



REQUEST FOR PROPOSAL PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

Human Services Building UPS Replacement Services RFP #1107-21

This request for proposal packet incorporates the following documents:

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Key Dates

Request for Proposals issued	March 18, 2021
Optional Pre-Bid Meeting scheduled by	5:00 PM on March 23, 2021
Deadline for Questions to be submitted.....	3:00 PM on March 30, 2021
Deadline for County’s response to questions.....	5:00 PM on April 1, 2021
Due date for proposals	3:00 PM on April 8, 2021

Attachment A – Scope of Work

1. INTRODUCTION

- 1.1 Contractor shall replace an existing Liebert NPOWER building Uninterrupted Power Supply (UPS) Unit which has reached the end of its reliable service life with a new Liebert eXM UPS Unit inclusive of batteries, a maintenance bypass and a network card.
- 1.2 The building UPS is located inside the Server/Data Room on the Terrace Level of the County's Human Services Building, 3255 122nd Ave., Allegan, MI, 49010.
- 1.3 A picture of the current UPS, Battery Cabinet and manufacturer's specification plates for both are shown in Figure 1, 2 and 3 respectively.



Figure 1 – Overview showing existing UPS, transfer switch and surrounding vicinity from two different angles.


UNINTERRUPTIBLE POWER SYSTEM									
MODULE INPUT: 3Ø	4/5	WIRE	VAC	208	AMPS	133	HZ	60	
INPUT KVA	47.8		INPUT KW	44					
NEUTRAL INPUT: AMPS	186		INPUT FILTER	10%					
DC INPUT	3	WIRE	VOLTS RANGE	391-545	AMPS	109	MAX @	545	VDC
INTERMITTENT DUTY			BYPASS INPUT: 3Ø		WIRE	VAC		AMPS	
OUTPUT: 3Ø	5	WIRE	VAC	120/208	AMPS	139	HZ	60	
OUTPUT: KVA	50		OUTPUT: KW	40					
PART NO.	37SA050C0C6B832		SERIAL NO.	37-1039					
MODEL NO.	NPOWER		WEIGHT	2210 LBS.					
UNBALANCED LOAD CURRENT CAPABILITY: 100% OF PHASE AMPS									
MFR'S ID - E72328		LR	2000024		MFG. DATE		11/01		
 9650 Jeronimo Road Irvine, CA 92618 USA 12-776092-00 REV. 5									
FIELD MODIFICATIONS									
UNIT SHIPPED COMPLETE TO FM									
FM NO.	RECOMMENDED DATE	ENG	INSTALLED DATE	ENG	FM NO.	RECOMMENDED DATE	ENG	INSTALLED DATE	ENG
INSTALLED OPTIONS									
PART NO.	DESCRIPTION								
22-812509-01	OPTION 10% FILTER KIT STA								

Figure 2 – Existing UPS Manufacturer's Specification Plate with installed options.

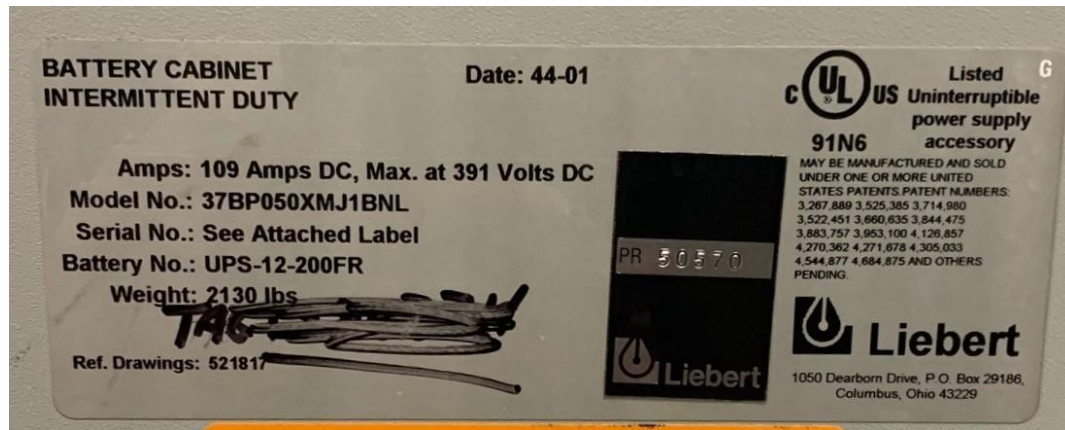


Figure 3 – Existing UPS Battery Cabinet Manufacturer’s Specification Plate.

