



NILES

COMMUNITY SCHOOLS

Niles Community Schools

Request for Proposal - Niles Secure Door Access

Issue Date: May 8th, 2024

Proposal

Niles Community Schools is accepting bids for the purchase, installation, and configuration of a secure door access system and intercoms for .

Submission of Bid

Bids shall be submitted in accordance with the Bid Specifications. Sealed bids will be received by Jim Tyler, Director of Technology at the Administrative office located at 1 Tyler St, Niles MI, 49038 on or before **June 6th at 1pm (local time)**. At that time, all bids will be opened and read. The Board of Education will not consider or accept a proposal received after the due date. Questions and bid submissions should be directed to Jim Tyler, Director of Technology at jim.tyler@nilesschools.org. All questions and responses will be posted to the district website alongside the original RFP. All bid submissions should be submitted physically or electronically.

Each Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the contractor and any member of the Board of Education or the Superintendent of Niles Community Schools. The Board of Education will not accept a Proposal that does not include this sworn and notarized disclosure statement.

Each Proposal must also be accompanied by a sworn and notarized statement certifying that the contractor is not an Iran Linked Business. The Board of Education will not accept a Proposal that does not include this sworn and notarized statement.

The bid documents will be available at Niles Community Schools Administrative office on Monday, May 8th, 2024.

Right to Reject Bid

Niles Community Schools' Board of Education reserves the right to accept or reject any and all Proposals, either in whole or in part, to waive any informalities or irregularities therein, or to award the contract to other than the contractor(s) submitting the best financial Proposal (low bidder), in its sole and absolute discretion.

Award

It is the intent of Niles Community Schools to award the bid no later than **Friday, June 24th, 2024**. All equipment is to be installed operational, operational, and on site personnel trained no later than **January 30th, 2025**.

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the Bid Specifications and the bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein for the duration of any executed agreements.

The following criterion shall be considered in making an award:

1. Cost of equipment and maintenance/service agreement
2. Cost of installation and configuration
3. Conformity to listed equipment specifications
4. Delivery of equipment within requested time frame
5. Service and warranty provided
6. References

Niles Community Schools may select one or more experienced and qualified vendor(s) to proceed with the negotiation process from those submitting bids.

Bid Specifications

Instructions to Bidders

1. **Bidder must clearly state in the bid any exceptions to the enclosed specifications.** The listing of exceptions, if any, is mandatory. Any exceptions found in review not listed, could be a basis for rejection of the bid.
2. **The following items must be included in your bid price:**
 - a. The devices and systems offered including brand name, model number, and market introduction date.
 - b. Delivery and installation of any devices, including related network setup, configuration and connection to internal networking devices.
 - c. Instructions and in-services to individual school building personnel concerning operation of equipment on a mutually acceptable date as agreed to between the building administrator and Bidder.
 - d. Service/Maintenance of all devices and systems in good working condition, including but not limited to all necessary inspections, repairs, and adjustments.
 - e. Optional accessories necessary for the basic use of equipment.
3. **Bidders must clearly indicate the extent of warranties, guaranteed response time and ability to provide parts and services for the equipment on which they are bidding.** Bidders must provide written confirmation from the original equipment manufacturer that the manufacturer will provide full maintenance should the bidder be unable to do so over the life of the contract.
4. **The equipment is to be furnished in accordance with the specifications and deliveries are to be made only upon purchase order issued by Niles Community Schools.** The equipment is to be delivered to the individual schools in the location(s), and in the time frame(s) determined by the building administrators.
5. **It is understood that Niles Community Schools is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying to the products specified in this document.** Therefore, the prices quoted by the Bidder should not include any allocation for taxes.
6. **The Bidder must include the cost of embedded equipment management software (either as a perpetual or subscription license).**
7. **The attached bid proposal appendixes will cover the above instructions and must be completed and enclosed as part of the bid proposal.**

Scope of Work

It shall be the responsibility of the selected vendor/contractor to provide the configuration and unit quantities to all locations stated within this RFP. Niles Community Schools is not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work.

The awarded Bidder shall:

- Meet jointly with representatives of the District to exchange information and agree on details of equipment arrangements and installation.
- Have sufficient resources in order to complete the Scope of Work within the allotted time frame and shall, upon request, demonstrate that they have the resources necessary to complete the Scope of Work within the specified timeframe.
- Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables.
- Furnish all labor and materials for any additional electrical or network cabling requirements.
- Test (100%) all hardware for defects in installation and to verify performance under installed conditions.
- Provide installation, administration, testing, and “As-Built” documentation required from and/or maintained by the selected vendor/contractor during the course of the entire network electronic installation project.
- Provide proof of compliance with PREVAILING WAGES ON STATE PROJECTS (408.1101 - 408.1126) - <https://www.legislature.mi.gov/Home/Document?objectName=mcl-Act-10-of-2023>

Secure Door Access System Requirements

- The selected vendor shall provide and install a Secure Door Access System that is fully compatible and integrated with the Verkada Command Platform including:
 - Access Card Readers
 - Door Access Controllers
 - Installation of new Door Release Mechanisms
 - Integration with existing Door Release Mechanisms and Electric Latch Pullbacks
 - If integration with existing mechanisms is not possible, please include replacements for existing Door Release Mechanisms and remote release switches/buttons for office personnel.
- Provide licenses for the Secure Door Access Controllers for 10 years to match the District’s current licensing expiration of other Verkada Command devices.
- Provide 500 Access Cards compatible with the Access Card Readers and Verkada Command
- Provide software and hardware for printing Access Cards with employee identification information
- Vendor will run all necessary ethernet cables, cables between door access readers and door controllers, and equipment for installing the Secure Door Access Controllers

