



REQUEST FOR PROPOSALS
FOR
ROWAN COUNTY
Structured Cabling
2024-010

ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144
704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Sunday, October 30, 2023

Date Due: Monday, October 30, 2023, at 3:30 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

NOTICE TO CONTRACTORS

REQUEST FOR PROPOSALS

ROWAN COUNTY STRUCTURED CABLING

Rowan County is requesting proposals for structured cabling services for all Rowan County Buildings as needed. All proposals submitted for services must meet or exceed the time frame and the product/service specifications as outlined in this Request for Proposals (RFP).

Proposals for the Rowan County Structured Cabling Services will be accepted until Monday, October 30, 2023, at 3:30 PM ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Request documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8178
jody.farrow-bennett@rowancountync.gov
<https://www.rowancountync.gov/675/Purchasing>

Submission of any proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

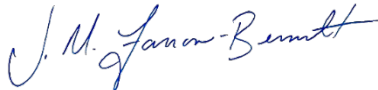
Insurance requirements are listed in the document and will be required only from the awarded vendor before entering into contract with Rowan County.

Once the RFP is public all questions related to the RFP shall be directed to the Purchasing Director. Any contact related to the RFP with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Rowan County reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the consult the RFP.

This is the 1ST day of October 2023.

Rowan County



By: Jody Farrow-Bennett
Rowan County Director of Purchasing
and Contract Administration

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1. Section 1: Introduction & General Instructions

1.1. Intent of Request for Bids

The purpose and intent of this Request for Proposal (RFP) is to contract for Structured Cabling Services for 25 Rowan County buildings. The following documents make up this Request for Bids:

- a. This Document
- b. Scope of Work
- c. Bidder Information Sheet
- d. Proposal Response Form

1.2. Important Dates

- | | |
|--|--|
| 1.2.1. Issue Date: | Sunday, October 1, 2023 |
| 1.2.2. Pre-Bid Meeting Date: | Friday, October 13, 2023, at 10:30 AM ET |
| 1.2.3. Deadline for written questions: | Friday, October 20, 2023, at 5:00 PM ET |
| 1.2.4. Deadline for Submitting Bids: | Monday, October 30, 2023, at 3:30 PM ET |

1.3. Pre-Bid Meeting

There is an optional pre-bid meeting for this project. The meeting will be held in the first-floor conference room, room 101 of the Rowan County Administrative Building at 130 W Innes Street, Salisbury, NC 28144. Questions about the specifications and or bid documents should be addressed to Jody Farrow-Bennett the Rowan County Purchasing Director. A company representative is highly encouraged to be present at this meeting to offer a bid on the project.

2. Section 2: Bid Submission

2.1. Submission of Bids

Bids must be presented on the **Proposal Response Form** attached to the specifications in a sealed envelope and mailed or delivered to:

Rowan County Purchasing Department
Attn: Purchasing Department
130 West Innes Street, Suite 31
Salisbury, NC 28144

The package shall be sealed and plainly marked "**RFP 2024-010 Structured Cabling**".

Bidders must submit one original sealed bid.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Monday, October 30, 2023, at 3:30 PM ET opening will be held in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Room 101, Salisbury, North Carolina. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

2.2. Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Friday, October 13, 2023, at 5:00 PM ET. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as an addendum to this RFP. All addendums will be posted on the County website <https://www.rowancountync.gov/675/Purchasing> and it is the responsibility of the Bidder to check for any addendums. The addenda for clarification will be posted by 5pm Monday, October 23, 2023.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of an addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

2.3. Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this RFP and shall promptly notify the County of any omissions or errors found in this document.

2.4. Signed Bid Considered an Offer

Receipt of a signed bid shall be considered an offer on the part of the Bidder. The terms, conditions, and specifications of this RFP will become part of the contract if the bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

2.5. Insurance Coverage

The Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Bidder shall provide and maintain the following coverage and limits:

2.5.1.WORKER'S COMPENSATION

Worker's compensation insurance as required by North Carolina law to cover all the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

2.5.2.COMPREHENSIVE GENERAL LIABILITY

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$500,000 per occurrence / \$1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance and **name the County as an additional insured.**

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

2.5.3. COMPREHENSIVE AUTOMOBILE LIABILITY

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and \$1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance. Any exceptions must be agreed upon by the County.

2.6. Conflict of Interest

All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

3. Section 3: Evaluation of Bids

3.1. Evaluation Criteria

Price will be a major consideration in the County's evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, experience, references, quality, performance, and the Contractor's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Contractor's ability to provide a team of skilled, trained employees, maintenance costs, warranty provisions, and the Contractor's experience with similar projects will also be considered in the County's evaluation of the proposals submitted.

