and costs for each location in their bid response.

46.4. Middle School

46.4.1. Vendor shall itemize parts and costs for each door location in their bid response. Please use the table below to determine what is needed at each door location.

Three Rivers Middle School				
Door	Card Reader	Door Hardware	Cabling	Contacts
DOOR C101	Yes x2	Yes	No	Yes
DOOR C102A	Yes	Yes	No	Yes
DOOR C108A	Yes	Yes	No	Yes
DOOR C110A	Yes	Yes	No	Yes
DOOR C121A	Yes	Yes	No	Yes
DOOR C124A	Yes	Yes	No	Yes
DOOR A114A	No	No	No	Yes
DOOR A131A	No	No	No	Yes
DOOR A131B	No	No	No	Yes
DOOR A120A	No	No	No	Yes
DOOR B101A	No	No	No	Yes
DOOR B116A	No	No	No	Yes

DOOR B122A	No	No	No	Yes
DOOR B121A	No	No	No	Yes
DOOR B115A	No	No	No	Yes

46.5. Hardware Installation

- 46.5.1. Vendor shall supply all necessary materials to result in secure, weather-proof and tamper-resistant installations.
- 46.5.2. Vendor shall use Velcro ties or hook and loop strapping to dress and secure all wiring for this installation. NO Ty-Wraps, Zip ties, wire twists, etc. shall be allowed. They may be used temporarily while pulling cabling, etc; however, they MUST be removed prior to project approval.
- 46.5.3. Wiring shall meet all applicable laws, codes, ordinances and regulations.
- 46.5.4. External penetrations shall be angled down so as to not seep moisture and shall be sealed to protect against moisture or insects from entering the building, and shall be sealed with appropriate weatherproof and fire retardant materials.
- 46.5.5. Fire-Rated penetrations shall meet all local and state codes. Sleeves shall maintain integrity of the structure and shall be sealed and firestopped with appropriately rated removable materials.
- 46.5.6. All internal penetrations shall be sealed with removable sealant (no foam fire-stopping shall be used).
- 46.5.7. All internal penetrations shall be EMT sleeves with protective edges.
- 46.5.8. EMT sleeves shall maintain fill ratios of no greater than sixty (60) percent.

46.6. **Configuration**

- 46.6.1. Vendor shall configure each door's hardware for use in the OnGuard 8.0 software.
- 46.6.2. Vendor shall provide documentation showing Brand, Model, MAC Address, IP Address assigned and location installed. Owner shall share a Google Sheet with the Vendor for entry of this information.

46.7. **Testing**

46.7.1. The Vendor shall verify and demonstrate to the District that all hardware, software, cabling and all other system components are functioning according to RFP specifications.

46.8. **Identification and Labeling**

- 46.8.1. Labeling shall clearly identify all components of the system, cables and panels.
- 46.8.2. The labeling system shall designate a unique identifier for the cable.
- 46.8.3. Vendor shall work with the Owner on identification details.
- 46.8.4. All label printing shall be machine-generated. NO handwritten labels shall be allowed (cables may be hand-identified for installation purposes but must be re-labeled with a machine-generated label prior to acceptance)
- 46.8.5. All cabling shall be labeled within 6 inches of its origin and termination point.
- 46.8.6. All labeling information shall be recorded on the As-Built drawings.
- 46.8.7. All test documents shall reflect the appropriate labeling scheme.

46.9. **Ethernet Cabling**

- 46.9.1. Commscope, General or equivalent Tier 1 grade.
- 46.9.2. Riser-Rated Category 6A solid ethernet cable (unless otherwise specified).
- 46.9.3. Color shall be determined by installer except RED (reserved for Fire).
- 46.9.4. Wire color does NOT need to match jack color which shall be BLACK.
- 46.9.5. All cables shall be terminated as T568B-TSB.
- 46.9.6. Cabling shall never reticulate over sharp edges without appropriate protection and must follow proper bend radius per the manufacturer.
- 46.9.7. Cabling installed to data closet patch panels shall have sufficient slack to facilitate potential future relocation of that termination up or down by 4U and re-termination a minimum of two (2) times.
- 46.9.8. Coiling excess cable underneath racks or cabinets shall be deemed unacceptable.
- 46.9.9. Cables shall not be attached to equipment mounting rail of any rack.
- 46.9.10. J-Hook cable supports shall be suitable for use in ceiling space.
 - 46.9.10.1. The cable support must maintain a complete horizontal and vertical 1" bend radius.
 - 46.9.10.2. Cable shall be supported every five (5) feet.
 - 46.9.10.3. Fill shall not exceed 75%.

