



EAST CLEVELAND PUBLIC LIBRARY (ECPL)

Request for Proposal

Video Surveillance & Video Management System;

Access Key Card System & Software, and Panic Button Solution:

Issue Date

May 25, 2025

Issued by

East Cleveland Public Library
14101 Euclid Avenue
East Cleveland, OH 44112

Deadline for Submittal

June 5, 2025

No later than 12:00 NOON EST

bid@ecpl.lib.oh.us





REQUEST FOR PROPOSAL COVER SHEET

The East Cleveland Public Library (“ECPL” or “Library”) is issuing this Request for Proposal (“RFP”) to provide Video Surveillance & Video Management System; Access Key Card System & Software, Panic Button Solution, Configuration, and Installation Services at the East Cleveland Public Library (“Project”).

Proposals must be received by the Procurement staff (Rick Cooper) at the East Cleveland Public Library certified mail by June 5, 2025 at 12:00 PM. Any other submissions after that will be marked late and will receive no consideration for selection to provide the specified services.

The proposer declares to have read and understood and agrees to be bound by all the instructions, terms, conditions, and specifications of this RFP and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified goods and/or services at the prices proposed.

The proposer certifies, by signature affixed to this Request for Proposal Cover Sheet, that the information provided by it in response to the RFP, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing the Bid (Please print or type)	Title	
Proposer Name		
Mailing address		
City	State	ZIP
Telephone		
Contact Person		
E-mail address		
Authorized Signature (Original signature or DocuSign accepted)		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL

PROJECT OVERVIEW

The East Cleveland Public library is seeking sealed proposals (“Proposals”) for video surveillance and video management system sourcing, configuration, and installation services at 14101 Euclid Avenue, East Cleveland Public Library.

SCOPE OF WORK

The Proposer is responsible for all requirements as provided in this RFP and attached Project documents.

GENERAL INSTRUCTIONS

The contractor (“Contractor”) shall furnish all labor, materials, equipment services and supervision required to complete the work (“Work”), complying with the scope of work outlined herein.

The Proposer shall be given the opportunity by ECPL to examine the work site(s) prior to submitting a Proposal.

To schedule an onsite visit you must contact Mr. Cooper on these days for prior will be held on The Contractor is responsible for all requirements as provided in the RFP documents.

DIVERSITY

Because East Cleveland Public Library serves a diverse central Ohio population, ECPL has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE certified staff to provide ECPL with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that ECPL serves every day. Minority Business Enterprises are encouraged to respond to this solicitation.

A completed Proposer’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix B, *Proposer’s Diversity & Inclusion Participation Form* to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal for Work on the Project, the Proposer acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Equal Employment Opportunity/Nondiscrimination. The Proposer agrees that if it is awarded a contract that in the hiring of employees for performance of work under the Contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor’s behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Proposer further agrees that neither it nor any subcontractor or



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any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the Contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

Ethics Laws. The Proposer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposers are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Proposer.
2. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Proposers capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Contractor's ability to perform all of the actions, activities and functions described in this RFP.
3. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content and should minimize extraneous marketing materials.
4. Costs for developing the Proposal are entirely the responsibility of the Proposer and shall not be chargeable to the Library.

Each Cost Proposal must be clearly labeled "**ECPL BID - Video Surveillance & Video Management System; Access Key Card System & Software; and Panic Button Solution, Configuration, and Installation Services - Cost Proposal**" along with the Contractor's Name in the filename of the Cost Proposal File.

Proposal Format and Content

Proposals will be accepted until the time indicated in the RFP. To facilitate comparison of Proposals, responses shall be organized into the following marked or tabbed sections:

1. Proposals must include a table of contents listing all sections:
 - a. A cover letter, on the Proposer's letterhead, shall be submitted and shall include, but need not be limited to, the following information:
 - i. The signature of a person authorized to bind the Proposer legally to the extent of work and financial obligation outlined in its Proposal
 - ii. A statement that the Proposal will be valid for 30 days.
 - iii. Identification of all the material enclosures submitted in response to the RFP.
 - iv. A summary of the submitted Proposal and a brief statement of the Proposers qualifications to meet all requirements as described in this RFP.
 - b. Executive level summary of the proposed solution, which shall include but shall not be limited to:
 - i. The Proposer's Work Plan. The Work Plan must address exactly how the Proposer will provide all required services specified in this RFP.

