

INVITATION FOR BID

IFB 2024-25

Bay County Central Dispatch Uninterruptable Power Supply (UPS) Replacement

> JIM BARCIA BAY COUNTY EXECUTIVE

INVITATION TO BID – THIS IS NOT AN ORDER OR OFFER

DATE OF REQUEST OCTOBER 18, 2024

REFERENCE BID NUMBER IFB 2024-25

WALK-THROUGH – STRONGLY SUGGESTED NOVEMBER 1, 2024

1:00 P.M.

BAY COUNTY CENTRAL DISPATCH

1228 WASHINGTON AVE.,

BAY CITY, MI 48708

DEADLINE FOR VENDOR QUESTIONSNOVEMBER 15, 2024

5:00 PM

ADDENDUM ISSUED NOVEMBER 22, 2024

5:00 PM

PROPOSED DATE/TIME REQUIREDDECEMBER 6, 2024

12:00 PM

BID SUBMITTAL BAY COUNTY FINANCE DEPT.

ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE

7TH FLOOR

BAY CITY, MI 48708-5128

MARK BID "BAY COUNTY CENTRAL DISPATCH

UNINTERRUPTED POWER SUPPLY (UPS) REPLACEMENT - DELIVER BID

TO FINANCE DEPARTMENT

IMMEDIATELY"

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INTRODUCTION:

Bay County Central Dispatch is looking to replace the existing Liebert UPS system. Delivery of this item will be at Bay County Central Dispatch, 1228 Washington Ave., Bay City, MI 48708. A walkthrough is strongly recommended for this bid.

SPECIFICATIONS:

- 1. Capacity: Must support our current power draw requirements with an additional 25% capacity to accommodate potential future equipment additions. Please see the attached specifications (Exhibit A).
- 2. Battery System: Scalable battery capacity to extend runtime beyond the minimum requirement (modular battery additions.
- 3. Runtime: Minimum runtime of 60 minutes under full load. A runtime of 90 minutes or greater is highly desirable.
- 4. Footprint: The new UPS should ideally match the footprint of our existing unit to minimize installation challenges. Footprint size: 21inches wide by 56 inches tall.
- 5. Isolation Switch: Must include an automatic isolation switch with a manual override option for enhanced safety and maintenance flexibility.
- 6. Disposal: The bid should include the removal and proper disposal of the existing UPS unit, including battery recycling.

REQUIREMENT OF BIDDERS:

- 1. Each bidder must provide with its formal Bid a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase, or reduce prices or competition regarding the items covered by this Invitation for Bid. (ATTACHMENT A).
- 2. Pricing and warranty information will only be accepted on the attached Bid Summary form. (ATTACHMENT B).

SITE VISIT:

It is strongly suggested that firms attend this walkthrough to submit a comprehensive bid. During the site walk all equipment shall be reviewed. The purpose of this site visit is to allow for a complete understanding of the project and expectations.

SUBMITTAL REQUIREMENTS:

- 1. Responses must use Times New Roman font 12 pt.
- 2. Responses must be spaced 1.15".
- 3. Responses must be typed, no handwritten replies.
- 4. Additional information must be limited to no more than 1 page per section.

CONTENTS OF BID SUBMISSION PACKET:

- 1. Cover Sheet.
- 2. Bidder's Checklist.
- 3. Attachment A Certificate.
- 4. Attachment B Price and warranty information sheet.

GENERAL INFORMATION:

- 1. CHANGES TO IFB: All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Firms shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.
- 2. CONTACT INFORMATION: To receive future communications related to this IFB, possible firms are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing at purchasing@baycountymi.gov; failure to do so may limit your ability to submit a complete, competitive proposal.
- 3. RIGHT TO WITHDRAW BIDS: By submitting a response to this IFB, the Firm agrees to be bound by this IFB's terms and conditions. Bids may be withdrawn by the Firm without penalty at any time before notification that the Firm's bid has been selected. However, if the Firm withdraws after selection of its bid but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the bid ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a bid would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages shall be Firm's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Firm's bid.
- 4. IFB, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this IFB or receipt of Bids by the County or even notification of Bid acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
- 5. TAX-EXEMPT STATUS: The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.