Secure Door Access System Door Type & Locations

Building	Exterior Doors	Interior Doors	Intercoms *Already Purchased	Door Controllers	New Strike Plates/Doors
Niles High School 1441 Eagle Street Niles, MI 49120 41.83602177 -86.23922024	9	8	1	8	0
Ring Lardner Middle School 801 N 17th Street Niles, MI 49120 41.8355036243 0843, -86.23360191	5	0	0	2	0
Niles Administration and Education Center (NAEC) 1 Tyler Street Niles, MI 49120 41.82309342 -86.23101748	4	3	3	4	0
Eastside Connections School 315 N 14th St Niles, MI 49120 41.83101375 -86.240710271	4	0	0	2	0
Howard Elementary School	8	1	1	6	0
Ballard Elementary School	5	0	2	2	1
Northside Child Development Center			2	1	1
Southside School	2	0	2	1	1

Projected Timeline

The selected vendor/contractor shall have sufficient resources in order to complete the Scope of Work, within the allotted time frame and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. Niles Community Schools is anticipating the project to be completed in accordance with the following Project Timeline. If unable to complete the project by the projected completion date due to supply chain constraints, please do so in the bid.

RFP available on-line or for pickup	May 8th, 2024
Pre-bid Meeting	May 29th, 2024
Sealed Bids Due (1:00pm)	June 6th, 2024
Sealed Bids Opened (1:00pm)	June 6th, 2024
Board Approval	TBD
Installation Begins	ASAP
Intended Installation Complete	June 30, 2025

Vendor Information

The following items are of interest to Niles Community Schools concerning each vendor. As a quality business relationship is important, each vendor should include anything else it feels Niles Community Schools should understand about its company and/or Bid. Please answer the following questions if they are applicable. If not, please explain why they are not applicable and also mark with a "N/A" response.

Required Attachments

- A. Bid Signature Page (Appendix A)**
- B. Familial Relationship Disclosure Form (Appendix B)**
- C. Certificate of Liability Insurance (Appendix C)**

- D. Required Contract Language – **(Appendix D)** Any deviation from the terms in the required contractual language, as well as any terms of this RFP, must be explained as a part of each vendor's bid. Deviations after a bid is submitted will be solved to the benefit of the district or result in the disqualification of a vendor as these contractual terms are considered by the district as material to the overall cost of this project.
- E. Equipment Specifications **(Appendix E)**. You must include electrical requirements as part of the specifications.
- F. Affidavit of Compliance **(Appendix F)**
- G. Terms and Conditions
- H. W-9 Form
- I. Service Guarantee

APPENDICES

Appendix A: Bid Signature Page

Appendix B: Familial Relationship Disclosure Form

Appendix C: Certificate of Liability Insurance

Appendix D: Sample Contract

Appendix E: Affidavit of Compliance

Appendix A: Bid Signature Page

I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the Invitation to Bid, Bidder Instructions, Scope of Work, Timeline Requirements, General Provisions, Awarded Contract Requirements, and Products and Services specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.

Submitted By:

Company Name: _____

Company Address: _____

City, State & Zip: _____

Telephone: _____

Fax: _____

Email: _____

Representative Name: _____

Title: _____

Signature: _____

Date: _____

Do not write below this line: For District Use Only

The following items are enclosed and/or included on the Proposal:

- Bid Signature Page (Appendix A)
- Proposal(s)

- Four (4) references, one (1) of which is a school or Niles Community Schools
- Bill of Materials (Appendix B)

- Familial Disclosure Affidavit (Appendix C)

Appendix B: Familial Relationship Disclosure Form

All Bidders must complete the following familial disclosure and attach this information to the bid.

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder and any member of Niles Community Schools Board of Education, Superintendent, School Director or Principal. Niles Community Schools will not accept a Proposal that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position and familial relationship or NONE.)

Signature(s): _____

Title: _____

Name of firm:

STATE OF MICHIGAN)

COUNTY OF BERRIEN

On this _____, 20 ____, before me a Notary Public in and for said county, personally appeared _____, agent of the said firm and who acknowledged the same to be his free act and deed as such agent.

Notary Public

Appendix C: Certificate of Liability Insurance

(\$1,000,000 minimum naming the district as an additional insured party.)

Appendix D: Required Contract Language

Niles Community Schools expects each vendor to include its appropriate purchase documents in its Proposal for consideration by Niles Community Schools. The following terms and conditions shall be included or incorporated into any purchase document between Niles Community Schools and the selected vendor. Notwithstanding the foregoing, in Niles Community Schools's sole discretion, the required contract language may be subject to negotiation if, for example, Niles Community Schools believes the Contractor's bid includes more favorable language. For purposes of these provisions, "Contractor" means the successful vendor; and "Agreement" means the contractual document entered into between Niles Community Schools and the successful vendor.

