

October 17, 2017

**Notice of Release of Request for Proposal
Provide Uninterrupted Power Supply for Central Dispatch
(Revised Specifications from Original RFP dated August 23, 2017)
Tuscola County Central Dispatch**

Tuscola County Central Dispatch is seeking quotes for the replacement and installation of an Uninterrupted Power Supply system to be installed within the Central Dispatch electrical room at 1303 Cleaver Rd, Caro, MI 48723.

Bid documents may be obtained at the Tuscola County Controller's Office located at 125 W Lincoln St, Caro, MI 48723 or on the County Website at www.tuscolacounty.org.

The successful bidder's proposal will incorporate all facets listed in the Scope of Work provided in the RFP. In addition, the bidder is responsible for any demolition, deconstruction and removal of any debris and all repairs to walls and ceilings. If needed, it will be the responsibility of the winning bidder to sub-contract those repairs.

The bid should include an estimate of the time frame necessary to conclude the tasks delineated in this RFP.

If an on-site pre-bid walk thru is needed, please contact Sandra Nielsen at 989-673-8738 ext 200 or snielsen@Tuscolacounty.org.

Closed sealed proposal labeled "911 Center UPS" must be turned into the Tuscola County Purdy Building 125 W Lincoln St, Caro, MI 48723 no later than 4:00 PM on November 7, 2017.

Any questions regarding the preparation of the bid packet should be addressed to Sandra Nielsen at (989) 673-8738 ext. 200 or snielsen@Tuscolacounty.org.

Sincerely,

Sandra Nielsen, Director 911
Tuscola County Central Dispatch
snielsen@tuscolacounty.org

989-673-8738 ext. 200

Uninterrupted Power Supply (UPS) in Tuscola County Central Dispatch
Invitation to Bid

General

This Request for Proposals is being issued by Tuscola County Central Dispatch.

Tuscola County intends to select one contractor. It is our intention to authorize a contractor to perform all items listed in the Scope of Work. If other expertise is required, it is the responsibility of the winning contractor to act as the general contractor and sub-contract those items. It is also the responsibility of the winning contractor to have all numbers relative to subcontract work depicted on this bid.

Bid documents are available to all Contractors. All sub-contractors must have applicable license(s) as required by the Michigan Building Code. Bid documents may be obtained at the Controller's office of Tuscola County located inside the Purdy Building at 125 W. Lincoln St. Caro, Michigan 48723 as of October 17, 2017. Bid packets are also available on line on the Tuscola County Web page at www.tuscolacounty.org.

Tuscola County will receive sealed bids marked clearly on the outside of the package with "911 Center UPS" at the Tuscola County Controller's Office located at 125 W. Lincoln St. Caro, Michigan 48723. Proposals will be accepted no later than 4:00 PM, November 7, 2017. A bid opening will be held at the above address during a board of commissioners meeting in the Board of Commissioners Room on November 9, 2017. Board of Commissioners meet at 9:00 AM.

Bids may be withdrawn prior to the date and time specified for bid submission with a formal written notice by an authorized representative of the respondent. All responses, inquires, and correspondence relating to the Invitation to Bid and all reports, charts, displays, schedules, exhibits, or other documentation, including the Bid Packets after submission become the property of Tuscola County. No bid may be withdrawn for a period of sixty (60) days after submission. Bids offering less than sixty (60) days will be considered non-responsive and will be rejected.

Tuscola County reserves the right to reject any or all Bids and to waive any irregularities or informalities, and/or to negotiate separately the terms and conditions of all or any part of the bids as may be deemed in the best interest of the County.

In the event it is evident to a respondent that Tuscola County has omitted or misstated a material requirement(s) to this bid, the respondent shall advise 911 Director, Sandra Nielsen at snielsen@tuscolacounty.org or 989-673-8738 ext. 200. Tuscola County will notify other bidders of the omission or misstatement.

Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period up to 6 months with the possibility of an extension.

Federal and State Requirements

It is the policy of Tuscola County that all vendors who provide goods and services to the County by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

1. The Elliott Larson Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 255 as amended, and rules adopted thereunder.
4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 through 12101 et seq.), as amended, and regulations promulgated thereunder.
5. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 1124 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applicable to all construction contracts awarded in excess of \$10,000 by respondent or its subcontractors.)

Furthermore, the vendor who is selected under this contract, as a condition of providing goods and services, 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, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification).

Any violation of Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time which the vendor is providing goods and services to Tuscola County shall be regarded as a material breach of any contract between Tuscola County and Vendor, and Tuscola County may terminate such contract effective as of the date of delivery of written notification to the Vendor.