- 6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). The information contained in the bids may be subject to FOIA requests.
- 7. INSURANCE: The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this IFB and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

- "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
- 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

- 8. NON-DISCRIMINATION: In the performance of the competitive sealed bid and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, national origin, gender identity and sexual orientation in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this bid or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
- 9. COST OF DEVELOPING BID RESPONSE: The Firm shall be responsible for all costs incurred in the development and submission of its Bid Response.
- 10. QUESTIONS: All questions about this IFB must be received by November 15, 2024, at 5:00 p.m. must be in writing, via email, to:

Frances Moore
Purchasing Agent
purchasing@baycountymi.gov

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the November 15, 2024, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than November 22, 2024 and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their bids are to be directed to those County employees designated above for appropriate review and response.

In addition, the person listed above will issue all valid responses and changes to this IFB. Contact with other County staff or a County Board of Commissioner could be a reason for disqualification.

Correspondence or inquiries made directly from firms regarding their bids are to be directed to those County employees designated above for appropriate review and response.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Invitation for Bid must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their bids.

Any information given to a prospective firm concerning the Invitation for Bid will be furnished to all prospective firms as an amendment or addendum to the Invitation for Bid if such information would be of significance to uninformed firms.

The County shall make the sole determination as to the significance to uninformed firms.

11. RESPONSIBILITY: Firms are solely responsible for ensuring their bid is received by Bay County Purchasing in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bids shall be made to Bay County Purchasing, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

12. BID RESPONSE DELIVERY: Bid submissions must be returned no later than **December 6, 2024** @ 11:00 A.M. in a sealed envelope clearly marked "CENTRAL DISPATCH UNINTERRUPTED POWER SUPPLY (UPS) REPLACEMENT." Please provide three (3) printed copies of the submission. The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

- 13. BID RESPONSE OPENING: There will be a public bid opening immediately following the deadline to receive bid responses in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the bids read.
- 14. BID RESPONSE REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all bid responses, to waive any irregularities and to make the final determination as to the best low qualified bid response.
- 15. BID RESPONSE AWARD: In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the proposal to the Firm providing the best value to the County.
- 16. CONTRACT: The County's award of any bid is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a bid, the firm acknowledges that the contents of the IFB will become incorporated within any formal agreement. This IFB does not include every term and provision which shall be included in the formal agreement. In the event that the firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified bid, or reject all bids.

A copy of a firm's suggested terms and conditions may be submitted with firm's bid, however, neither the County's acceptance of any bid nor award of any contract pursuant to this IFB shall be construed as any definitive acceptance by the County of Firm's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the IFB, and last, the Firm's Proposal.

17. DISPUTES: In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, within ten (10) working days from the date of the notice of intent to award.

ADA ASSISTANCE:

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson Corporation Counsel Bay County Building 515 Center Ave. 4th Floor Bay City, MI 48708-5128 (989) 895-4098 (989) 895-4049 TDD Frances Moore, Purchasing Agent Bay County Finance Department Purchasing Division Bay County Building 515 Center Ave. 7th Floor Bay City, MI 48708 purchasing@baycountymi.gov

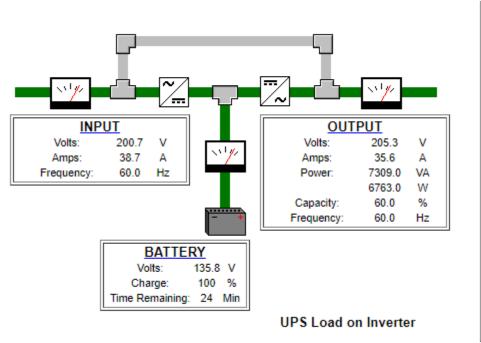
THIS BID PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE

