



WEXFORD COUNTY REQUEST FOR PROPOSALS

**Automated Teller Machine
(ATM)
at Wexford County
Courthouse**

ISSUED BY: WEXFORD COUNTY BOARD OF COMMISSIONERS

Date: March 8, 2024

**Project Representative: Joe Porterfield,
Administrator
Wexford County
437 E. Division St.
Cadillac, MI 49601
Phone: (231) 779-9453
Fax: (231) 779-9745**

WEXFORD COUNTY NOTICE OF RECEIVING PROPOSALS

Wexford County seeks bids from qualified firms, on a competitive basis,
for an Automated Teller Machine (ATM)
at the Wexford County Courthouse.

Qualified firms may secure a copy of the bid specifications from:

Wexford County Administration
Historic Courthouse
437 E. Division St. Cadillac, MI 49601
www.wexfordcounty.org

Proposals received on or before 3:00 p.m. on **Wednesday, March 27, 2024**, will be considered.

Wexford County reserves the right to reject any or all proposals submitted.

WEXFORD COUNTY
REQUEST FOR PROPOSALS
Automated Teller Machine (ATM)

I. INTRODUCTION

Wexford County is seeking vendors who can provide an automated teller machine (ATM) to submit a proposal for patrons to access cash at the Wexford County Courthouse, located at 437 E. Division St., Cadillac, MI 49601.

Services are being sought to give county patrons access to cash for document processing fees, application fees, court fines and fees, licensing fees, tax payments and more. The Wexford County Courthouse serves the community with 12 departments contained in the building that include:

- 1) Administration
- 2) 28th Circuit Court
- 3) County Clerk
- 4) Community Corrections
- 5) 84th District Court
- 6) 84th District Court Probation
- 7) Equalization
- 8) Probate Court/28th Circuit Court Family Division
- 9) Probation & Parole
- 10) Prosecutor
- 11) Register of Deeds
- 12) County Treasurer

The Wexford County Courthouse hours of operation are Monday through Friday between 8:30 a.m. and 5:00 p.m. Closed for all major holidays.

II. SCOPE & SPECIFICATIONS

A. ATM Vendor & Equipment Requirements

- 1) Placement of an ATM (design and features to be approved by the County) in a location designated by the County on the Ground Floor in the main entrance of the Wexford County Courthouse.
- 2) ATM takes EMV “chip” cards.
- 3) Vendor fills the machine with money.
- 4) Vendor services machine.
- 5) Vendor is insured to cover the machine and its contents in case of theft or robbery.
- 6) Cost for use of the machine by a patron would be a surcharge payable to vendor.
- 7) Vendor compensates County a set amount per transaction, to be proposed by vendor.
- 8) Permission for County to conduct credit check.

B. Qualifications of Vendor

Vendor must provide written testimonials from three previous clients using your ATM services. Vendors must also provide proof of insurance covering the machine and contents in the amount of \$1,000,000, naming Wexford County as additional insured.

C. Requirements for Proposal Preparation

The proposal submission shall include:

- 1) letter of intent explaining why you would like to be awarded the contract and what you will bring as the preferred vendor, including description of ATM and its features.
- 2) organizational structure, indicating the CEO, COO, CFO, history/background of service, qualifications to provide services.
- 3) proposal (see ATM Vendor and Equipment Requirements) with a complete description of services to be provided, hours of operation, staffing, time frames, costs, fees, ATM maintenance plan.
- 4) three testimonial statements from previous clients using your ATM services.
- 5) three pictures of ATM placement at other locations
- 6) requirements for service, such as a phone-line, power
- 7) description of cost-sharing proposal.
- 8) description of space needed for placement and suggested placement on Courthouse Property
- 9) proof of insurance, as stated above.

In the event it becomes necessary to revise in whole or any part of this RFP an addendum will be reduced to writing and submitted to all prospective proposers known to Wexford County. All such changes or addenda shall become part of the contract and all prospective proposers shall be bound by such changes and addenda. Wexford reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

D. Proposal Submittal & Project Representative

To be considered, firms must submit a complete, **sealed** response to this Request for Proposals (RFP). **Proposals must be received no later than 3:00 p.m. on Wednesday, March 27, 2024.** Requests for information or interpretation of the intent of the RFP and any/all other inquiries must be addressed to:

**Joe Porterfield, County Administrator
Wexford County Administration Office
437 E. Division St.
Cadillac, MI 49601
(231) 779-9453
(231) 779-9745 FAX**

Wexford County will not be liable for any costs incurred by a Vendor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

Contact with personnel of Wexford County other than the above stated person regarding this RFP will be considered grounds for elimination from the selection process.

Bid opening will commence on Wednesday, March 27, 2024, at 3:30 p.m. on the 2nd Floor Lobby of the Historic Courthouse and is open to the public.

E. Rejection of Proposals and Reservation of Right to Negotiate

All proposals will be reviewed by Wexford to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP base terms and conditions and/or the terms and conditions identified in the applicable system may result in rejection in whole or in pertinent part of the proposal as non-responsive.

Wexford County reserves the right, in its sole discretion, to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price.

The Vendor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. This RFP does obligate the Wexford County Board of Commissioners to award a contract for services specified herein.

F. Disclosure of Proposals

Proposals are subject to disclosure under the Michigan Freedom of Information Act (Act 442, P.A. 1976, as amended, being MCL 15.231 through 15.246). After a contract award, a summary of total price information for all proposals will be furnished upon request.