1. Insurance. Contractor agrees that it shall maintain commercial general liability and automobile liability coverage with minimum combined single limit, bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000.00) per occurrence/aggregate. Contractor further agrees that it shall maintain workers' compensation coverage with statutory limits and will also maintain employers' liability coverage with a limit of at least Three Hundred Thousand Dollars (\$300,000.00) for each accident. Niles Community Schools is to be included as an additional insured on both the commercial general liability and automobile liability policies. The general liability and automobile liability policies are to be issued on an occurrence- made basis and shall remain in full force and effect until the Agreement has been fully and finally completed. Contractor agrees to provide Niles Community Schools with current, valid insurance certificates evidencing required coverages under the Agreement with required policies or certificates of insurance properly endorsed to give School District at least thirty (30) days' notice of cancellation or material reduction of insurance coverage. Insurance provided by Contractor must be placed with insurers that meet a minimum Best financial rating of A:10.
2. General Indemnification. Contractor agrees to indemnify and hold harmless and defend Niles Community Schools, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees and agents; (ii) any breach of the terms of the Agreement by Contractor; or (iii) any breach of any representation or warranty by Contractor under the Agreement.
3. Intellectual Property Indemnification. Contractor agrees to indemnify, hold harmless and defend Niles Community Schools from and against any and all damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Niles Community Schools arising from claims of violation of U.S. copyright, patent or trade secret by any third party resulting from Contractor's or Niles Community Schools's use of any equipment, software, technology, documentation and/or data development in connection with the Agreement; provided that Niles Community Schools is not the sole cause of the claim, and further provided that Contractor has control over its defense or settlement, and Niles Community Schools provides reasonable assistance at the expense of Contractor in the defense of the same. Niles Community Schools retains the right to offset against any amounts owed Contractor under the Agreement, any such monies expended by Niles Community Schools in defending itself against such claims. Following written notification of an infringement claim, Contractor may, at its expense, and in its sole and absolute discretion (but without obligation to do so) either (i) procure for Niles Community Schools the right to continue to use the alleged infringing product; or (ii) replace, modify or provide substitute products to Niles Community Schools which are, in Niles Community Schools's sole opinion, of equal or greater quality to make it non-infringing; or (iii) refund to Niles Community Schools all monies paid to Contractor with respect to the infringing products, as well as all

reasonable losses related to the infringing product(s) and all reasonable expenses related to the installation and conversion to the new product(s).

4. **Acceptance Testing.** Within thirty (30) days of receipt of written notice from Contractor that installation and testing of the equipment and software is completed in accordance with the procedures outlined in the RFP, and upon receipt by Niles Community Schools of the Contractor's installation and performance report, which must include, but not be limited to, "As-Built" drawings and documentation verifying successful testing of the System(s), Niles Community Schools shall either accept or reasonably reject such equipment and software by written notice to Contractor. Any rejection shall expressly state the deficiencies giving rise to the rejection. Upon rejection of the equipment and/or software by Niles Community Schools, Niles Community Schools shall provide Contractor with reasonable access to the respective site(s) to correct deficiencies identified, which corrections shall be completed within ten (10) days of the date of access to the site(s). Upon correction, Contractor again shall provide written notice to Niles Community Schools that installation and testing is complete, and the acceptance/rejection process set forth above shall be repeated. This procedure shall continue until the installation of the equipment and software is accepted or finally rejected by Niles Community Schools. Upon final rejection by Niles Community Schools of the equipment and software, Niles Community Schools may, without prejudice to any other rights or remedies of Niles Community Schools, and after giving Contractor ten (10) days written notice, terminate the Agreement with Contractor. Nothing in this paragraph shall be construed to limit Niles Community Schools's remedies under any warranty set forth herein with respect to equipment and software. The equipment and software proposed shall be defined to be finally accepted by Niles Community Schools after meeting all requirements of the Agreement and the Contract Documentation (the "Final Acceptance"). Niles Community Schools or Niles Community Schools's representative shall be the sole judge of whether all conditions for Final Acceptance have been met and should confirm final acceptance via written notice within ten (10) days.
5. **Warranties.** The Contractor shall provide all applicable manufacturers warranties, including but not necessarily limited to, those identified in the RFP, Contractor's Proposal and all applicable bulletins and clarifications. All warranties are effective from the date of Final Acceptance. Contractor warrants that all components provided under the Agreement, whether installed initially or subsequently, shall be
 - a. newly manufactured equipment or assembled from newly manufactured parts; and (2) will be free from defects in workmanship or material for a period as specified in the Agreement and agreed to by Niles Community Schools in writing.
 - b. During the warranty period, Contractor shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to Niles Community Schools.
6. **Taxes.** Niles Community Schools is tax-exempt. Any and all taxes relating to the equipment or related services shall be the responsibility of the successful vendor.
7. **Shipping.** All shipping and insurance costs to and from Niles Community Schools site(s) shall be included in the Purchase Price. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. Contractor shall be responsible for all arrangements for the shipment and receipt of equipment to Niles Community Schools prepared site(s). Contractor shall provide all properly trained representatives to unpack all items of equipment and place this equipment in the proper locations. Contractor shall also be responsible for removal of all debris and packing materials from the site(s) resulting from the installation of the equipment.
8. **Governing Law.** The Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan.
9. **Nondiscrimination.** Contractor shall not discriminate against an employee or applicant for

employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or marital status. Breach of this covenant may be regarded as a material breach of the agreement.

