



REQUEST FOR PROPOSAL

RFP 102009

Bay County
On behalf of Emergency Management & Homeland Security
Division Region 3

THOMAS HICKNER
BAY COUNTY EXECUTIVE

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

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDERS LIST.

DATE OF REQUEST **NOVEMBER 16, 2009**

REFERENCE PROPOSAL NUMBER **RFP 102009**

PROPOSED DATE/TIME REQUIRED **DECEMBER 4, 2009
2:00 P.M.**

SUBMIT PROPOSAL TO: **BAY COUNTY FINANCE DEPT.
ATTN: FRANCES HORGAN
BAY COUNTY BUILDING
SUITE 713
515 CENTER AVENUE
BAY CITY, MI 48708-5128**

MARK PROPOSAL: **“TUSCOLA COUNTY PROJECT 08-00101-09
VHF PORTABLE “TWO-WAY” RADIOS
DELIVER TO THE FINANCE
DEPARTMENT IMMEDIATELY”**

The Bay County Finance Department is soliciting sealed proposals on behalf of Emergency Management & Homeland Security Division Region 3 – Tuscola County for the following:

A turnkey solution to provide Kenwood portable radios to support Fire, Department of Public Works and administration radio communications needs

Tuscola County is creating a separate VHF system to augment the current 800 trunking system traffic and congestion. The requested equipment is as follows:

1. Kenwood model TK 2202 LV, 16 channel portable radios with battery, antenna and fast charger. These radios are to include KMC 17 speaker/microphone with built-in miniature ear jack.
Qty – 133 each
2. KMB-25 six unit charger to support the KCS-35K fast rate unit chargers. Qty – 26
3. Program all radios with customer supplied frequency and tone code templates.

REQUIREMENTS OF BIDDER:

1. All bids must be good for ninety (90) days after the previous stated proposal date.
2. Bids will only be accepted on the attached form. (SEE ATTACHMENT A)
3. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. (SEE ATTACHMENT B)

GENERAL INFORMATION:

1. **ADDENDA:** All additions, corrections or changes to the solicitation documents will be made by addenda only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked to immediately send contact information by email to Frances Horgan, Bay County Purchasing Agent, at horganf@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **TAX-EXEMPT STATUS:** Emergency Management and Homeland Security Region 3 are tax exempt entities. A tax exempt form will be provided to the successful bidder.
4. **RESPONSIBILITY:** Bidders are solely responsible for ensuring their quote is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of quote shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Suite 701, Bay City, MI 48708.

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

5. **INSURANCE:** The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.

- c. Motor vehicle liability insurance required by Michigan law including no-fault coverages for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the contractor's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$500,000 each occurrence and mandatory \$1,000,000 annual aggregate and property damage limits of not less than \$1,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. The contractor has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, shall be filed with the County prior to commencement of the project. These certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled without 30 days prior written notice to the County.

The following wording shall appear on the certificates of insurance:

“It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to Bay County.”

Commercial general liability as described above shall include an endorsement stating the following shall be ADDITIONAL INSURED:

“It is understood and agreed that the following shall be additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers”.

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage be primary, contributing, or excess.”

- 6. Proposals must be returned no later than **December 4, 2009 at 2:00 P.M. in a sealed envelope clearly marked "TUSCOLA COUNTY PROJECT 08-00101-09 VHF PORTABLE "TWO-WAY" RADIOS --- Deliver to Finance Department Immediately."** The same should be mailed or hand delivered to the Bay County Finance Department, Bay County Building, 7th Floor, Bay City, Michigan 48708. The County **will not** accept proposals sent by FAX machine or E-mail.
- 7. **NON-DISCRIMINATION:** In accordance with the Constitution of the State of Michigan 1963, Article I - Declaration of Rights, § 26.-Affirmative action, the County shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. As permitted by the Constitution, the County will utilize bona fide qualifications based on sex that are

reasonably necessary to the normal operation of public employment, public education, or public contracting. The County may suspend compliance with § 26 where such action must be taken to establish or maintain eligibility for any federal program, if ineligibility would result in a loss of federal funds to the County.

Except as modified in the preceding paragraph, any individual or business entity providing goods and/or services to Bay County shall be required to comply with current provisions of the Equal Opportunity Act. For Individuals with Disabilities (42 USCA § 12101 et seq.) and Equal Employment Opportunities (42 USCA § 2000e) in projects receiving federal assistance; and the Elliot-Larsen Civil Rights Act (MCL 37.1201 et seq.) and the Michigan Individuals with Disabilities Civil Rights Act (MCL 3701101 et seq.). Such individual or business entity shall not discriminate against any individual with respect to hire, tenure, terms, conditions or privileges of employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant except as modified by Constitution Article 1, §26, shall be regarded as a material breach of any transaction or agreement between Bay County and the individual or business entity. The county shall vigorously enforce these covenants through use of sanctions available within the Bay County Purchasing Policy or legal action.

There will be a public bid opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.

In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the bid to the lowest price/highest qualified bidder. If a bidder disagrees with this intent, the bidder may obtain from the Finance Department, a bid protest form, which must be completed and returned to Frances Horgan, Bay County Purchasing Agent, Bay County Finance Department, 7th floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, (989) 895-4037 within ten (10) working days from the date of the notice of intent to award.

The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low priced/highest qualified bid.

The County's award of any bid is subject to and conditioned upon the approval of a formal agreement for products and services between the county and the selected bidder within the (10) days after the date that the bidder receives such agreement, if any, from the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement and that this RFP does not necessarily include every term and provision which shall appear in the formal agreement. In the event that the bidder fails to execute the formal agreement within said time period, the County may reject the selected bidder, and proceed to accept another qualified bid, or reject all bids.

Invoices submitted to Bay County are processed two (2) times per month approximately on the 15th and the last working day of each month.

The County will provide the successful bidder a tax exempt certificate and federal I.D. number.

ADA Assistance: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon 10 days notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Michael Gray, Assistant County Executive for Administrative Services
Office of the Bay County Executive
Bay County Building
515 Center Avenue
4th Floor, Suite 401
Bay City, MI 48708-5128
(989) 895-4130
(989) 895-4049 TDD

Frances Horgan, Purchasing Agent
Bay County Finance Department
Bay County Building
515 Center Ave
7th Floor Suite 713
Bay City, MI 48708-5128
(989) 895-4037
Email: horganf@baycounty.net

**This qualification process will be conducted in conformity with the
Bay County Purchasing Policy**

BID SUMMARY

Description	Quantity	Price Each	Extended
Kenwood Model TK 2202LV, 16 channel portable radio, with battery, antenna and fast charger included	133	\$	\$
KMC 17 Speaker/Microphone with built in miniature ear jack	133	\$	\$
KMB-25 six unit charger to support the KCS-35k fast rate unit chargers	26	\$	\$
Program radios with customer supplied frequency and tone code templates	133	\$	\$
TOTAL BID AMOUNT		\$	\$

CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____