Evaluation criteria (1-5 scale)

- a. 50% Cost
- b. 25% Service and Reliability
- c. 25% References (Local/NC)

The contract term will be for one (1) year and be subject to renewal for an additional one (1) year terms based on the County's satisfaction of workmanship and responsiveness; up to five (5) consecutive year terms in total.

3.2. Pricing

Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

3.3. Required Information

The following information must be included in the bid:

- 3.4.1. Applicable licensure with North Carolina. (Bidder Information Sheet)
- 3.4.2. Warranty on above goods and services. (Proposal Response Form)
- 3.4.3. Bids to be in the form of a proposed contract signed by the bidder. (Proposal Response Form)

4. Section 4: Agreement & General Conditions

4.1. Timeline to Execute Contract

As time is of the essence, the Bidder is required to begin and/or commence the work to be performed under this contract within the time specified. Failure by the Bidder to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Bidder hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

4.2. Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

4.3. Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

4.4. Collusive Bidding

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

4.5. General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

4.6. Warranty

The products used are guaranteed to be free from defects in material and/or workmanship and to perform as advertised when properly used and maintained in accordance with written instructions. Goods and Services furnished as a result of the agreement, whether manufactured or fabricated by Vendor or a third party, shall (a) be new; (b) be first quality; (c) strictly conform to the specifications and samples; and (d) be free from defects in materials and workmanship. Vendor shall be required to promptly replace Goods and Services, after receiving Rowan County notification of defects or nonconformance. A one-year (365 days) unconditional warranty shall be in effect on materials and workmanship.

4.7. Assignment

The successful Bidder shall be the prime Contractor and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with

the County, or its rights, title, or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

4.8. References

The Bidder shall provide references of "like" customers the date, product(s) and services provided each business reference. The Bidder shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Bidder's references. The County may request additional evidence of the Bidder's experience, qualifications, ability, products, service facilities and financial standing for which the Bidder shall be prepared to provide to the County, if required.

4.9. Termination

4.9.1 Termination For Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.
5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

4.9.2 Termination for Convenience

If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all

work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

SCOPE OF WORK

Rowan County request bids to provide the necessary materials, labor, equipment, and supervision to complete Structured Cabling projects or repairs as needed for all Rowan County Buildings as needed.

- Rowan County recognizes the American National Standards Institute's (ANSI) standard definition of Structured Cabling as referenced in ANSI/TIA-568-D.
- Vendor must be located within a one-hour service radius to ensure expeditious resolutions to service calls.
- Vendor must be able to provide materials, labor, equipment, and supervision to complete structured cabling for Rowan County Buildings to include voice, data, and other low voltage systems as needed.
- Vendor must be able to run and certify data drops in Rowan County Buildings as needed.
- Vendor must comply with all permitting requirements.
- Structured Cabling does not include electrical work.
- Preference to have after hours assistance preferred. (On-call agent outside of business hours to be covered with service agreement. All Rowan County Buildings operate during the standard business hours of Monday-Friday, 8:00am-5:00pm.).

Required Items:

- To have an organized work ticketing system and provide updates to staff regarding the resolution of incidents.
- To provide numbered quotations for repairs and receive approval to proceed prior to beginning work.
- To include quote number and contract number on all invoices.
- Net30 Terms for payment of invoices.
- Vendor must comply with all permitting requirements.
- Vendor must be located within a one-hour service radius to ensure expeditious resolutions to service calls.

Location(s):

All Rowan County Buildings as needed.

BIDDER INFORMATION SHEET

1. COMPANY NAME _____
2. OWNER OF COMPANY _____
3. NUMBER OF YEARS IN BUSINESS _____
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS _____
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE CONTRACT.

CONTACT _____

TELEPHONE _____

EMAIL _____

6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGENCY, SUCH AS SOIL AND WATER CONSERVATION.

REFERENCE NO. 1

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF
ASSOCIATION: _____

EMAIL: _____

REFERENCE NO. 2

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF
ASSOCIATION: _____

EMAIL: _____

PROPOSAL RESPONSE FORM

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: _____ dated _____
_____ dated _____

COMPANY NAME

FEDERAL ID#

CONTRACTOR LICENSE ID# (if applicable)

STREET ADDRESS

PO BOX

CITY

STATE

ZIP

TELEPHONE #

FAX #

SIGNATURE

SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)

Rowan County is seeking a fixed cost for all items above to be invoiced Net30 terms with an annual service agreement period that will be reassessed in January of each year to adjust costs for any additions or deletions from the system.

Hourly Rate: \$_____/hr.

Rowan County is also requesting a rate for the following:

Emergency or Call back Hourly Rate: \$_____/hr.

Parts Mark up: _____%