www.baycountymi.gov

EXHIBIT A

CURRENT POWER DRAW REQUIREMENTS

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16000 VA FRAME

CONTROL MODULES

2	INSTALLED
1	REDUNDANT
0	FAILED

POWER MODULES

5	INSTALLED
5	ACTIVE
2	REDUNDANT
0	WARNINGS
0	FAILED

BATTERY MODULES

6	INSTALLED
6	ACTIVE
0	WARNINGS
0	FAILED

Input:	Updated: September 5	5, 2024 11:12:39A	M
	Supported Status	Value	Units
	Number Of Input Lines	1	
	Input Frequency	60.0	Hz
	Input Voltage L1	200.6	V
	Input Current L1	38.5	Α
	Power Factor Correction State	True	
			-
	Supported Alarms	Status	
	Input Power Supply Fail	Normal	
	Supported Settings	Value	Units
	Nominal Input Voltage	208.0	V
	Nominal Input Frequency	60.0	Hz

Other: Updated: September	5, 2024 11:14:56A	М		
Supported Status	Value	Units		
Redundant Control Module Present	True			
Inverter Temperature Sensor Installed	False			
Battery Temperature Sensor Installed	True			
Power Factor Corrector Temperature Sensor Installed	False			
Ambient Temperature Sensor Installed	False			
Location 1 Temperature Sensor Installed	False			
Location 2 Temperature Sensor Installed	False			
Transformer Temperature Sensor Installed	True			
Transformer Temperature	45.5	°C		
Transformer Temperature	113.9	°F		
Supported Alarms	Status			
Check Air Filter - Replace	Normal			
Control Module Failure	Normal			
Redundant Control Module Failed	Normal			
User Interface Module Failed	Normal			
Main Control Warning	Normal			
Redundant Control Warning	Normal			
Transformer Over Temperature	Normal			
Internal Device Communication Failure	Normal			
Device Active Alarm	Normal			
Supported Settings	Value	Units		
Auto Restart Enabled	True			
Auto Restart Delay	10	seconds		
Device System Capacity	16000	VA		
Device Auto Restart Percent Setpt	0	%		

Output: Updated: September	5, 2024 11:1 3:34A	M
Supported Status	Value	Units
Number Of Output Lines	1	
Output Frequency	60.0	Hz
Output Current L1	35.7	Α
Output Voltage L1	205.4	V
Load (Apparent Power)	7289	VA
Load (Real Power)	6740	W
Load / Capacity	60	%
Load On Inverter	True	
Bypass Active	False	
Shutdown Reason - Over Temperature	False	
Shutdown Reason - Overload	False	
Shutdown Reason - Output Short	False	
Shutdown Reason - Low Battery	False	
Shutdown Reason - Remote Shutdown	False	
Shutdown Reason - Hardware	False	
Supported Alarms	Status	
Load On Battery	Normal	
Output Overload	Normal	
Output Off Pending	Normal	
Load Transferred To Bypass Due To UPS Fault	Normal	
Output Switch Open	Normal	
Load On Bypass	Normal	
UPS Overload	Normal	
Output Off	Normal	
Load On Manual Bypass	Normal	
Output No Load Detected Warning	Normal	
Supported Settings	Value	Units
Nominal Output Voltage	208.0	V
Nominal Output Frequency	60.0	Hz
Nominal Power Factor	0.70	
Overload Alarm Limit	4000	VA

Battery: Updated: September 5, 2024 11:13:04AN		
Supported Status	Value	Units
Number Of Battery Modules Installed	6	
Battery Time Remaining	24	min
Battery Voltage	135.8	V
Battery Charge Percentage	100	%
Battery Temperature	23.0	°C
Battery Temperature	73.4	°F
Battery Charge State	Fully Charged	
Battery Charger On	True	
Battery Test Result	Passed	
Battery Module Failure Count	0	
Battery Module Active Count	6	
Battery Module Warning Count	0	
Number Of Total Battery Discharges, Since Last Reset	141	
Total Accumulated Discharge Time, Since Last Reset	8141	seconds
Supported Alarms	Status	
Battery Under Test	Normal	
Load On Battery	Normal	
Replace Battery	Normal	
Low Battery - Shutdown Imminent	Normal	
Battery Module Failure	Normal	
Battery Module Warning	Normal	