46.10. Consumables

- 46.10.1. Installer shall provide all consumables (J-hooks, Trapezes, Innerduct, Velcro Cable Ties, Grid Wire, Cable Ties, Ceiling Screws, Cables Saddles, Electrical Tape, Label maker Tape,) and any other not specifically mentioned but, necessary for the acceptable completion and delivery of the project.
- 46.10.2. Cable ties (ty-wraps) shall NOT be used.
 - 46.10.2.1. Note that cable ties (ty-wraps, zip ties, etc.) are permitted during installation, but MUST be replaced with velcro-style cable ties prior to project certification.

46.11. **Demolition / Preservation**

46.11.1. Ceiling Preservation

- 46.11.1.1. Vendor shall preserve all existing ceiling tiles.
- 46.11.1.2. Ceiling pad or tiles which are cracked, chipped, smudged, or otherwise damaged shall be replaced and re-installed at Vendor's expense in coordination with the Owner.
- 46.11.1.3. All ceiling tiles moved or removed by Vendor shall be reset by the Vendor.
- 46.11.1.4. The building and work area shall be returned to its original condition prior to final sign off of the project.

46.11.2. Wall Preservation

- 46.11.2.1. Installer shall coordinate with Owner regarding any raceway that shall be removed.
- 46.11.2.2. Vendor shall be responsible for Filling and Painting wall or ceiling spaces damaged due to Vendor actions. This shall not apply to items covered by newly installed conduit or surface boxes. Vendor shall coordinate paint type and color with the Owner and all Filling and Painting due to Vendor damage shall be at the expense of the Vendor.
- 46.11.3. The building and work area shall be returned to its original condition prior to final sign off of the project.

46.12. Alternates (Not Required)

46.12.1. —This section intentionally left blank—

47. SYSTEM WARRANTY

- 47.1.1. Vendor shall warrant all materials and equipment furnished under the contract are in good working order, free from defects and in conformance with system specifications. All installed equipment must conform to the manufacturer's official published specifications.
- 47.1.2. Vendor shall detail what is included and defined if provided by manufacturer or by Vendor in the standard warranty for each item proposed.
- 47.1.3. Vendor shall warrant Cameras and mountings for a minimum of one (1) year.
- 47.1.4. Telephone support and on-site support for warranty issues (as required)
- 47.1.5. Vendor shall provide warranty coverage hours and days.
- 47.1.6. Specify emergency warranty response service with a guaranteed response time for crisis events.
- 47.1.7. Specify equipment replacement procedures and schedules (onsite and depot parts repair and replacement).