- ii. A sample project plan including all phases of the project, including development, configuration, deployment, and support.
- c. Statement as to the Proposer particular abilities and qualifications to include, but not limited to:
 - i. Brief history of the company
 - ii. Describe the core competencies, including the rationale as to why the Proposer should be selected for this project.
 - iii. The number of years the Proposer has been in business.
 - iv. Primary corporate location's address.
 - v. The geographical area of operations and professional affiliations.
 - vi. Overview of the ownership structure of the company
 - vii. All alliances and/or strategic partnerships with other companies.
 - viii. Size and composition of the organization.
 - ix. Number of current customers
- d. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
 - i. Lawsuits, judgments, liens, bankruptcies or claims made against the Proposer within five (5) years of the proposal due date.
 - ii. Debarment from entering into Contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the proposal due date.
- e. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether or not the Subcontractor is a certified woman- or minority-owned business. ECPL reserves the right to reject any Subcontractor not identified within the Contractor's response.
- f. References - The Proposer shall provide at least three (3) references for engagements within three (3) years of the proposal submission date that are substantially similar to the scope of work outlined herein.
- g. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFP, that may be useful and applicable to this project.
- h. The Proposer must include a completed W-9 Form.
- i. The Proposer must provide a Certificate of Insurance ("COI") with coverage per the terms provided herein and list ECPL as an Additional Insured. Waiver of Subrogation shall also apply and indicated on the COI.
- j. A list of all assumptions and exceptions to the specifications outlined in the RFP.

COST PROPOSAL

The Cost Proposal package shall contain the following items:

1. Completed Cost Proposal Form for all locations for which Proposer wishes to be considered – Appendix A

The Proposal shall contain all price information in the format specified on the Cost Proposal Form.

Proposers may not amend, alter or omit any items on the Cost Proposal Form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Proposal being determined to be non-responsive and rejected by ECPL. Prices offered shall be all inclusive and shall remain fixed for the duration of the agreement. ECPL is a tax-exempt entity.

RFP & PROPOSAL QUESTIONS

All questions regarding this RFP must be sent to bid@ecpl.lib.oh.us and must reference the RFP Identification and title of the RFP no later than **5:00 p.m. seven (7) days prior to the proposal due date. ECPL will post written responses to all properly received questions no later than five (5) days prior to the proposal due date.**

SELECTION PROCESS

A. Selection Process

1. ECPL will review all proposals and create three (3) different evaluation tools for each potential contract award (security equipment, access control equipment, and intrusion monitoring equipment). Each firm will be technically evaluated for each individual category.
2. ECPL will form an evaluation committee comprised of ECPL staff to review and evaluate Contractor proposals. The criteria identified in Appendix C – Evaluation Matrix will be used to evaluate each branch proposal.
3. ECPL may invite any or all Proposers to present an oral presentation on the specifics of their technical and/or price submission. Proposers will be provided with sufficient notice to prepare. All oral presentations will be conducted virtually.
4. Members of the evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations.
5. The final score will be collected and recorded by ECPL's Administrative Team.

PROJECTED TIMELINE

The projected timeline for this RFP process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for a thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	May 22, 2025
Scheduled Walk-Through (by appt. only) Must contact Rick Cooper or Theresa Flood to schedule a site visit on one of these days.	May 28, 2025 May 29, 2025 June 3, 2025 June 4, 2025
Due Date	June 5, 2025
Selection of Successful Proposer	June 11, 2025

*ECPL reserves the right to modify this schedule at ECPL’s discretion. Notification of changes in the response due date will be posted on the ECPL website or as otherwise stated herein. **All times are Eastern Time***

