



**CITY OF BATTLE CREEK**  
**NOTICE OF REQUEST FOR PROPOSALS**

**RFP#: 2018-029R**

**TITLE: INTERIOR SURVEILLANCE CAMERAS AT TRANSIT**

**ISSUE DATE: TBD**

**PROPOSAL DUE DATE:** TBD but two weeks after pre-proposal meeting, at 4:00 PM Local Time

**LOCATION:** Purchasing Department  
10 N. Division Street, Suite 214  
Battle Creek, MI 49014

**Pre-proposal meeting:** TBD, but two weeks before due date  
339 W. Michigan Ave, Battle Creek, MI 49014 269-966-3474

**Purchasing Contact:** Chris Huff  
**Phone:** 269-966-1646  
**E-mail:** [chluff@battlecreekmi.gov](mailto:chluff@battlecreekmi.gov)

**Technical Contact &  
site visitation info:** Merritt Wilson  
**Phone:** 269-966-3355  
**E-mail:** [mwilson@battlecreekmi.gov](mailto:mwilson@battlecreekmi.gov)

**DESCRIPTION:** The City is soliciting proposals for the turnkey supply/installation of to provide Axis brand (or approved equal) surveillance cameras for interior areas. Most of the locations that need to be covered are indoor; however, there are some locations that, even though they are indoors, are in harsh environments where fumes and exhaust is present, like a garage at Battle Creek Transit, 339 W. Michigan Ave, Battle Creek.

Download this complete solicitation from our website at [www.battlecreekmi.gov](http://www.battlecreekmi.gov). Copies of the complete Request for Proposals documents may also be obtained from the Purchasing Department, Room 214, 10 N. Division Street, Battle Creek, Michigan 49014, (269) 966-3390.

Proposals must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered.

**PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS**

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## 1.0 GENERAL INFORMATION FOR THE RESPONDING FIRM

- 1.1 **ISSUING OFFICE:** This RFP is issued for the City of Battle Creek, Michigan (hereinafter referred to as the "City") through the Purchasing Office, which shall be referred to as the "Issuing Office."
- 1.2 **PROPOSALS:** All proposals received by the City in response to this RFP will be retained.
- A. Proposals must be signed by an individual authorized to bind the contractor to its provisions.
  - B. Proposals must arrive in the Office of the Purchasing Agent on or before the date and time indicated, Battle Creek time to be considered timely. Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of the proposal. Late proposals will not be accepted and will be returned to the proposer. The prevailing clock shall be [www.time.gov](http://www.time.gov).
  - C. All proposals submitted in response to this invitation shall become the property of the City. Proposals shall be a matter of public record available for review, unless an exemption is requested and approved, in advance, for protection of trade secrets. However, proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
  - D. Proposals are an irrevocable offer and may not be withdrawn within 90 days after the deadline for submission. Submission of clarifications and revised offers automatically establish a new 90-day period.
  - E. The City of Battle Creek is not liable for any costs incurred by contractors prior to issuance of a contract.
  - F. Before submitting a proposal, firms shall carefully examine the scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested.
- 1.3 **TENTATIVE SCHEDULE:** The City may deviate from this schedule. The City will not discuss the status of any proposal or the selection process. All proposers will be notified in writing of the City's decision.

Proposal Reviews:	TBD
Interviews, if applicable:	most likely not applicable, clarifications will be requested in writing.
Final Decision:	TBD

- 1.4 **PRE-PROPOSAL ASSISTANCE:** Merritt Wilson, 269-966-3355. Verbal responses are not a part of this solicitation. Answers to questions will be sent, via addendum, to all firms sent an RFP and will be posted on the City's website, [battlecreekmi.gov](http://battlecreekmi.gov). Please note pre-proposal conference information on the first page.
- 1.5 **AWARD OF CONTRACT:** This project will be awarded to a single contractor who submits the proposal determined to be the best value for the City, unless otherwise noted in this document. Notwithstanding any other provision of the Request for Proposal, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals, or portions thereof, for sound, documentable business reasons; or (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until the City executes them. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

- 1.6 **SPECIAL INFORMATION**
- A. Addenda to the RFP: In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all contractors who are recorded as having received the RFP. It shall be the Proposer's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all Proposers shall be bound by such addenda.
  - B. News Releases: News releases pertaining to this RFP or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Issuing Office.
  - C. Contract Compliance Program: The selected firm shall comply with relevant requirements of the City of Battle Creek's Contract Compliance/Affirmative Action Program. In addition, the firm selected must comply with all state and federal civil rights and equal employment opportunity laws.