2. **SCOPE OF SERVICES**

2.1 **General Conditions, Site Protection and Safety Requirements**

- 2.1.1 Permits and Inspections: Contractor shall secure, coordinate and pay for any necessary permits and inspections.
- 2.1.2 Debris Disposal: Contractor shall remove all debris and trash generated in performing the work under this Agreement from the site. Disposal of these materials, is the Contractor’s responsibility and must be done in a manner consistent with all applicable Local, State and Federal laws. Contractor shall not use County dumpsters for disposal.
- 2.1.3 Damage to County Property: Existing facilities, including but not limited to grounds, structures, vehicles, utilities, landscaping, fixtures, furnishings, equipment and surfaces and building systems in the vicinity of Contractor’s work shall be protected by Contractor. Any damage to existing facilities shall be reported to the County on the day such damage occurs. Contractor shall promptly repair damage with like materials when ordered to do so by the County at Contractor’s expense. All repairs of damage to existing facilities shall be made to the satisfaction of the County. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.
- 2.1.4 Building Access: Contractor shall arrange for work to be done during regular business hours which are 8:00 am to 5:00 pm, Monday through Friday excluding holidays with the exception of any power shutdown to the building that may be needed during the conversion which must be arranged for in advance and completed after-hours.

2.2 **UPS System Procurement Specifications**

- 2.2.1 Upon contract award, Contractor shall procure a new Liebert UPS eXM Unit equivalent to the existing one to be replaced. A Liebert eXM is desired for consistency with Liebert eXM Units installed in other buildings.
- 2.2.2 UPS Unit shall include a Maintenance Bypass Cabinet.

- 2.2.3 UPS Unit shall include optional IS-UNITY-DP network communication card.
- 2.2.4 UPS Unit shall include all batteries necessary to provide back-up power for at least 10 minutes duration under maximum load until the building's back-up generator powers-up. Batteries shall be manufactured within twelve months of installation and approved for use in the UPS in which they are being installed.

2.3 UPS System Delivery and Installation

- 2.3.1 The Human Services Building has a loading dock on the same level as the Server/Data Room that will be made available to Contractor upon request with advance notice. Contractor shall either:
 - 2.3.1.1 Bring new UPS equipment to the site on the scheduled day of installation; or
 - 2.3.1.2 Arrange to have UPS delivered on the scheduled day of installation and be present to accept delivery.
- 2.3.2 Contractor shall:
 - 2.3.2.1 Provide all necessary electrical disconnections and connections. All electrical work must be performed by a qualified and licensed electrician.
 - 2.3.2.2 Install new UPS Unit, batteries, maintenance bypass and IS-UNITY-DP card.
 - 2.3.2.3 Remove all replaced UPS equipment, including batteries from site and dispose of properly.
- 2.3.3 Any building power outages must be kept to a minimum and scheduled in advance to occur outside of regular County business hours.
- 2.3.4 On scheduled days of installation, a representative from Facilities Management will meet the Contractor at a designated location to provide access to the facility. The Facilities Management representative will remain available during installation as needed to provide assistance.

2.4 System Testing

- 2.4.1 Contractor is required to conduct a start-up test to demonstrate and confirm correct installation and proper functioning of new UPS in supplying temporary power and transferring power to the building generator. System testing shall be conducted with a Facilities Management representative present to verify proper functioning necessary for system for acceptance.

2.5 Scheduling

- 2.5.1 All work is to be scheduled at least five business days in advance and coordinated through:

Carl Chapman
Director of Facilities Management
(269) 673-0207
cchapman@allegancounty.org

Attachment B – Cost Proposal

3. COST PROPOSAL

Unless otherwise noted by the Contractor and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:

3.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax. Neither shall be added to the costs presented in this cost proposal or added by the Contractor to any invoice billing the County. Contractor's Cost Proposal should include any taxes Contractor will incur in providing all products and/or services under this Agreement per all applicable laws.

3.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

3.3 Quality

All materials used for the manufacture or construction of any items to be provided under this Agreement shall be new. Pricing shall be for items in new condition representing the latest model of the best quality and highest grade of workmanship.

3.4 Delivery Provisions

All goods procured through this Agreement by the Contractor for the County shall be delivered by the Contractor under the terms Free on Board 3255 122nd Ave., Allegan, Michigan. Title and risk of loss to the purchased goods does not pass to the County until the items are installed by the Contractor and accepted as functioning by the County.