SCOPE OF WORK

- I. Introduction
 - a. The East Cleveland Public Library (ECPL) is in the process of upgrading our surveillance system, access key card systems and panic solutions at our Library.
 - b. ECPL is seeking the services of qualified Contractors to design, source, configure, and install a complete video management system (VMS), including cameras, cabling and NVR, for The East Cleveland Public Library Branch.
 - a. ECPL is seeking proposals for video surveillance, access key card system and panic button, as specified in the attached specification documents.
 - b. Removing and installing new cabling for cameras
- II. Definitions
 - a. "Agreement" means this agreement, unless otherwise modified in writing.
 - b. "ECPL" means the East Cleveland Public Library, with its principal offices located at 14101 Euclid Avenue, East Cleveland, Ohio 44112.
 - c. "ECPL Authorized Representative" means the ECPL Director, Deputy Director, and Chief of Facilities, or designee.
 - d. "ECPL CFO" means the ECPL Chief Fiscal Officer with signing authority on behalf of ECPL.
 - e. "ECPL Facility" means any facility, building, or location owned, leased, and operated by the East Cleveland Public Library.
 - f. "Contractor" means the entity providing services in accordance with the terms and conditions of this Agreement.
- III. Scope of Work
 - a. The Contractor shall be responsible for sourcing, configuration, and installation of ECPL- selected security equipment. All projects will be based upon a work order issued prior to the commencement of a project. These services shall include but shall not be limited to:
 1. Work Order Process
 - a. The ECPL Authorized Representative will contact the Contractor when goods and/or services are required. The Contractor and the ECPL Authorized Representative will conduct a review of plan documents and/or a physical site inspection prior to the establishment of a work order.
 - b. The Contractor shall prepare a work order proposal for review by ECPL that clearly identifies all materials, configuration services, and installation services that may be required to successfully complete the project. The work order proposal should include, but shall not be limited to, a narrative description of the project, schematics and designs, a bill of materials for installation, and an approximate project timeline for the completion of the Services outlined in the work order.
 - c. The work order price proposal shall conform to the rates established in this RFP. Unless otherwise agreed **prior to the commencement of the work**, all payments shall be rendered at the completion of the project. Pre-payment, milestone payments, or other payment schedules may be permitted as long as it is included in the original work order price proposal.
 - d. The ECPL Authorized Representative will review the price proposal and

provide project level approval of the project. However, work may not commence until a ECPL purchase order is issued, which shall include the written approval of the ECPL CFO.

2. Configuration

- a. All equipment shall be delivered to the contractor's facility where it shall be unboxed, inspected and stored on behalf of ECPL.
- b. The Contractor shall program/configure all equipment at their own facility prior to installation at a ECPL Facility, to the extent possible, in accordance with the work order requirements and the published manufacturer's specifications/operating instructions.
- c. All equipment shall be brought to the ECPL location fully prepared for installation.

3. Installation

- a. The Contractor shall install all equipment at the ECPL location in accordance with the approved work order proposal.
- b. The Contractor shall coordinate installation activities with the ECPL Authorized Representative and/or additional contractors who are working at the ECPL Facility where services are required.
- c. All work shall be completed by qualified personnel who are sufficiently supervised. All personnel shall be required to maintain a sign-in/sign-out log for each project which shall be available for inspection by ECPL upon request.
- d. The Contractor shall supply ECPL with as-built diagrams of all installed equipment, including the actual equipment installed with notations of equipment IP addresses, installation dates, manufacturer warranty expiration dates, and other pertinent information.
- e. The Contractor shall invoice ECPL upon final acceptance of the work outlined in the work order. Final acceptance shall be conveyed in writing by the ECPL Authorized Representative. A copy of the written final acceptance document shall be included with the invoice for payment.
- f. The Contractor shall make reasonable efforts to complete its work in a neat and clean manner and shall clean up after themselves at the conclusion of each day.
- g. ECPL will provide the Contractor with access to its facilities between 9:00am-6:00pm, Monday-Friday. If access is required outside of this period, the Contractor shall make a written request to the ECPL Authorized Representative, which shall be considered on a case-by-case basis.

4. General Terms and Conditions

- a. All services shall be performed in accordance with best and modern practices using materials and workmanship that meet the highest standards of performance.
- b. The Contractor shall not utilize ECPL equipment, tools, or supplies.
- c. The Contractor shall bear the cost of any maintenance or repairs resulting from damage caused by the Contractor, its employees, or subcontractors. Any damage shall be reported to the ECPL Authorized Representative immediately

and shall be repaired at no cost to ECPL within seven (7) days.