10. Independent Contractor. In the performance of maintenance services under this Agreement, Contractor shall be regarded at all times as performing services as an independent contractor of Niles Community Schools, with no expectation of continued assignment to nor engagement by Niles Community Schools. Consistent with that status, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of the maintenance services of this Agreement and Niles Community Schools shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing such services under this Agreement. While the Contractor reserves the right to designate the means and methods of accomplishing maintenance services, nothing herein shall be interpreted as reducing or eliminating the obligation to appropriately provide such services to the level required by this Agreement. The failure to provide services to such level shall be a breach of contract.
11. Policies. Contractor agrees that any individuals it assigns to Niles Community Schools to perform maintenance services shall abide by applicable Niles Community Schools policies, including but not limited to, those related to safety, confidentiality, controlled substances, and emergency procedures.
12. Invoices. Contractor shall submit invoices in accordance with any approved process included in Contractor's response to the applicable RFP. Notwithstanding the foregoing, it is acknowledged and agreed that: (a) Niles Community Schools shall only be obligated to pay undisputed invoices/payment requests, (b) Niles Community Schools may reasonably dispute any invoice/payment request in good faith, (c) Contractor shall continue to fully and properly perform required services even if Niles Community Schools has reasonably disputed an invoice/payment request, and (d) the parties shall meet promptly to discuss any identified dispute regarding an invoice/payment request.
13. Background Checks. Niles Community Schools reserves the right to perform any independent criminal history background checks on Contractor's employees who may be performing services in Niles Community Schools facilities, consistent with applicable laws.
14. Damages. Contractor shall not undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about Niles Community Schools facilities which causes or is likely to cause injury or damage to any person or property or to the reputation of Niles Community Schools. Contractor shall be responsible, and shall pay and/or reimburse Niles Community Schools for all costs of repair or replacement, for any damage caused by Contractor.
15. Standard of Performance. Contractor shall perform all obligations and services described in this Agreement at least to the industry standard level of performance required for each such obligation and/or service.
16. Compliance with Laws. Contractor shall comply with any and all laws, rules, regulations, ordinances, and Niles Community Schools policies applicable to providing the services contemplated under this Agreement.
17. Incorporation. Niles Community Schools's Request for Proposal, with an issue date of January 7, 2020 ("RFP"), and accepted portions of Contractor's response to such RFP ("Response") are hereby incorporated by reference into this Agreement. In the event of any inconsistency or ambiguity between or among the Agreement, the RFP, the Response, or any other contract document, the terms most beneficial to Niles Community Schools, in Niles Community Schools's sole discretion, shall govern.

18. No Limitation of Liability, Waiver of Damages, or Indemnification. Superior to any other provision within this Agreement or any document incorporated by reference herein, it is understood and agreed that Niles Community Schools shall not, and shall not be required to: (a) limit Contractor's liability, (b) waive Niles Community Schools's right to recover any damages against Contractor, and/or (c) be obligated to indemnify Contractor or any other party for any loss or damage of any kind. Any contractual provision attempting to do any or all of the foregoing shall be deemed null and void.
19. Miscellaneous.
- a. Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.
 - b. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of both Contractor and Niles Community Schools.
 - c. Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.
 - d. This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.
 - e. If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

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

The undersigned, the owner or authorized office of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in Niles Community Schools’ (the “Niles Community Schools”) Request for Bids For Secure Door Access System (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contactor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Contractor 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, the cost of Niles Community Schools’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

CONTRACTOR:

Name of Contractor

By: _____

Its: _____

_____ Date: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____,

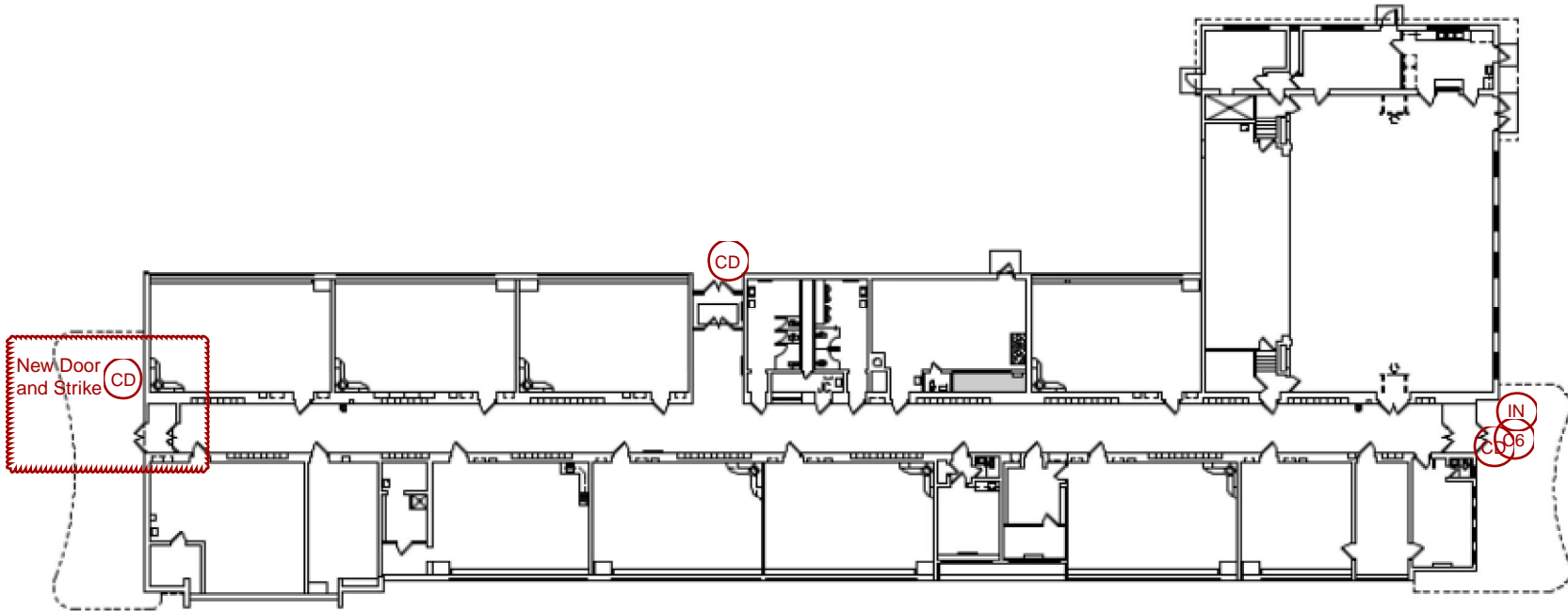
by _____.