- 1.7 **INDEPENDENT PRICE DETERMINATION**  
By submission of a proposal, the offeror certifies that in connection with this proposal:

- A. The fees in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other offeror or with any competitor; and,
- B. Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the offeror directly or indirectly to any other offeror or to any competitor; and,
- C. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.8 **CURRENCY:** Prices calculated by the Proposer shall be stated in U.S. dollars.

1.9 **DEFINITIONS:**

- A. The "City" – The City of Battle Creek
- B. "Contractor," "Vendor," "Firm," or "Proposer" - The firm submitting a proposal, ultimately responsible for any contract that results from this RFP.
- C. "RFP" – This Request for Proposals.

1.10 **INTERVIEWS:** The City anticipates establishing proposals in a competitive range based upon responses to the submittal requirements. If necessary, the City shall conduct interviews/demonstrations. However, the City may determine that establishing a competitive range and/or interviews/demonstrations are not necessary. Interviews will be evaluated on the anticipated quality and completeness of the finished product. Initial proposal scoring may be modified based on the interview/demonstration.

1.11 **FIRM QUALIFICATIONS:** Experiences with the City and entities that evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience. The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.

1.12 **CONTRACT AWARD:** A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's RFP. Proposals do not become contracts unless and until the City executes them. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

1.13 **DELIVERY:** Proposals shall include all charges for delivery, packing, crating, containers, etc. Prices Proposal will be considered as being based on F.O.B. Delivered, freight included.

1.14 **MICHIGAN CONSTITUTIONAL REQUIREMENT:** Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, The City or its general contractors 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 this Contract. This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonable necessary to the execution of this Contract. In the event of conflict between any term of this Contract and this section, the language of this section shall control.

1.15. **LIQUIDATED DAMAGES:** Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Unless otherwise provided in the Special Conditions, the Contractor will pay to the City for the liquidated damages and not as penalty one hundred dollars (\$100.00) for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any Contractor will pay the City for the liquidated damages herein before mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation or damages for non performance of this Contract at the time stipulated herein and provided for. The attention of Proposers is directed to the provisions and the General Conditions of contract requiring the Contractor to pay for all excess cost of field engineering and inspection as therein defined.

## 2.0 GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The Proposer agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of his or her actual or perceived race, color, religion, national origin, age, sex, height, weight, physical or mental disability, family status, sexual orientation, gender identity or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any and all claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement or otherwise provided shall in no way limit the terms of this indemnification provision. In case of any action or proceeding brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any and all previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is understood and agreed to that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material and necessary part of the contract. In case of conflicts, the following order shall prevail: 1) Addendum, 2) Specifications, 3) Special Terms and Conditions 4) General Terms and Conditions, 5) General Information.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this document or in the Proposer's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 ROYALTIES, PATENTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work.
- 2.12 SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 2.13 PATENTS, COPYRIGHTS:** All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Patents for any item created under this contract shall be assigned to the City.
- 2.14 MICHIGAN CONSTITUTIONAL REQUIREMENT**
- Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, City and its general contractors 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 this Contract.
  - This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonably necessary to the execution of this Contract.
  - In the event of conflict between any term of this Contract and this section, the language of this section shall control.
- 2.15 OTHER FEDERAL COMPLIANCE:** Where applicable (such as, but not limited to, Construction Managers) contractor shall comply with: Copeland Anti-kickback Act (18 U.S.C. 874); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

### 3.0 SPECIAL TERMS AND CONDITIONS

**3.1 KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

**3.2 CANCELLATION FOR CAUSE:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

- A. Cancel any contract:
- B. Reserve all rights or claims to damage for breach of any covenant of the Contract:
- C. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

**3.3 CANCELLATION FOR CONVENIENCE:** The City may terminate this contract at any time for any reason by giving at least 30 days' notice in writing to Contractor. If the contract is canceled by the City as provided herein, the Contractor will be paid a fair payment as negotiated with the City for the work completed as of the date of termination.

**3.4 PAYMENT:** Payment shall be made upon City approved 100% project completion, within 30 days following the submittal of a correct invoice.