- d. The Contractor shall follow all site-specific directions offered by the ECPL Authorized Representative.
- e. The Contractor may be required to submit for each technician working in the field a 9-panel drug test taken within one (1) year prior to beginning the installation work.
- f. Smoking is not permitted in any ECPL facilities, loading docks, or parking garages.
- g. In the event the Contractor takes any action that causes a police, fire, or emergency response or a response from the ECPL fire and/or intrusion monitoring contractor, the Contractor shall be responsible for any fees, costs, fines, or penalties associated with said response. Any fees, costs, fines, or penalties will be deducted from the Contractor's monthly invoice. ECPL reserves the exclusive right to waive this fee.
- h. The Contractor shall not enter into any agreements with any subcontractors for this engagement without the prior written approval of ECPL. ECPL shall have the right to interview and/or conduct background investigations of prospective subcontractors and reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.
- i. The Contractor shall monitor all deliverables and services and shall promptly notify the ECPL Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. ECPL shall determine if failure to provide deliverables and services have caused or are likely to cause impairment to the operation ECPL or an inconvenience to ECPL. If it is determined that such failure to provide deliverables and services has caused or is likely to cause such impairment or inconvenience, then ECPL shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions by ECPL in this regard shall be final and shall not be arbitrary or capricious.

5. Contractor Qualifications

- a. At the time of the proposal submission, the Contractor shall have a minimum of five (5) years of experience in sourcing, configuration, and installation of security equipment similar to that which is specified in this RFP and shall be currently providing these services.
- b. Experience as an employee or subcontractor of a firm that is not the named proposer shall not count toward meeting these experience requirements.

6. Warranty

- a. **For firms that intend to be considered**, the firm must offer a three (3)-year warranty on all installed equipment.
- b. For all installed hardware equipment, the Contractor shall warrant for a period of one (1) year after final acceptance by ECPL, all services, including but not limited to labor, installation, and configuration services that all equipment, including components and parts, shall be free from defects and shall operate in accordance with their intended use and the manufacturers' published

specifications.

- c. The Contractor shall act as the agent for any equipment warranty services through the equipment manufacturer or manufacturer authorized dealer for the entirety of the warranty period of this equipment, notwithstanding the expiration date of this Agreement.
- d. All equipment warranty repair and/or replacement services shall be processed within fifteen
- e. (15) days of written notification by ECPL, unless otherwise agreed in writing by ECPL and the Contractor.
- f. All workmanship warranty repair and/or replacement services shall commence within two (2) business days of notification by ECPL, unless otherwise agreed in writing by ECPL and the Contractor.

7. Liquidated Damages

- a. If the Contractor fails to commence or complete Services within the time frames set forth in this Agreement or an approved work order, then the Contractor shall be subject to fixed and liquidated damages of one hundred dollars (\$100.00) per calendar day or portion thereof that the Contractor fails to complete the work.
- b. All charges for liquidated damages assessed to the Contractor shall be deducted from money that is due or shall become due to the Contractor from ECPL. In the event there is no money due to the Contractor, then the Contractor shall pay the amount of the charges due to ECPL within thirty (30) days of such assessment.
- c. Such liquidated damages shall be subject to the cure procedures set forth in Section (IV) (H) of this Agreement.

8. Compensation

- a. The contractor shall complete the price proposal form (Appendix A) as provided in its entirety.
- b. Sourcing: For ECPL -approved materials, the Contractor shall use industry standard practices to identify the best prices available for ECPL -approved projects. For all materials, the Contractor shall provide a fixed mark-up factor for all materials purchases. This mark- up factor shall be all inclusive, and shall include but shall not be limited to, labor, equipment, shipping, statutory payroll taxes, Social Security, Medicare, tools, carrying charges, insurance, general and administrative expenses, and Contractor profit. The mark-up factor shall remain fixed for the duration of this Agreement and shall not be subject to adjustments or cost of living increases.
- c. ECPL does not guarantee a minimum quantity of work. Quantities listed on the price proposal form are for evaluation purposes only. All compensation will be based upon approved work orders issued in accordance with this agreement and the accompanying rates for labor and materials.
- d. ECPL is a tax-exempt entity.