Notary Public

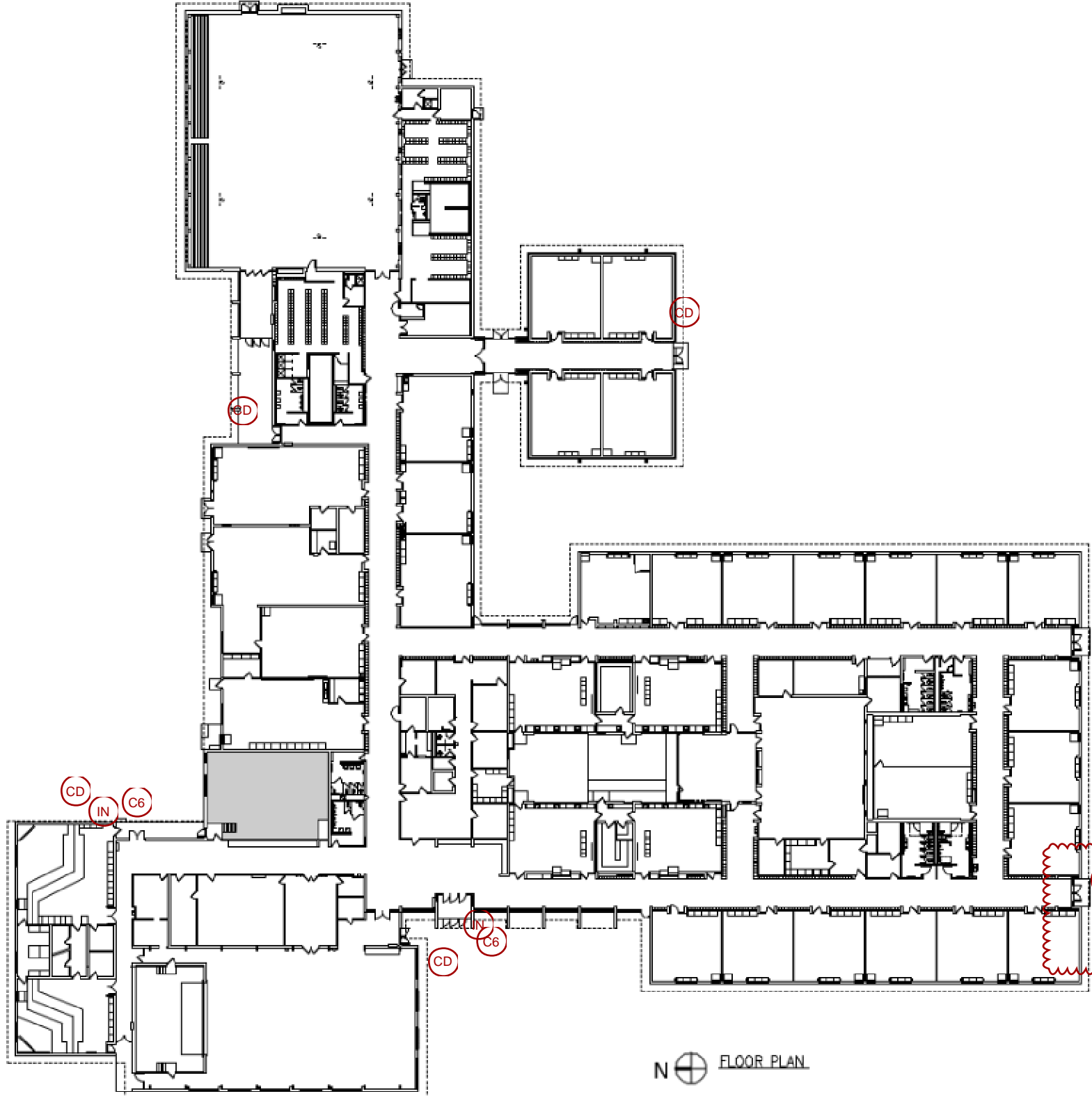
_____ County, _____

My Commission Expires: _____

Acting in the County of: _____



⊕ FLOOR PLAN



CD IN C6

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