**3.5 FIRM-FIXED-PRICE CONTRACT:** The prices in this contract are not subject to any adjustment on the basis of the contractor's cost experience or other circumstances arising during the performance of the contract.

**3.6 INSURANCE:**

a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers' Compensation:	\$ 100,000 or statutory limit
Commercial General Liability: Bodily Injury (including XCU if appropriate) Property Damage or Combined Single Limit	\$1,000,000 each occurrence
	\$1,000,000
	\$1,000,000
Automobile Liability: Bodily Injury Liability	\$ 300,000 each person
	\$ 500,000 each occurrence
	\$ 500,000
Property Damage or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as an **additional insured** on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation

or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

**3.7 PREVAILING WAGES/DAVIS BACON:** Required for this project. See attached wage rates at the end of this document. Contractor shall abide by all the requirements set forth in Section 208.09, PREVAILING WAGES ON CITY PROJECTS, of the City's Administrative Code. Certified payrolls must be submitted weekly.

**3.8. FEDERAL CLAUSES:**

Federal clauses referenced in Section VIII of this document are FTA's Construction Less than \$150,000 and are incorporated into this contract and form a material part of the contract. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Battle Creek requests that would cause the City of Battle Creek to be in violation of the FTA terms and conditions.

**3.9 EQUALS:** Bids submitted as alternates, as "equals," or on the basis of exceptions to specific conditions will be evaluated in the event that bid is the lowest bid, as a part of the bid review process. Bidders submitting an alternative bid, must include with their bid a clear explanation of how their product is equal to form, function, and quality of that which was specified in the solicitation. Detailed product or service literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase. The City has the sole right to determine what constitutes an equal, and its decision shall be final.

## 4.0 SUBMITTAL INFORMATION

### 4.1 SUBMITTAL TERMS AND CONDITIONS

- A. **Basic Submittal Instructions:** Each proposal received by the City in response to this RFP becomes the property of the City and:
1. Shall be signed by an individual authorized to bind the contractor to its provisions.
  2. Shall be submitted in a tightly sealed opaque envelope/box by the due date/time listed on the front page of this RFP. Box or envelope shall be clearly labeled as "Security Cameras, 2018-029R." Contractors should allow normal mail delivery time to ensure timely receipt of the proposal. Late proposals will not be accepted and will be returned to the proposer. The prevailing clock shall be [www.time.gov](http://www.time.gov).
  3. Shall be a matter of public record available for review, unless an exemption is requested and approved, in advance, for protection of trade secrets. However, proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
  4. Is an irrevocable offer and may not be withdrawn within 90 days after the deadline for submission. Requests for clarifications or revisions automatically establish a new 90-day period.
- B. **Proposal Costs:** The City is not liable for any costs incurred related to preparation of submittal proposals or travel costs related to interviews, or any other costs incurred prior to contract award and outside of the scope of this contract.
- C. **Exceptions To Contract Terms And Specifications:** Offeror shall clearly identify and reference by paragraphs any proposed deviations from the Contract Terms or Scope in the RFP. The exception shall include, at a minimum, the Offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Offeror's proposal, the City will assume complete conformance with this specification and the successful Offeror will be required to perform accordingly. Alternate written proposals submitted may be considered; however, the City will make final determination as to suitability and compliance with the scope of service. Proposals submitted not meeting all requirements may be rejected. Oral proposals will not be considered.

### 4.2 SUBMITTAL REQUIREMENTS (provide the following documents in a SEALED envelope/box):

- A. **One (1) original, unbound, reproducible and single-sided** (i.e., ready to insert into a copier with no clips, staples, bindings, cardstock, dividers, brochures, folders, business cards, etc.) copy of the following, in this order:
1. Your proposal, organized as requested in section 4.3 below
  2. Completed Price Sheet from this RFP
  3. SIGNED and completed offer section on the Offer and Acceptance Form
  4. Completed DBE forms contained in Attachment B, if applicable

Do not separate, divide, mark, staple, clip, or bind, any of the above documents. If these instructions are unclear, please contact the person listed in section 1.4 (page 3), Pre-Proposal Assistance.