Normal

Value Units

2 min

45854 minutes

120.0 V

True

Battery Test Failed

Supported Settings

Nominal Battery Voltage
Device Low Battery Time

Automatic Battery Test Enabled

Next Battery Auto Test Time

SEE ATTACHED REQUIRED DOCUMENTATION

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NON-BIDDERS FEEDBACK FORM

Bid #: 2024-25

Central Dispatch UPS Replacement

If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycountymi.gov

	Unable to bid at this time but would like to receive future bid requests.				
	Service	e(s) or material(s) not provided by our firm.			
	Service(s) or material(s) we offer do not fully meet all the requirements specified				
	We cannot meet the timetable required.				
Insufficient time allowed for preparation and submission of bid.					
	Specifi	cations not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)			
	Other:				
Please remov	e our nar	ne from your bidders list for This commodity group			
		These item(s) or material(s)			
		All bids			
Signature:					
Print Name:					
Title:					
Company Na	me:				
Company Ad	dress:				
Email:					
Phone:		Date:			

Bid Response Cover Sheet

Bid #: 2024-25

Central Dispatch UPS Replacement

All bids must include this cover sheet (or this sheet reproduced on letterhead) as a cover sheet

TO: County of Bay		
	515 Center Ave, 7 th Floor	
	Bay City, MI 48708	
FRO	M:	
Com	pany Name	
	[] an individual,	
/D1	[] a corporation	
(Plea	sse mark appropriate box),	
Duly	organized under the laws of the state	of:
Year	Firm Established	Years in Business:
Repla subje docu	accement does hereby offer to perform accept to the terms and conditions set forth	considered the Invitation for Bid (IFB) for Central Dispatch UPS such services on behalf of the County in the manner described and in the attached Bid, including, by reference here, the County's IFB all authorized to bind the provider to its provisions for at least a
BY:		
	(Signature of authorized representat	ive)
PRIN	(Please Print Name and Title) ICIPAL OFFICE ADDRESS:	
Stree	t Address:	
	:	
	phone:	
Emai	1:	
TIN :	#:	UEI #:

Bidders Check List

Bid #: 2024-25

Central Dispatch UPS Replacement

	YES	NO
 I have read ALL the instructions and specifications. I have read and acknowledge the information contained in the "General Information" section of the Bid. I have filled in ALL the required documentation. I have provided all required information per the guidelines specified within the bid document. I am an officer of the company. I have the authority to obligate my company. I am returning the signed ORIGINAL and specified number of copies required per the bid document. I have organized and labeled the bid per instruction. I have retained a copy of the submission. I have properly labeled the external envelope. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award. I have provided the necessary information for the person responsible for follow-up. 		
Signature:		
Print Name:		
Title:		
Company Name:		
Company Address:		
Phone Number: Fax Number:		
E-mail Address:		
Date:		

CERTIFICATION

Bid #2024-25

Central Dispatch UPS Replacement

The individual signing below certifies:

- 1. He/She is fully authorized to submit this Bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
- 2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
- 3. This Bid was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Bid.
- 4. The content of this BID has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
- 5. No action to persuade any person, partnership, or corporation to submit or withhold a Bid has been made.

ignature:
rint Name:
itle:
ompany Name:
ompany Address:
hone Number:
ax Number:
-mail Address:
ate:

BID SUMMARY

Bid # 2024-25

Central Dispatch UPS Replacement

Equipment Cost	Price
UPS	\$
Delivery	\$
Removal of Old Equipment	\$
Total Bid Price	\$
Warranty (please provide additional warranties offered and the cost associated.)	Price
Signature:	
Print Name:	
Title:	
Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
E-mail Address:	
Date:	