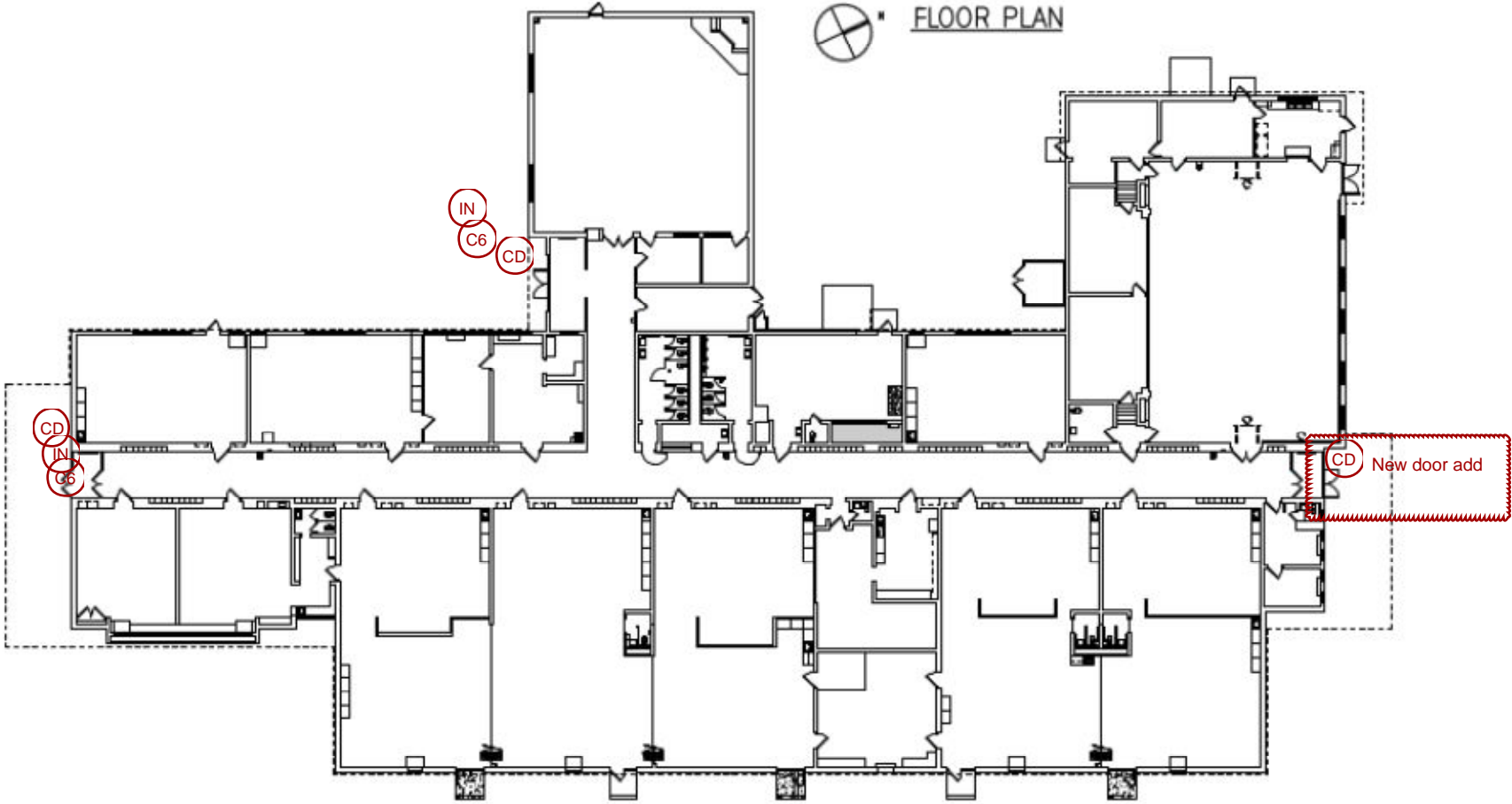
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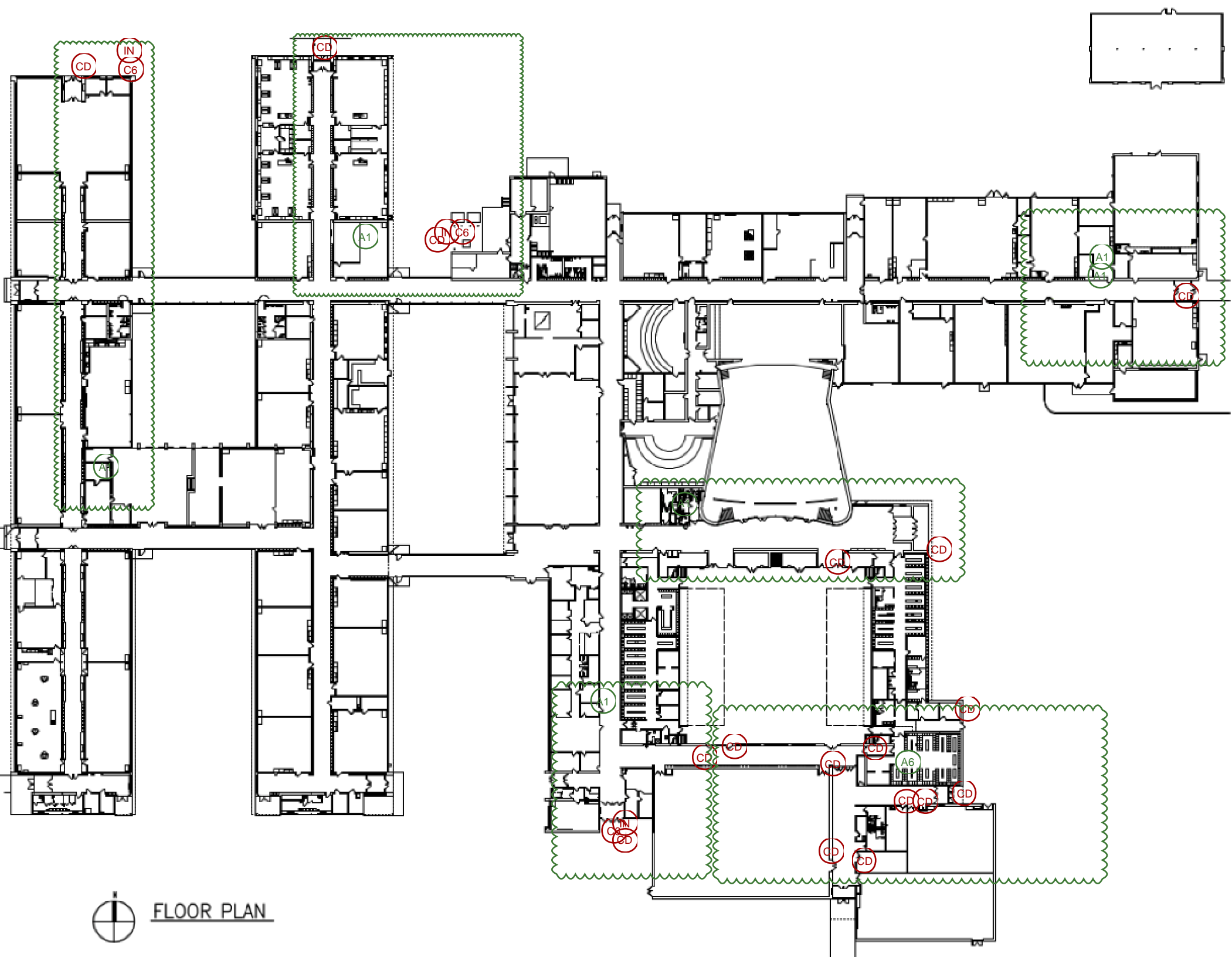
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New door and strike