### 4.3 EVALUATION CRITERIA:

All proposals received will be evaluated by the City of Battle Creek for selection purposes. The following main selection categories are listed in order of importance, though (b) Firm Qualifications and (C) Price carry equal weight. The response to this RFP shall focus on these criteria, and shall be submitted in the same order as requested and must contain, at a minimum, all of the items listed below:

#### A. SOLUTION 50 points

- Describe your recommended approach to this project. Include details such as position of all cameras, as well as specification and performance of all the cameras, all software and hardware.
- Describe the warranty of your system.
- Describe the training that is included in the cost.
- Describe your understanding of the requirements presented in this scope of work and your firm's demonstrated capability to perform the type of work requested

#### B. FIRM QUALIFICATIONS 25 points

- References for similar projects
- Years of experience/in business

#### C. PRICE 25 points

- Submit the Price Sheet attached herein. Price will be scored using this formula: lowest proposal price divided by price being evaluated times the total points allocated to price. Price will be scored based on Grand Total price. Price is less important than the other evaluation criteria as a whole.

#### D. INTERVIEW/DEMONSTRATION

- Interviews/Demonstrations will most likely not be necessary; however, if held, interviews will be evaluated on the anticipated quality and completeness of the finished product/materials described in the RFP. Evaluation scores may be adjusted based on the results of the interview.

### 4.4 EVALUATION COMMITTEE AND CONTRACT AWARD

The evaluation committee will likely consist of Rich Werner, Transit Manager, and Merritt Wilson, Maintenance Supervisor, and Mike Nofs, Information Systems. The City reserves the right to award to other than the lowest priced proposal.

## 5.0 SCOPE OF WORK

### Camera Installation:

- 2 Axis Brand (or approved equal) Non-Controlled Environment Cameras within the Storage Garage covering each entrance/exit.
- 4 Axis Brand (or approved equal) Controlled Environment Cameras within the Admin Building covering each of the 3 entrances/exits and the main hallway.
- 5 Axis Brand (or approved equal) Non-Controlled Environment Cameras within the Maintenance Garage. This number may increase based on vendor expertise and dependent on how the vendor approaches the capturing of the designated locations within camera view. These cameras cover the 3 entrances/exits, the timeclock/electrical/network gear area, and the wash bay.
- All wiring from cameras back to appropriate patch panels/wiring closets will be run by vendor and terminated in designated patch panels.
- Requirements:
  - Cameras are digital, and use PoE (PoE switch gear installed by the City) – no analog cameras or encoding analog cameras to digital
  - Cameras must integrate into our existing ExacqVision server
  - Any and all licensing to integrate is included
  - Non-Controlled Environment Cameras should have at a minimum Wide Dynamic Range for lighting in a vandalproof/weatherproof housing and work within the environments we designate.
  - Aiming, viewing setup will be done with City IT and Maintenance Supervisor's involvement.
  - Equipment should have a minimum 3-year warranty on parts and labor including quote for future maintenance agreement.

**6.0 PRICE SHEET (submit with proposal)**

All-Inclusive turnkey price for the system as proposed, including a minimum 3-year warranty & maintenance, Years 1-3 \$ \_\_\_\_\_

Annual maintenance year 4 \$ \_\_\_\_\_

Annual maintenance year 5 \$ \_\_\_\_\_

Annual maintenance year 6 \$ \_\_\_\_\_

GRAND TOTAL: \$ \_\_\_\_\_  
Prices will be evaluated on this price

*All-Inclusive price proposal is based on, but not limited to, installation, labor, overhead, profit, materials, FOB delivered, freight included, etc.*

### 7.0 OFFER TO CONTRACT (submit with proposal)

**TO THE CITY OF BATTLE CREEK:**

We hereby offer and agree to furnish the materials, transportation or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposals and any written exceptions in the offer. We understand that the items in this Request for Proposals, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that he/she has authority to submit this Proposal, which will result in a binding contract if accepted by the City of Battle Creek.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).**

**I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.**

\_\_\_\_\_  
Company Name

For clarification of this offer, contact:

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

---

### ACCEPTANCE OF OFFER:

The Offer is hereby accepted

Contract Term: \_\_\_\_\_

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposals, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2018-029R. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

**COUNTERSIGNED:**

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
City Manager Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**CERTIFICATE TO BE EXECUTED**

**IF**

**CONTRACTOR IS A CORPORATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor hereinabove; that \_\_\_\_\_ who signed the foregoing Agreement on behalf of the Contractor was then the \_\_\_\_\_ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_

(Corporate Seal)

**STATEMENT OF EXPERIENCE OF PROPOSER**

The Proposer shall state below the work of similar magnitude or character that he has done, and shall give references that will enable the City of Battle Creek to judge his experience, skill and business standing and of his ability to conduct the work as completely and as rapidly as required under the terms of this contract.