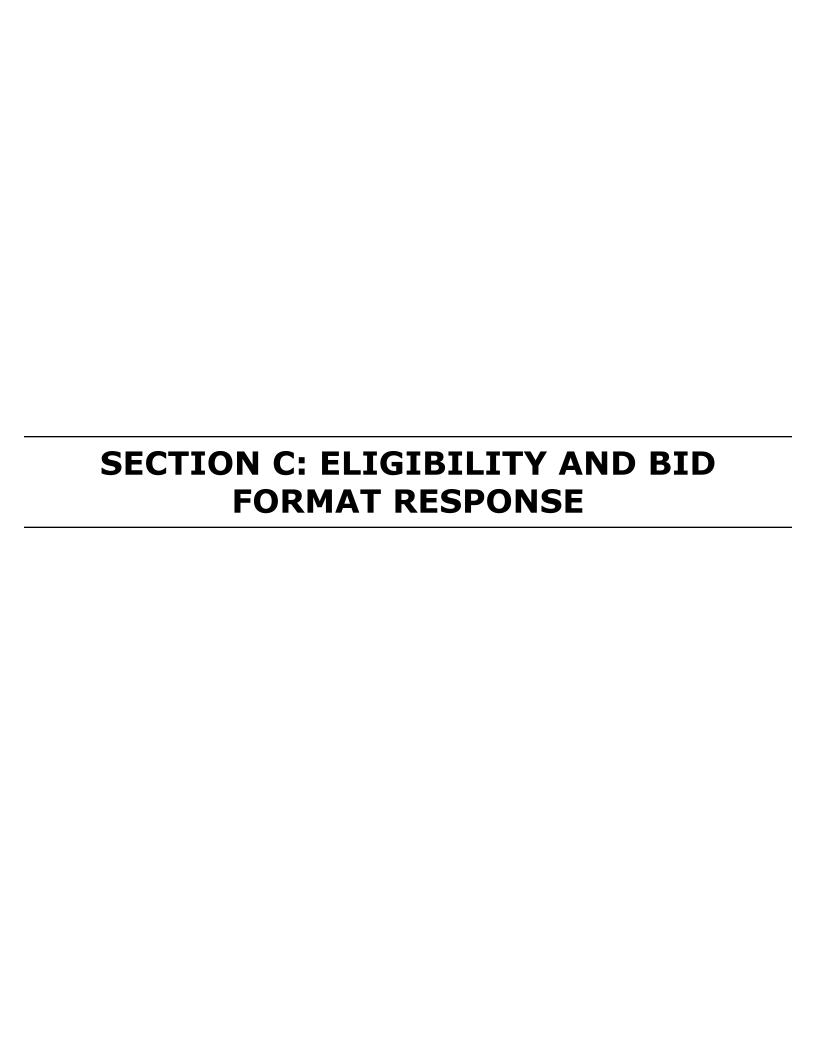
48. **BILLING AND PAYMENT**

- 48.1.1. Billing (progress) may be submitted monthly for equipment delivered and installed.
- 48.1.2. Total payments shall not exceed ninety (90) percent of the total Project Cost and ten (10) percent of the total Project Cost shall be retained.
- 48.1.3. Monthly billing shall reflect the 10% retained.
- 48.1.4. The ten (10) percent retainage shall be payable within thirty (30) days of receipt of all documentation and the final acceptance of the completed system by the Owner.

49. **CLOSEOUT DOCUMENTS / DOCUMENTATION**

- 49.1.1. Vendor shall provide the following:
 - 49.1.1.1. A copy of manufacturer's warranties for all system components including cabling.
 - 49.1.1.2. Operation manuals and specification sheets for all hardware and cabling.
 - 49.1.1.3. Operation manuals and training materials for all software.
 - 49.1.1.4. One (1) copy of test results for installed Ethernet cabling (if applicable)
 - 49.1.1.5. Two (2) copies of As-Builts in hard copy.

- 49.1.1.6. One (1) electronic copy of As-Builts in AutoCad or Visio format.
- 49.1.1.7. One (1) electronic copy of As-Builts in PDF format.
- 49.1.2. As-Built Documentation shall include:
 - 49.1.2.1. Building drawings showing the location of all installed hardware components.
 - 49.1.2.2. Cabling documentation showing cables associated with hardware installed.



50. **ELIGIBILITY**

- 50.1. Bidder's Proposal shall provide all of the information requested in this document.
- 50.2. Proposals with answers deemed by the District's evaluation committee to be incomplete will not be considered for an award.
- 50.3. Reference checks, Internet research and other methods shall be employed by the District to verify the ability of the Bidder to perform the proposal. Negative information may be presented to the Bidder for explanation prior to disqualification.
- 50.4. Each bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Respondent and any Consortium Districts/Libraries Board Members, ISD Board Members, Consortium Districts Superintendents, ISD Superintendents or District Librarians and must be filled out and returned with the Respondents response.
 - 50.4.1. All Respondents must complete and submit the (<u>ATTACHMENT E FAMILIAL DISCLOSURE AFFIDAVIT</u>) to confirm compliance.
- 50.5. "Public Act 517 of 2012 (effective December 31, 2012) enacted the "Iran Economic Sanctions Act", which prevents "Iran linked businesses" from bidding on a school district or ISD's request for proposals ("RFP"). This law requires that persons submitting bids certify that they are not an "Iran linked business," which is defined as either:
- 50.6. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- 50.7. Financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
 - 50.7.1. All Respondents must complete and submit the "Affidavit of Compliance Iran Economic Sanctions Act" (ATTACHMENT G IRAN ECONOMIC SANCTIONS ACT FORM) to confirm compliance.

51. SUBMITTAL FORMAT

- 51.1. Response shall be organized in the following format:
 - 51.1.1. Cover Sheet including:
 - 51.1.1.1. Document Name
 - 51.1.1.2. Document Number
 - 51.1.1.3. Bidding Organization