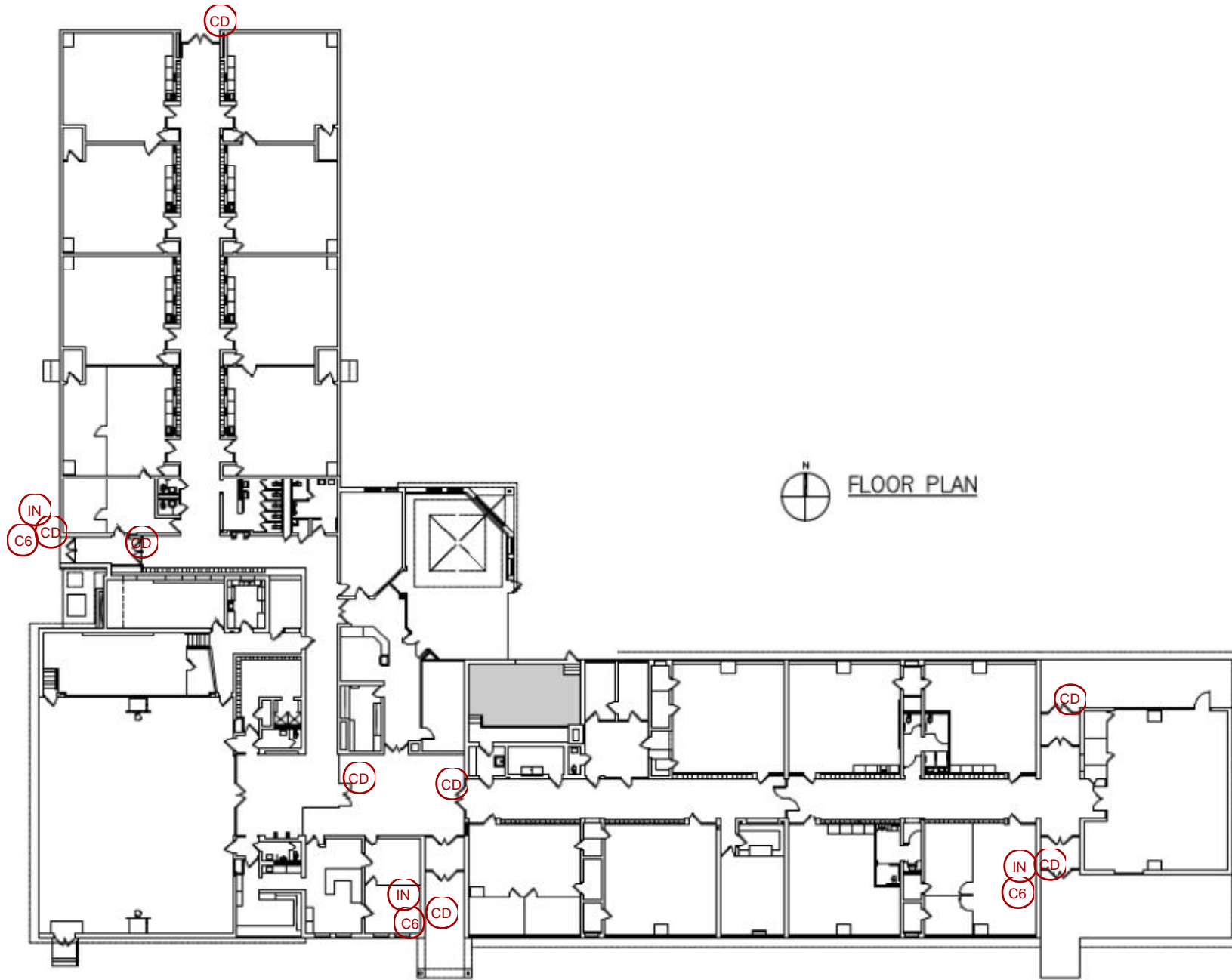
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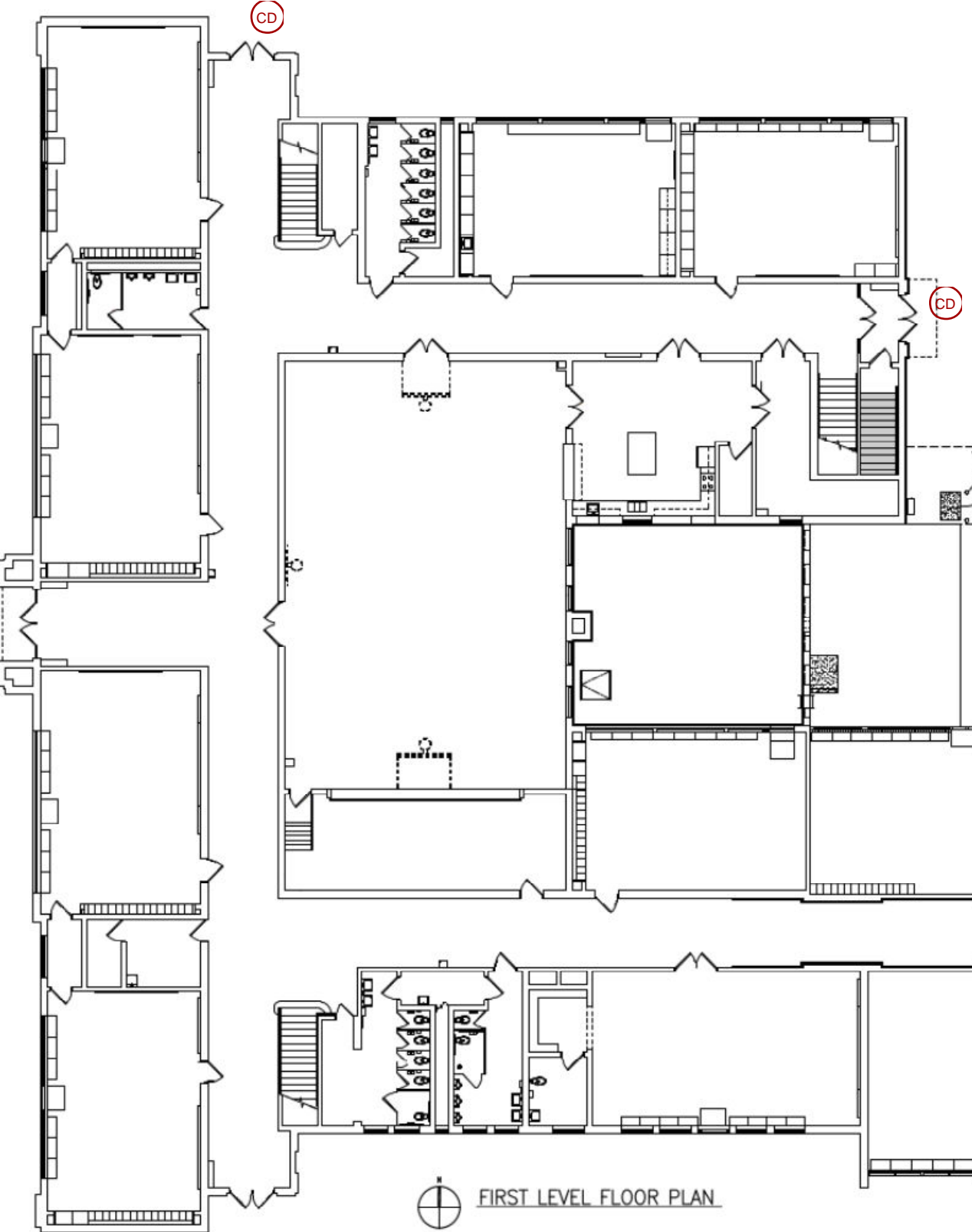
FLOOR PLAN