***PROJECT AND LOCATION***

***REFERENCES (include name and phone number)***

(1)	_____
	_____
(2)	_____
	_____
(3)	_____
	_____
(4)	_____
	_____
(5)	_____
	_____
(6)	_____
	_____
(7)	_____
	_____
(8)	_____
	_____
(9)	_____
	_____

**ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORMS**

**I. YOUR FIRM'S BACKGROUND:**

Is your firm an MBE (at least 51% minority ownership)?  YES  NO

Is your firm a WBE (at least 51% woman ownership)?  YES  NO

Are you subcontracting any part of this project?  YES  NO

**II. SUBCONTRACTING INFORMATION:** If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

**III. DBE RECRUITMENT ACTIVITY LOG:** List the MBE's and WBE's that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM APPROACHED, BUT NOT USED ON THIS PROJECT	City/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____

**ATTACHMENT B – DAVIS BACON**

General Decision Number: MI180079 01/05/2018 MI79  
 Superseded General Decision Number: MI20170079  
 State: Michigan  
 Construction Type: Building  
 County: Calhoun County in Michigan.

**BUILDING CONSTRUCTION PROJECTS** (does not include single familyhomes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date  
 0                      01/05/2018

ASBE0047-002 07/01/2016

Rates            Fringes

ASBESTOS WORKER/HEAT & FROST  
 INSULATOR.....\$ 30.22            16.48

-----  
 BOIL0169-001 01/01/2016

Rates            Fringes

BOILERMAKER.....\$ 33.88            30.39

-----  
 BRMI0009-031 08/01/2016

Rates            Fringes

BRICKLAYER.....\$ 27.69            16.93  
 TILE FINISHER.....\$ 21.79            11.04  
 TILE SETTER.....\$ 23.04            12.39

-----  
 CARP0525-003 06/01/2017



	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, and Form Work.....	\$ 22.15	19.30

-----  
 CARP1102-001 06/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 25.24	24.54

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 ELEC0445-011 05/29/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	19.38

-----  
 ENGI0324-002 06/01/2017

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 37.58	23.30
GROUP 2.....	\$ 34.28	23.30
GROUP 3.....	\$ 31.63	23.30
GROUP 4.....	\$ 29.92	23.30
GROUP 5.....	\$ 29.92	23.30
GROUP 6.....	\$ 24.06	23.30
GROUP 7.....	\$ 21.58	23.30

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.  
 Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or

longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Crane; Concrete Pump;  
 Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper;  
 Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over  
 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

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\* IRON0340-002 06/19/2017

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 24.43	24.67

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LABO0355-022 06/01/2016

	Rates	Fringes
LABORER Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Sandblaster.....	\$ 20.09	12.85
Pipelayer.....	\$ 20.34	12.85

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PAIN0312-002 06/01/2017

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 23.72	12.52
PAINTER: Drywall Finishing/Taping.....	\$ 23.72	12.52
PAINTER: Spray.....	\$ 24.92	12.52

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PLAS0016-007 04/01/2014

	Rates	Fringes
PLASTERER.....	\$ 21.18	12.43

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 PLUM0333-006 06/01/2017

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 35.89	21.13
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 35.89	21.13

FOOTNOTE:

Paid Holidays: Memorial Day, Independence Day and Labor Day,  
 if the employee works the work day preceding and following  
 the holiday unless proven illness or injury prevents the  
 employee from working.

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 ROOF0070-002 06/01/2017

	Rates	Fringes
ROOFER.....	\$ 27.80	13.79

-----  
 SFMI0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.87	15.84

-----  
 SHEE0007-004 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 31.26	19.71

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 SUMI2011-004 02/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.23	1.80
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93

LABORER: Landscape &

Irrigation.....	\$ 10.38	0.50
OPERATOR: Bulldozer.....	\$ 19.68	6.64
OPERATOR: Compactor.....	\$ 17.68	6.70
OPERATOR: Tractor.....	\$ 19.10	8.48
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 17.26	11.42
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Unlisted classifications needed for work not included within the scope of the classifications listed may be added afteraward only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**ATTACHMENT C – FEDERAL REQUIREMENTS**

Construction Less than \$150,000