- 51.1.2. Transmittal letter on Bidder's letterhead including:
 - 51.1.2.1. Bidder's full name
 - 51.1.2.2. Address of Bidder
 - 51.1.2.3. Telephone number
 - 51.1.2.4. E-Mail Address
 - 51.1.2.5. Bidder's legal status (sole proprietor, partnership, corporation or other)
 - 51.1.2.6. Identification as a Local, Regional or National company
 - 51.1.2.7. Description and History of the Bidder's Organization
- 51.1.3. Bid Response Format and Checklist Attachment A
 - 51.1.3.1. This form shall be used as a guideline for response assembly and verification of all required bid material.
- 51.1.4. Complete Table of Contents
- 51.1.5. Reference Form <u>Attachment B</u> List K-12 Educational organizations first.
- 51.1.6. Signed Public Disclosure Form <u>Attachment C</u> (<u>REQUIRED</u> for Bid Acceptance)
- 51.1.7. Contacts / Exceptions / Proposal Signature Form Attachment D
- 51.1.8. Familial Disclosure Affidavit Attachment E
 - 51.1.8.1. Bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Board or the Superintendent of the District. The Board shall not accept a bid that does not include this sworn and notarized disclosure statement.
- 51.1.9. Iran Economic Sanctions Act Form Attachment F (REQUIRED for Bid Acceptance)
- 51.1.10. Bid Bond
 - 51.1.10.1. Include the surety bond issued for the project (**Section 42**)
- 51.1.11. Certificate of Insurance
 - 51.1.11.1. Include Certificate of Insurance for the project (**Section 12**)

51.1.12. Experience

- 51.1.12.1. Discuss Bidder's Experience with requested services and products.
- 51.1.12.2. Discuss Bidder's Experience working with K-12 Educational organizations.
- 51.1.12.3. Bidder shall list their applicable licenses and certifications pertaining to this project.

51.1.13. Personnel

- 51.1.14. This form shall be considered a summary and further detail of material and labor shall be included compliant with the defined scope of work.
 - 51.1.14.1. Identify Bidder's Personnel and their experience and certifications.
 - 51.1.14.2. Do you have background checks for your Employees?
 - 51.1.14.3. Do you have any Employees restricted from K-12 student contact?
 - 51.1.14.4. Do you have Employees that live or pay taxes in St. Joseph County, MI?
- 51.1.15. Contractor and Subcontractor Listing
 - 51.1.15.1. Submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.

51.1.16. Project Approach

- 51.1.16.1. Describe the approach to be taken including, but not limited to, how the project will be organized, number and types of staff involved.
- 51.1.17. Compliance with Minimum Qualifications
 - 51.1.17.1. Please provide a narrative to demonstrate how your company meets and/or exceeds the minimum qualifications listed in the RFP.
- 51.1.18. Proposed Scheduling
 - 51.1.18.1. Provide a schedule of events that clearly indicates the time sequence for tasks that are required to perform major components of the scope of work.
- 51.1.19. Costs Provide the following cost information
 - 51.1.19.1. Schedule of fees applicable to this effort to achieve the desired results.

- 51.1.19.2. Itemize materials and costs as defined in the scope of work.
- 51.1.19.3. Itemize costs as related to significant events that are identified in the Bidder's schedule and indicate a grand total.
- 51.1.19.4. Any proposed material or equipment is to be included F.O.B. destination and freight shall be included in the price of the item(s).
- 51.1.19.5. Rate chart applicable for potential expansion of scope of work.
- 51.1.19.6. If travel is required, non-local firms shall indicate estimated travel expenses applicable to this effort. Bidders shall indicate if any travel will be required.
- 51.1.19.7. Bidder shall provide an hourly rate for future unidentified criteria, support services and consulting services when requested.
- 51.1.19.8. Define unit of measure, if applicable.

51.1.20. Signed Copy of Addendums

51.1.20.1. Provide a copy of all issued addendums with signature of receipt to indicate compliance.

51.1.21. Proposed Agreement

- 51.1.21.1. Provide a copy of any proposed agreement form.
- 51.1.21.2. THR cannot accept any agreement that includes a specific cancellation clause that is in conflict with **Section 9.0 TERMINATION OF CONTRACT**.
- 51.1.21.3. Unless otherwise identified as such, THR's contract / RFP language takes precedence in all cases.

51.1.22. Miscellaneous Vendor Documentation - **OPTIONAL**

- 51.1.22.1. This may include any information about the proposed project including but not limited to:
 - 51.1.22.1.1. Product Information
 - 51.1.22.1.2. Vendor Information in addition to what was requested
 - 51.1.22.1.3. Detailed and annotated copy of the RFP



ATTACHMENT A - BID RESPONSE FORMAT AND CHECKLIST

Cover Letter	
Transmittal Letter	
Bid Response Format and Checklist (ATTACHMENT A)	
Table of Contents	
Reference Form (ATTACHMENT B)	
Public Disclosure Form (ATTACHMENT C)	
Contact Person Form/Proposal Signature (ATTACHMENT D)	
Familial Disclosure Affidavit (ATTACHMENT E)	
Iran Sanctions Form (ATTACHMENT F)	
Bid Bond	
Certificate of Insurance	
Experience / Personnel	
Contractor / Subcontractor Listing	
Project Approach	
Compliance with Minimum Standards (Qualifications)	
Proposed Schedule	
Detailed Materials & Costs Listing	
Signed Copy of Addendum(s)	
Proposed Agreement (Optional)	
Miscellaneous Vendor Documentation (Optional)	