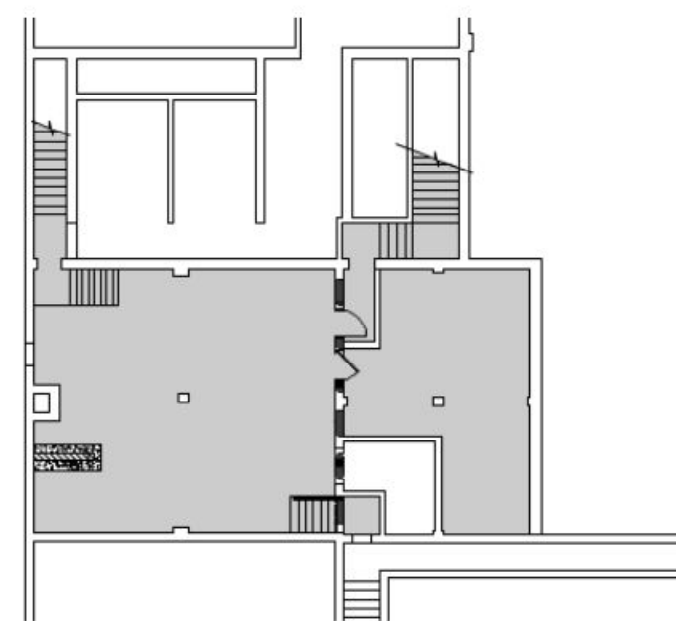


FLOOR PLAN





FIRST LEVEL FLOOR PLAN



LOWER LEVEL FLOOR PLAN

CD

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