In addition, other Federal, State and local laws, ordinances, rules and regulations, and policies, may apply to these projects. These include, but are not limited to, the following:

1. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327A 330) as supplemented by Department of Labor regulations (20 CFR part 5). (Applicable to construction contracts awarded by Respondent and/or its subcontractors in excess of \$2,000, and for other contracts in excess of \$2,500 which involve the employment of mechanics or laborers.)
2. Respondent agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S. C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368 Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). (Applicable to contracts, subcontracts, and subgrants in amounts in excess of \$100,000).
3. Compliance with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. Section 3 requires that to the greatest extent feasible, opportunities for training and employment will be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.
4. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the process of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.

Bidder agrees to comply with Tuscola County code requirements and regulations pertaining to reporting, including but not limited to providing demographic data and evidence of compliance with county and federal procurement rules, as applicable to this contract.

Bidder agrees that if this contract results in any patentable inventions, Tuscola County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or

otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Bidder agrees that if this contract results in any copyrightable material, Tuscola County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Bidder agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871), as applicable to this contract.

Access and Retention of Records

Respondent agrees to provide access by Tuscola County, any related contracts pertinent to this project for any audit purposes.

Respondent also agrees to retain all required records for three (3) years after completion of the work, receipt of final payments and all other pending matters are closed.

Choice of Law/Venue

This contract shall be construed according to the laws of the State of Michigan. Tuscola County and respondent agree that the venue for the bringing of any legal or equitable action under this bid shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules and will be brought into District Court or Circuit Court in Tuscola County.

Respondents 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.

Collusion

The Respondent certifies that this bid has not been made or prepared in collusion with any other bidder and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other bidder and will not be so communicated to any other bidder prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury.

Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to making false statements.

Hold Harmless

The respondent who is selected shall, at its own expense protect, defend, indemnify, save and hold harmless the County of Tuscola, its 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 that the County of Tuscola, its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The respondent's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of/or reimbursed to Tuscola County, its officers, employees, servants or agents by the insurance coverage obtained and/or maintained by the contractor.

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with applicable statutes of the State of Michigan and with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - a. Contractual Liability
 - b. Products and Completed Operations
 - c. Independent Contractors Coverage
 - d. Broad Form General Liability endorsement or equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits to liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
5. Additional Insured - Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be "Additional Insured": Tuscola County, all its elected and appointed officials, all its employees, including the Tuscola County Community Development Department agents and its volunteers, all its Board, Commissions and/or authorities and Board members including employees, agents and volunteers thereof.
6. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Tuscola County 125 W. Lincoln St. Caro, MI 48723.

7. Proof of Insurance - The respondent shall provide to Tuscola County at the time the contracts are returned by it for execution, two (2) Copies of the certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

8. Maintenance of Policies – Any and all required insurance policies described above shall be maintained until all work required under the contract has been completed to the County’s satisfaction. It is the Vendor’s responsibility to provide evidence of the renewal of any insurance policy.

9. Withholding Payments – Tuscola County may withhold payments to the Vendor if the Vendor has not delivered policies of insurance and endorsement, or evidence of their renewal, as required.

Bid Form

**SUBMITTED TO: Tuscola County
911 Center UPS
125 W. Lincoln St.
Caro, Michigan 48723**

FOR Invitation to Bid on sale and installation of an Uninterrupted Power Supply

DATE: _____

NAME OF BIDDER _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

TO: Tuscola County

The Bidder, in compliance with your invitation for bids for the sale and installation of an Uninterrupted Power Supply system project, having examined the scope of work and specifications as prepared by Tuscola County, and being familiar with all conditions surrounding the Uninterrupted Power Supply system project, including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, supervision, perform all work and provide all services in accordance with the contract documents at the prices stated below.

TOTAL BID: _____

*Please include with the quote an equipment specification list.

Time Frame for Completion _____

Upon notice of acceptance of this bid, bidder will execute Contract Agreement and deliver properly executed insurance certificates, copies of licenses and applicable registrations to Tuscola County within ten (10) days.

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box (if applicable): _____

Street: _____

City:

Phone: _____ Fax: _____

The undersigned does hereby state to Tuscola that it has the legal status checked below:

- Individual
- Partnership
- Corporation, State of Incorporation:
- Woman Owned Business
- Minority Owned Business
- Section 3 Qualified Contractor

The names and address of all persons indicated in this Bid Proposal are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

This Bid is submitted in the name of

(Contractor) _____

By _____

Title _____

Signed and sealed this _____ day of _____, 2017.