ATTACHMENT B - REFERENCES

Company Name	
Contact Person	
Address	
Phone	
Fax Number	
Email / website	
Description of service provided	
_	
Company Name	
Contact Person	
Address	
Phone	
Fax Number	
Email / website	
Description of service provided	
Company Name	
Contact Person	
Address	
Phone	
Fax Number	
Email / website	
Description of service provided	

ATTACHMENT C - PUBLIC DISCLOSURE

Firi	m Name:						
Ιh	ereby certify that I unde	erstand:					
	THR employees shall not receive unlawful compensation, commission or personal profit in the course of performing THR duties.						
	THR positions may not be used for unlawful purposes or personal gain.						
	 I further certify that company, company Community School Community School sheets may be attach 	officers, and key e District board or sta District authorizing	mployees with c aff members and officials. Please	urrent and former discurrent and formed complete the formed comple	er Three Rivers		
	Company/Employee	Position	Date of Hire	District Official / Board Member	Relationship / Interest		
inte	ereby acknowledge that erest with regard to my ntract/agreement.			•			
Sig	nature:	m Representative					
Titl	e:	·		Date:			

ATTACHMENT D - CONTACT INFORMATION

Firm Name:		
Contract Point-of-Contact Name:		
Address:		
City:	State:	Zip Code:
Phone:	Fax:	
E-Mail:		
EXCEPTIONS TO THE TERMS, CONDITION	ONS AND SPECIF	ICATIONS
Exceptions to the Terms, Conditions and Sp Failure to note said exceptions shall be inte the manner described and/or specified. If m referencing RFP title and number. This form	rpreted to convey nore space is requi	that Bidder shall propose to perform in red, please attach additional sheet(s)
PROPOSAL SIGNATURE By signing this Proposal, I acknowledge the		
 I am an authorized agent for Bidder. 	Tollowing.	
 Bidder has read, understands and ag accompanying documents. 	rees to the terms	and conditions in this RFP and
Bidder intends to supply the material	s and/or services	specified herein.
Bidder shall provide, execute, and make a second of the shall provide.	aintain insurance p	policies as specified herein.
 Bidder shall comply with all federal, s statutes, other regulations and require 	• • • • • • • • • • • • • • • • • • • •	ounty, Three Rivers Community School
Authorized Signature	 Prii	nt Name
 Title		

ATTACHMENT E - FAMILIAL DISCLOSURE AFFIDAVIT

pursuant to the familial disclosure requiremer District (the "School District") Request for Prope provided below, no familial relationships exist be	er of (the "Respondent"), ats provided in the Three Rivers Community School osals, hereby represents and warrants that, except as etween the owner or any employee of the Respondent, he School District or the Superintendent of the School ee Rivers Community Schools.
<u>List any Familiai Relationsinps:</u>	
	RESPONDENT:
	By:
	Its:
	113.
STATE OF MICHIGAN)) ss. COUNTY OF)	
This instrument was acknowledged before me on	theday of2022, by
	, Notary Public
	County, Michigan
	My Commission Expires:
	Acting in the County of:

ATTACHMENT F - IRAN ECONOMIC SANCTIONS ACT FORM

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of _______ (the "Respondent"), pursuant to the compliance certification requirements provided in the SJC Schools Wide Area Network hereby certifies, represents and warrants that the Respondent (including its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event that the Respondent is awarded a Contract as a result of the aforementioned RFP, the Respondent will not become an "Iran Linked Business" at any time during the course of performing under the Contract.

The Respondent further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater, and the cost of the Applicant's investigation, and reasonable attorney fees. Moreover, any person who submitted a false certification shall be ineligible to bid on any of the Applicants RFP for three (3) years from the date it is determined that the person has submitted the false certification.

	RESPO	NDENT:		
	Name o	f Respondent		
Ву:	Its:		Date:	
STATE OF)	_			
COUNTY OF)	S.			
This instrument was acknowledged		on the day of _	, 2022)
by				_, Notary Public
			County,	
		Му	Commission Expires	5:
		Act	ing in the County of	:

LOCATION DRAWINGS

This section has been removed per Homeland Security Recommendations.

Building drawings with the specific location information shall be available at the Bidder's Conference / Walkthrough. A Representative shall be present due to the complexity of the project requirements.

Qualified Vendors may also request electronic copies by sending an e-mail request to rfp-response@trschools.org