**East Cleveland Public Library
Administrative Department
Standard Contract Terms and Conditions**

Contract Components. Entirety. Changes Interpretation

Contract Components: This contract consists of this document, the Standard Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications or scope of work (SOW), and any written amendments to this document, valid East Cleveland Public Library (ECPL) purchase orders or other ordering documents (together referred to as the “Contract”).

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a SOW submitted to ECPL in response to a request (referred to as the Contractor in these Terms and Conditions) and the East Cleveland Public Library (ECPL).

Contract Changes: Waivers, Changes or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

Contract Orders: ECPL will order supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of ECPL. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination or cancellation.

Subcontracting: The Contractor may not enter into subcontracts for the Work after award without written approval from ECPL. The Contractor will not need ECPL’s written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the Contract.

ECPL approval of the use of subcontractors does not mean that ECPL will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold ECPL harmless for and will indemnify ECPL against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, ECPL will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The



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agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages ECPL in any way, the Contractor will indemnify ECPL for the damage.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to ross.cockfield@ecpl.lib.oh.us. The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

Payment: In consideration for the Contractor's performance, ECPL will pay the Contractor at the rate specified in the contract. *Payments will be made by electronic funds transfer (EFT)*. For all transactions, the Contractor must have a valid W9 form on file with the Finance Department.

The completed form should be mailed to: Finance Department, East Cleveland Public Library, 14101 Euclid Avenue, East Cleveland, OH 44112.

Payment Due Date: ECPL will pay invoices 30 days after it has received an invoice for supplies and services it has received and accepted, unless otherwise indicated herein.

Taxes: The East Cleveland Public Library is exempt for all federal, state and local taxes as ECPL is part of Franklin County Government and has a 501 nonprofit status.

Term of Contract: This contract is effective upon the projected beginning date of the Contract Cover Page or upon signature of ECPL by the Fiscal Officer, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

Contract Renewal: This contract may be renewed solely at the discretion of ECPL for a period of one month. Any further renewals will be by agreement of both parties, any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

Delivery

The Place of Destination: The Contractor must provide the supplies or services under this Contract, the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

Time of Delivery: If the Contractor is not able to deliver the supplies or services on the date and time specified by ECPL ordering department on the ordering document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to, or does not, provide the supplies or services to an ordering department by the time and date agreed upon, ECPL may obtain any remedy provided below or any other remedy at law.

Contract Cancellation: Termination: Remedies

Contract Cancellation: If a Contractor fails to perform any one of its obligations under this Contract, it will be in default, and ECPL may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by ECPL.

- A. **Contract Performance is Substantially Endangered:** If the Contractor's default is substantial and cannot be cured within a reasonable time, or if ECPL determines that the performance of the contract is substantially endangered through no fault of ECPL, ECPL may cancel this Contract by written notice to the Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, ECPL will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, ECPL may cancel this Contract by providing written notice to the Contractor. If ECPL does not give timely notice of default to Contractor, ECPL has not waived any of its rights or remedies concerning the default.
- C. **Cancellation by Persistent Default:** ECPL may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After ECPL has notified Contractor of its third default, C ECPL ML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. ECPL shall provide written notice of the termination to the Contractor.
- D. **Cancellation for Financial Instability:** ECPL may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by ECPL. To the extent permitted by law, ECPL may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

Contract Termination: ECPL may terminate this Contract for convenience after issuing 30 days written notice to the Contractor.

Remedies for Default:

- A. **Actual Damages.** The Contractor is liable to C ECPL ML for all actual and direct damages caused by the Contractor's default. ECPL may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor, and ECPL may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Contractor's default, from the Contractor.
- B. **Deduction of Damages for Contract Price.** ECPL may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the Contract, after ECPL has provided prior written notice to Contractor of such default and intent to deduct damages from the Contract Price.

Force Majeure: If ECPL or Contractor is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that



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its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term “force majeure” means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

ECPL Consent to Assign or Delegate: The Contractor may not assign any of its rights under this contract unless ECPL consents to the assignment or delegation in writing. Any purported assignment or delegation made without ECPL’s written consent is void.