GENERAL REQUIREMENTS

With submission of a proposal, the Vendor understand and agrees to the following:

1. Tuscola County will have no financial or other legal obligation to the Vendor for the project at any time and Tuscola County will not have a legal obligation to the Vendor until such time as it signs a written contract approved by its legal counsel.
2. It shall be the responsibility of the Vendor to design, furnish, install, and test all hardware and software as outlined in this RFP.
3. This RFP is intended to represent a functional description and performance criteria for systems required. The Vendor shall conduct actual system engineering and design activities that will lead to the final system configuration.
4. The Vendor accepts any available blueprint and/or site plans provided by Tuscola County as guidelines only, and accepts that the plans are not guaranteed to be an accurate representation of all conditions.
5. The Vendor shall provide all supervision, labor, materials, equipment, and testing instrumentation required for the work associated with this RFP. Costs associated must include any overtime for pre-installation, installation, and cutover work that may occur. Cutover work will need to be carefully scheduled and performed with minimal disruption to Tuscola County.
6. The Vendor shall secure all permits, inspections, and authorizations required to complete its work associated with this RFP, at no additional costs to Tuscola County.
7. The Vendor shall provide sufficient on-site support for post cutover questions and problems. This includes adequate personnel for technical issues and user problems that develop on the following day(s) immediately following cutover.
8. All equipment and installation material required to fulfill the specifications of this RFP shall be furnished and installed by selected vendor whether or not specifically stated in this RFP. The UPS system installation shall be handled as a turnkey project, inclusive of delivery, installation, system acceptance testing, and written acceptance of all equipment from the planning phase to system go-live.
9. Installation of all equipment, conduit, wiring, and any necessary cabling shall be the total responsibility for system compatibility and successful performance. Vendors shall verify that the existing equipment room and dispatch areas are sufficient for the proposed system. Any PSAP preparation and/or modifications shall be clearly outlined in the submitted proposal.
10. The Vendor shall include all equipment, installation, maintenance, and training needed to provide Tuscola County with a fully operational UPS system.
11. Vendor will provide a migration plan to the new UPS system with continuity of service maintained to the end user.

SCOPE OF WORK

DESCRIPTION

This project consists of installing the replacement of a 15 KVA (three phase) UPS. The bidder will complete or sub-contract any/all electrical work needed from the current at 1303 Cleaver Rd, Caro, MI 48723. Any required permits will be the responsibility of the successful bidder. The bidder shall remove the old UPS from the building so that Tuscola County staff can dispose of it.

The replacement UPS should meet the following qualifications:

Output Rating:	15 kVA/12 kW
Input Voltage:	208/120 VAC hard wired 4 wire + ground
Output Voltage:	208/120 VAC hard wired 4 wire + ground

- *Digital Display Front Panel
- *6-10 minute battery backup at full load
- *Redundant power, control and battery
- *SNMP network card for remote monitoring
- *Hot swappable modules
- *One year warranty including all parts, labor and emergency service.
- *Provide an optional additional 60 month On Site maintenance agreement on UPS and Batteries (This can be quoted for Monday thru Friday normal business hours service)
- *Provide and install an external maintenance bypass switch (EMBS)

WORK SCHEDULE

A preliminary work on upgrading the wiring/electrical panels must be done during normal business hours and a schedule must be supplied to Tuscola County Central Dispatch within 10 days of contract awards. Updated schedules must be provided a minimum of 48 hours in advance to demolition/deconstruction to provide for adequate time to remove locks and property and to provide appropriate staffing. A specific cutover date must be approved by the Dispatch Director and IT department to allow for operation of the alternate dispatch center in case of issues.

Work should be scheduled for the most efficient operation. Coordinate with utility companies and/or local agencies to verify the shutting off of applicable utility services (gas, electric, cable, water, storm sewer, sanitary sewer, etc.) has been completed prior to the start of installation

Contractor shall notify Tuscola County Central Dispatch 24 hours in advance of any sub-contractor being on site and provide the subs company name, address, telephone and FAX number.

Contractor will furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and sub-contractor prior to commencement of work. Certificates shall be sent to Tuscola County Central Dispatch, 1303 Cleaver Rd, Caro, MI 48723.

CONTRACTORS USE OF PREMISES

During the period of this contract, the Contractor shall have full use of the lots occupied by the structures. The Contractors use of the premises is limited by the occurrence of an emergency in progress that requires the removal of the contractor until the situation is rectified

1. Driveways and Entrances: Keep driveways and entrances servicing adjacent properties clear.
2. Drive approaches located between the sidewalk and curb must be left as is.
3. Any debris or sedimentation deposited in the road right-of-way shall be properly removed by the Contractor at the contractors' expense.

PROJECT CONDITIONS Dust Control

1. The Contractor will use all means necessary to control dust on and near the work and on or near all off-site areas if such dust is caused by Contractors operations during performance of the work or if it results from the condition in which the contractor leaves the site.
2. All surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties.

Protection

1. In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of Tuscola County and at no cost to the County.

Safety

The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with Michigan P.A. 154.