3.5 Invoices:

All invoices must reference contract #1107-21, itemize services rendered and be sent by email to projects@allegancounty.org or mailed to:

Project Management - Accounts Payable
Allegan County Information Services
3283 122nd Avenue
Allegan, MI 49010

3.6 Cost Table

Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

Base Bid – UPS Replacement	Cost
Liebert eXM UPS (includes batteries, maintenance bypass and IS-UNITY-DP card)	\$
All Other Equipment, Materials and Supplies	\$
Total Labor Cost	\$
All Other Costs (specify):	\$
TOTAL COST (not to exceed):	\$

3.7 Cost Proposal Certification

Bid is firm for _____ days (45 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	
Contractor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Representative Title:	

Human Services Building UPS Replacement Services Agreement

This Agreement ("Agreement") is made by and between the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 ("County") and

Contractor Name: _____

Contractor Address: _____

("Contractor"). The parties agree as follows:

1. Contractor Services

Contractor shall provide the County with the services, products and supplies described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to the County that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to the County.

2. Payment

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and (or) satisfactory performance.

3. Term of Agreement

The term of this Agreement shall begin upon signature by both parties and end upon Scope of Work completion by Contractor, unless terminated earlier in accordance with Section 4 of this Agreement.

4. Termination of Agreement

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days' written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. Worker's Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor's insurance policy.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

F. Proof of Insurance Coverage: Upon execution of this Agreement and at least ten business days prior to commencement of services under this Agreement, Contractor shall provide the County with a copy of its Worker's Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

6. Reporting and Review

Contractor shall report to the County as required by this Agreement and also upon request. Contractor shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by the County. The County may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, the County may review any of Contractor's internal records, reports or insurance policies.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County unless the intent to use subcontractors is clearly stated in the Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

10. County Employees

Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

11. Default

In the event of default by Contractor, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

17. Contractor Personnel

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and the County and their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor shall immediately inform County regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

29. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Human Services Building UPS Replacement Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 3/18/21
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 4/8/21

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Contractor:

County:

Sign: _____

Sign: _____

Name: _____

Name: Robert J. Sarro

Title: _____

Title Allegan County Administrator

Date: _____

Date: _____

Agreement and Scope of Work Clarifications

Contractor questions and the County's responses posted during the open bidding process as RFP Clarifications will be included here wherein they modify or clarify the terms of this Agreement or the scope of work outlined in the RFP.

Final decisions on quantities and any limits to the scope of work shall also be noted here once project costs have been evaluated by the County.

The County will discuss and negotiate any additional modifications or clarifications made after the proposal due date with the Contractor prior to incorporating them into this Agreement.

RFP Supplement A – Instructions to Contractors

4. HOW TO PARTICIPATE IN THE CONTRACTING PROCESS

Contractors interested in responding to this Request for Proposal (RFP) must follow the bidding process outlined below. The County will not reimburse firms for any expenses incurred in preparing and submitting proposals in response to this RFP. Copies of this RFP in Microsoft Word format are available upon request. Should prospective contractors require further information or clarification, contact the County's Project Management Specialist at projects@allegancounty.org. All deadlines are Eastern Prevailing Time.

4.1 Proposal and Contract Examination

Before submitting a proposal, contractors should carefully examine the entire RFP packet. By the submission of a proposal, Contractor will be understood to have read and be fully informed as to the contents of this RFP packet and accepting of the terms and conditions herein, unless noted in the proposal submitted by the Contractor and affirmed in any final agreement by the County.

4.2 Optional Pre-Bid Meeting – by Appointment

The County believes that sufficient information has been provided or can be provided by the County through contractor inquiry and County response as outlined in Sections 4.3 and 4.4, and therefore a site visit is not required. However, should a contractor wish to make a site visit, they must contact the County by 5:00 p.m. on 3/23/2021 to schedule one through:

Carl Chapman
Director of Facilities Management
(269) 673-0208
cchapman@allegancounty.org

Optional site visits shall be scheduled and carried out through 5:00 p.m. on 3/29/2021.