Indemnification: Contractor will indemnify ECPL, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor’s performance under this Contract, including the performance by Contractor’s employees and agents and any individual or entity for which the Contractor is responsible.

Confidentiality: Contractor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract without written permission from ECPL. Contractor must assume that all ECPL information, documents, data, records or other material is confidential.

Publicity: Contractor and any of its subcontractors may not use or refer to this Contract to promote or solicit Contractor’s or subcontractor’s supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by ECPL.

Governing Laws; Severability: The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Workers Compensation: The Contractor shall carry Workers’ Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers Compensation Liability Insurance for the duration of the contract and any renewal hereto will be considered a default.

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Procurement Department within seven (7) calendar days after notification by the ECPL of its selection of the Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Contractor being considered in default. Said certificates are subject to the approval of the ECPL Procurement Manager and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Procurement Manager. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals, thereto may be



East Cleveland Public Library

considered a default.

Commercial General Liability: Insurance coverage with a \$2,000,000 annual aggregate and a 1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate ECPL as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Contractor uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. The Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention.

Contract Compliance: The East Cleveland Public Library branch and administrative staff will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction, the department/branch will notify the Procurement Department in order to resolve the issues. These terms and conditions will be used by the Procurement Department to resolve the issues.

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Contractor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

ADDITIONAL TERMS:

- This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
- All times referenced herein are Cleveland, Ohio local times.
- *ECPL is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by ECPL.*
- Contractor will supply its own tools and materials.
- Contractor will make arrangements for EFT (electronic funds transfer).
- A completed W9 form is required on file with ECPL prior to ECPL issuing payment for services provided by Contractor.

Appendix A

Video Surveillance & Video Management System; Access Key Card System, Panic Button Solution, Configuration, and Installation Services:

COST PROPOSAL

SUBMISSION FORM

ECPL is requesting a detailed quote for installing video surveillance cameras, access key card and panic button solution. Please complete the following table for each branch for which you are submitting a proposal with all details for each location (i.e., one form plus detailed bill of materials for each location).

*Include a detailed bill of materials listing all components and cost per camera (e.g., item cost and mark up, hardware model numbers and counts, license types/quantity, etc.).

East Cleveland Public Library – Surveillance System			
Up-Front Costs			
Item	Vendor Cost	Additional Details Required	Vendor Response
Equipment		Please provide a detailed list of all equipment, counts, cabling, and per-unit costs	
Labor		How many FTEs and how many days (duration) the work will take to complete	
Software		Version / product name	
Licenses		All list and counts of licenses at time of installation with per-unit costs.	
Year 1 Maintenance & Support		Cost for maintenance & support for 1 st year, if applicable	
Total Up-Front Costs			

East Cleveland Public Library – Panic Button

Up-Front Cost

Item	Vendor Cost	Additional Details Required	Vendor Response
Equipment		Please provide a detailed list of all equipment, counts, and per-unit costs	
Labor		How many FTEs and how many days (duration) the work will take to complete	
Software		Version / product name	
Licenses		All list and counts of licenses at time of installation with per-unit costs.	
Year 1 Maintenance & Support		Cost for maintenance & support for 1 st year, if applicable	
Total Up-Front Costs			

East Cleveland Public Library – Keycard Software

Up-Front Costs

Item	Vendor Cost	Additional Details Required	Vendor Response
Equipment		Please provide a detailed list of all equipment, counts, and per-unit costs	
Labor		How many FTEs and how many days (duration) the work will take to complete	
Software		Version / product name	
Licenses		All list and counts of licenses at time of installation with per-unit costs.	
Year 1 Maintenance & Support		Cost for maintenance & support for 1 st year, if applicable	
Total Up-Front Costs			

Appendix B

Video Surveillance & Video Management System; Access Key Card System, Panic Button Solution, Configuration, and Installation Services:

Security Cameras, Panic Button, and Door Access Specs

Under the direction of the designee of the Executive Director, the services to be provided by the contractor shall include the removal of all existing cameras throughout the facility. Installation of new POE cameras throughout the facility. Installation of 2 – 32 channel NVR's and configured. Removal and discard of all old cabling associated with existing camera system. Installation of new cabling with cameras. Acceptable camera brands are Pelco, Avigilon, or Speco. Currently, there is a 635 Galaxy access control system with 8 doors on the system. The East Cleveland Public Library is requesting a quote for a new 16-card access reader control panel that will be relocated on the lower level to the network room. The East Cleveland Public Library is also requesting a quote for to install a panic button alert system.