G. Non-Collusion Clause

By submitting a proposal you certify, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:

- 1) The prices in its proposal have been determined independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposing party or with any other competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposing party and will not be knowingly disclosed to any competitor; and
- 3) No attempt has been made or will be made by the proposing party to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

H. Each person signing the proposal certifies that:

- 1) (S)he is the person within the organization responsible for the decision as to prices being offered in the proposal, and that (s)he has not participated, and will not participate, in any action contrary above; or
- 2) (S)he is not the person within the organization responsible for the decision as to the prices being offered in the proposal, but that (s)he has been authorized, in writing, to act as an agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to above; and that (s)he has not participated, and will not participate, in any action contrary to above.
- 3) Proposals must be signed by an official authorized to bind the firm to its provisions. To be considered a valid response to this RFP, the proposal must remain valid for at least ninety (90) days. Wexford County is not liable for any cost incurred by the firm prior to the issuance of a contract.

I. Contractual Terms and Conditions

Any contract arising out of this RFP shall contain provisions that include, but will not be limited to, the following:

1. Insurance Requirements

The Contract will require the selected firm to provide and maintain public and professional liability, property damage, and worker's compensation insurance protecting, as they may appear, the interests of all parties to any agreement that may result from this RFP. The firm is responsible for insuring the protection of all persons and property at all times. Documentation of the above insurance must be provided by the successful bidder prior to contract execution. **Wexford County must be included as a separate named additional insured. The policy will also provide the insurance policy cannot be cancelled or materially altered without providing a thirty (30) day written notice to the Wexford County.**

The vendor will be required to furnish the County with appropriate certificates of insurance prior to commencement of any work associated with any contract. The effective dates and expiration dates of all policies should coincide with the term of the contract. If any of the insurance expires during the contract period, it will be necessary for a current certificate of insurance to be issued and filed with the County. Wexford County's minimum insurance requirements are as follows:

- 1) Commercial general liability insurance limits with policy limits of not less than \$1,000,000 per occurrence to include but not be limited to personal injury, bodily injury, property damage, automobile liability and contractual liability. . The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's licensed insurance counselor. Coverage is to include, but is not limited to premises, operations, products and/or completed operations, personal injury and contract liability.
- 2) Worker's Compensation and Employers' Liability if the selected firm hires one or more persons or currently has employees. If the selected firm does not have any employees, an affidavit must be filed with the County stating that the firm has no employees and will not hire any while working for Wexford County as a vendor or a subcontractor, etc. In addition, a Certificate of Assumed Name must be filed with the County.

Failure to comply with these insurance requirements may result in contract termination or delay in receipt of funds. The vendor will be required to secure any/all necessary certificates and permits from municipal or other public authorities and comply with all licensing requirements and all federal, state, and municipal laws, ordinances and regulations as may be required.

2. County Liability

The Contract will required that the Vendor who is selected shall, at its own expense, protect, defend, indemnify, save and hold harmless the County and the County's elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees may incur as a result of any violations of federal or State of Michigan laws, codes, rules or regulations, willful or wanton misconduct, or negligent acts or omissions of the Vendor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Vendor who is selected shall agree to defend, protect, and hold harmless the County and the County's elected and appointed officers, employees, servants and agents against any and all liability and demands for actual or alleged infringements of any patents or copyrights by reason of any use by the County of any material, machines, software, or systems furnished by Vendor under the contractual agreement.

3. Nondiscrimination Clause

The Contract will require that the Vendor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, age or political affiliation. The Vendor Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated there under.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated there under.

4. Applicable Law and Venue

The Contract will require that the that such contract shall be subject to and construed according to the laws of the State of Michigan. The Vendor who is selected shall agree that the venue for any legal or equity action under this agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

5. Compliance with the Law

The Contract will require that the Vendor who is selected shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

6. Assignments

The Contract will require that the Vendor is selected shall not assign the award of the contract or any payment without the prior written approval of County.

7. Independent Contractor

The Contract will require that the Vendor who is selected shall be an independent contractor. The employees, servants and agents of the Vendor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's

personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Vendor shall be responsible for paying all compensation to its personnel for services they have performed under this contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

8. Iran Linked Business

The Contract will require that the Vendor who is selected as Contractor certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

9. Termination

The Contract provide that the County may, in its discretion, terminate the contract in whole or in part at any time with or without cause with thirty (30) days written notice. At the point of termination, any work performed and acceptable to the County shall be payable to the contractor, but the contractor will not be entitled to payment for all other contract sums, damages costs, expenses, or fees.

III. Bid Award

Bid will be awarded only in the event of a cost benefit analysis showing it is in the County's best interest to contract out this service. It is anticipated that a decision will be made by the Board of Commissioners on or before Wednesday, April 17, 2024.

WEXFORD COUNTY BID SUBMITTAL FORM
Automated Teller Machine (ATM)

Firm Name _____

Firm Address _____

Phone Number (_____) _____

Email Address _____

Description	Unit Price	Total
Subtotal		\$
Shipping		\$
TOTAL BID PRICE		\$

Signature of official authorized to bind the firm to the provisions of the RFP

Date: _____

Typed or printed name and title:

Please attach this cover page with proposal and supporting documentation.

*Bid opening will commence on **Wednesday, March 27, 2024 at 3:30 p.m.** on the 2nd floor lobby in the Historic Courthouse and is open to the public.*