Any questions asked by any contractor during an optional site visit, for which answers aren't clearly stated within these RFP documents, will be recorded along with the County's response and will be posted to the County's bidding website per Section 4.4

4.3 Contractor Inquiries – due by 3:00 p.m. on March 30, 2021.

Should Contractor find any discrepancies, omissions, ambiguities, or conflicts within the RFP packet, be in doubt about their meaning, or have any questions about the RFP process or the scope of work, they should bring such questions in writing to the attention of:

Kristin VanAtter – Project Management Specialist
Allegan County – County Services Building
3283 122nd Ave
Allegan, MI 49010
projects@allegancounty.org

4.4 County Response – posted by 5:00 p.m. on April 1, 2021.

The County will compile and review all questions received from contractors and post responses to the County website as an RFP Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. The County will not be responsible for any oral instructions.

4.5 Proposal Submission – due by 3:00 p.m. on April 8, 2021.

Contractors may either email a copy of their proposal with the subject line **RFP # 1107-21 Human Services Building UPS Replacement** to projects@allegancounty.org

OR

Contractors may mail or deliver a hardcopy proposal in an envelope marked **RFP # 1107-21 Human Services Building UPS Replacement** to:

Kristin VanAtter – Project Management Specialist
Allegan County Services Building
3283 122nd Ave
Allegan, MI 49010

It is the sole responsibility of contractor to ensure that the proposal reaches County by the specified deadline.

4.6 Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof will be granted if the request is received by the Project Management Specialist prior to the specified proposal due date and time. Proposals, amendments thereto, or requests for withdrawal of proposals received by the Project Management Specialist after the specified proposal due date and time will not be considered.

4.7 Freedom of Information Act

All information submitted by a Contractor in a proposal and any resulting contract is subject to the Michigan Freedom of Information Act and may not be held in confidence by the County after a proposal is opened or contract awarded. All proposals shall be available for review after County staff has evaluated them.

5. CONSIDERATIONS FOR THE COST PROPOSAL

5.1 Discounts and Incentives

The County will consider discounts and other pricing incentives in each individual proposal prior to determining the successful contractor.

5.2 Quantities

The quantities or usage specified on the Cost Proposal Form are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the County as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for Contractor's information only and will be used for bid tabulation and cost comparison. The County reserves the right to increase or decrease quantities until contract is finalized.

5.3 Bidding on Equivalent Products

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade or quality of material only. Since the County does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added.

However, if a product other than those specified is bid, it is the contractor's responsibility to name such a product within the bid, and to prove to the County that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The County shall be the sole judge concerning the merits of bids submitted.

6. PROPOSAL EVALUATION AND CONTRACT AWARD

In evaluating proposals and awarding contracts, the County will use the following process:

6.1 Proposal Evaluation

Proposals will be evaluated and scored by an evaluation team using the criteria specified in RFP Supplement C – Proposal Evaluation Criteria. Compiled scores from all eligible proposals will form the basis for recommending a contract award.

6.2 Supplemental Information

During the evaluation process, the County reserves the right to request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.

6.3 Contractor Presentations, Product Demonstrations and Interviews

At the discretion of the County, as part of the evaluation process, Contractor submitting proposal may be requested to make a presentation, conduct a product demonstration and/or be interviewed in person or remotely. Should this become necessary, the County will contact Contractor and expects them to be available at a location determined by the County within two weeks of notification. Contractor shall not receive payment from the County for costs that may be incurred through this step in the evaluation process.

6.4 Service and Parts

Contractors must be prepared to submit evidence to the County, in addition to that required in the attached specifications that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

6.5 Contract Finalization

Should any material changes to the Agreement, Scope of Work or Contractor's Proposal need to be clarified or negotiated, a revised agreement may be drafted and sent to Contractor for review and signature.

6.6 Contract Award

Once finalized, an agreement will be processed for final approval and award by the necessary County authority. Upon award, Contractor will be contacted to plan and schedule work.

Notification of award will be posted to the County's website along with a bid tabulation. Notification letters will also be sent to each contractor that submitted a proposal.

6.7 Rejection of Proposals

The County reserves the right to reject any and all proposals or to accept the proposal or any part thereof which it determines to best serve the needs of the County and to waive any informalities or irregularities in the proposals. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

RFP Supplement B – Proposal Requirements

7. PROPOSAL REQUIREMENTS

7.1 General Instructions

Before submitting a proposal, Contractor should carefully examine the entire RFP Packet and have a full understanding of the contents needed for a proposal. Submission of a response constitutes Contractor's understanding of the contents of this RFP.

Any erasures or corrections to this RFP packet or the Contractor's proposal must be initialed in ink by Contractor. The Agreement and Cost Proposal Form must be typed into or filled out with pen and ink and be signed in longhand, in ink, by a principal authorized to make contracts.