Camera System Specs

The contractor is responsible for all requirements as provided in this bid. Install all new interior and exterior camera's that consist of the following:

- Cameras with 5mp w/ junction box
- IP Outdoor Cameras 4mp
- Indoor/Outdoor 360 Fisheye Cameras 6mp
- Indoor/Outdoor 8mp Quad View IP Dome, 2mp 4mm Lens
- 2mp IR HD-TVI, Fixed 2.8mm Lens (Elevator)
- Install and configure two (2) 4k NVR's with 4000 X 3000 – 12 megapixel recording resolution with the capacity total of 160TB.
- Install a PoE Switch with uplinks for each level
- Remote software for the camera system must be Firefox, Chrome, and Microsoft Edge compatible
- Install remote software on client portable devices (tablets, laptops, cellphones, etc.)
- All bid offers must do a walk-through of the library before submitting a bid proposal.
- Submit all manufacturer and part numbers with bid proposal.
- Training staff on the camera system and remote software once the installation is complete.
- All bid submissions must include references on similar projects of this library size, approximately 38,000 square feet (about the area of a large mansion)
- The contractor must have an EIN, be licensed, and insured.
- The contractor will be responsible for lifts and scaffolding
- The client will provide the contractor with the building's blueprints showing all locations where the new cameras are to be installed

Access Control System Specs:

The contractor is responsible for all requirements as provided in this bid. Install all new access control system that consist of the following:

- One (1) 16-door panel that includes two power supplies and a backup battery.
- Replace the existing card readers on the existing access control system, as well as replace the headend equipment and power supply.
- Moving the head end to the new IT room.
- Add one (1) new intercom reader at the office Admin door.
- New wire to be installed where necessary to accommodate new equipment.
- Existing delayed egress maglocks will be adjusted to all work identically to each other, as they are currently all programmed differently.

Doors to be controlled:

- Employee Entry
- Admin Hallway
- Admin Office
- Lower Library Children's Hallway
- Main Level Staff Exit
- Lower Level Security Stairwell
- Main Level Security Stairwell
- Upper Level Security Stairwell

Panic Button Software Specs

The contractor is responsible for all requirements as provided in this bid. Install a new panic button software system that consist of the following:

- Quickly activate any emergency with one push from the app using a mobile device
- Supply rich, enhanced data to 9-1-1, including device location, facility information, and type of activation
- Get a mobile view of the situation and view location details
- Provide actionable information to all impacted parties, like floor plans
- Enable two-way communication and ensure real-time coordination
- Staff assist - quick internal communication without initiating a call to 9-1-1
- Status checks - administrators can request information from library staff and identify the greatest area of need
- Notify staff about fire drills, gas leaks, medical incidents, disruptive patrons, and more
- Deliver a map-based common operating picture of the situation with real-time status of on-scene actions to coordinate multiple responder agencies
- Provide total visibility and a log of activation history, including specifics of the panic alert, location mapping, and all messaging, for reporting and auditing
- Trigger an alert from a mobile app or voice call, landline within the library or office, or local 9-1-1 agency to cover all scenarios.
- Broadcast to additional channels like digital signs, video systems, access controls, websites, signal lights, and sirens.

Conditions:

- All work is to be done within standard working hours (7 am - 6 pm) – Optional after hours.
- Selected vendor is responsible for final cable connections of cameras; training on the camera system, panic buttons, and keycard system; the installation of remote access; and all documentation that comes with the equipment, including warranties.

Vendor Criteria:

- The selected vendor must provide the client with documentation stating that your company is a registered electrical contractor within the state of Ohio.
- The selected vendor should notify Mr. Rick Cooper (rick.cooper@ecpl.lib.oh.us) or Ms. Theresa Flood (Theresa.flood@ecpl.lib.oh.us) immediately if any specifications cannot be met or if any alterations are needed. No work will proceed until Mr. Cooper or Ms. Flood approves it at 216-541-4128.