7.2 Proposal Organization and Length:

Contractor's proposal and all supporting documentation should be organized and formatted to ensure the County receives only the most relevant information necessary to select a contractor.

In responding to proposal content requested in Section 8 below, please reference the number and the question before each response and respond in sequence of the questions asked.

7.3 Number of Copies:

Contractor is asked to submit:

- One complete proposal copy in digital PDF format. Electronic copies of the proposal may be emailed to projects@allegancounty.org before the submission deadline; OR
- One complete proposal master document in paper hard copy format.

8. PROPOSAL CONTENT

8.1 Company Information:

- 8.1.1 State the legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.
- 8.1.2 Identify the location of the office from which work described here will be managed and the year that office was established if other than above.
- 8.1.3 Provide the contact information (name, title, telephone number and email) for Contractor representative submitting proposal.
- 8.1.4 Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past five years. If no, so state. If yes, detail the circumstances and current status of such action.

8.2 Company Experience:

- 8.2.1 List three commercial clients in Michigan for whom your firm has installed UPS equipment. Name the firm, agency or organization for whom the work was performed, briefly describe the scope of work and provide the name and telephone number or email of the individual who may be contacted as a reference.

8.3 Proposed Materials, Products and Equipment:

- 8.3.1 Describe the UPS system your firm is proposing to install at the Human Services Building including information on:
 - 8.3.1.1 Model
 - 8.3.1.2 Maximum output,
 - 8.3.1.3 Output duration at full load (based on configuration to be installed)
 - 8.3.1.4 Manufacturer's Warranty Information
 - 8.3.1.5 Life expectancy for the system
 - 8.3.1.6 Include technical specifications sheet(s) / brochure
- 8.3.2 Describe the batteries your firm is proposing to install in the UPS including information on:
 - 8.3.2.1 Brand
 - 8.3.2.2 Model
 - 8.3.2.3 Proposed battery configuration
 - 8.3.2.4 Manufacturer's Warranty Information
 - 8.3.2.5 Life expectancy for the batteries
 - 8.3.2.6 Include technical specifications sheet(s) / brochure
- 8.3.3 Confirm your bid includes a maintenance bypass and the IS-UNITY-DP card.

8.4 Scope of Work – UPS Installation:

- 8.4.1 Does your firm or the manufacturer have the UPS equipment in stock? If not, what is the expected lead time to procure the Unit?
- 8.4.2 Approximately how many days of on-site work are you anticipating it will take to replace the unit?
- 8.4.3 Do you expect a shutdown of power to the building will be needed during the installation? If so, how long do you expect this shutdown to last?
- 8.4.4 Note any variances to the requested Scope of Work and requirements presented in Attachment A.
- 8.4.5 State your firm's labor warranty from initial system startup date (one year minimum).

8.5 Contract Agreement and Costs:

- 8.5.1 Review and sign the Human Services Building UPS Replacement Services Agreement containing the County's standard terms and conditions.
- 8.5.2 Complete the Cost Table in Attachment B.
- 8.5.3 Contractor may attach more detailed pricing information and additional items, services and costs for consideration.

RFP Supplement C – Proposal Evaluation Criteria

County will review and evaluate Contractor's proposal in accordance with the requirements of this RFP and score it using the matrix below. The decisions and opinions of the evaluation committee regarding proposal reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be scored and added to the evaluation at County's discretion.

Contractor may be requested to make additional written submissions or presentations to County, the results of which may be added to the evaluation.

Proposals will be scored relative to other proposals using the following rating scale:

0	-3	-1	5	+1	+3	10
Min. Score	Per Major Concern	Per Minor Concern	Initial Default Score	Per Minor Benefit / Plus	Per Major Benefit / Plus	Max. Score

Submission (failure to meet these requirements may be cause for bid rejection)						
Bid proposal received on time			Yes / No			
Correct number of copies received			Yes / No			
Any legal action within the past 5 years			Yes / No			
Contract Agreement Acknowledged			Yes / No			
Scope of Work (Attachment A)		Score (0-10)	Weight	Points	Max. Points	% of Total
8.1	Company Information		x 1 =		10	
8.2	Company Experience		x 3 =		30	
8.3	Proposed Equipment		x 3 =		30	
8.4	UPS Installation		x 3 =		30	
	Proposal Quality and Completeness		x 1 =		10	
					110	25%
Cost Proposal (Attachment B)						
Total project cost.					330	75%
GRAND TOTAL						
Total Points					440	100%