REQUEST FOR PROPOSAL

#6756

FOR THE PURPOSE OF

Window coverings for various Washtenaw County Facilities

FOR
Washtenaw County
Facilities Management

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Beth A. Duffy
Senior Buyer
(734) 222-6761

Proposal Submitted by:

_____

Please type Bidder's Company Name & **include as proposal cover**

WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6756

November 27, 2013

Washtenaw County Purchasing Division on behalf of Facilities Management is issuing a sealed RFP #6756 for the purpose of supplying and installing various window coverings at various Washtenaw County Facilities.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and two (2) **bound copies each with the pricing page flagged** to the County location specified below:

Washtenaw County
Administration Building
Purchasing Division
220 N. Main Street Basement
Ann Arbor, MI 48104

By Tuesday, December 3, 2013 at 3:00 PM

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked **"SEALED RFP #6756".**
- The successful bidder will be required to furnish satisfactory insurance in the amounts specified in the contract documents incorporated in ARTICLE VII.
- Please direct purchasing and procedural questions regarding this RFP to Beth Duffy via e-mail only to **duffyb@ewashtenaw.org**
- Please direct technical questions regarding this RFP to Dept contact via e-mail only to Jason Fee at feej@ewashtenaw.org

Thank you for your interest.

RFP #6756 Various window coverings

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

"Bidder"	An individual or business submitting a bid to Washtenaw County
"Contractor/Vendor"	One who contracts to perform services in accordance with a contract
"County"	Washtenaw County in Michigan
"Facilities Management"	Washtenaw County Facilities Management

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of 3 year(s), with an option to renew an additional 2 years, pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

(Include as Attachment A)

B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.

(Include as Attachment B)

C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Include as Attachment C)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

Washtenaw County Facilities Management is soliciting for the supply/installation of various window coverings for the various Washtenaw County facilities. The window coverings may include some of the following: blinds, shades, screening, window film, etc.

1. SCOPE OF WORK

A. Through this bid, Washtenaw County is attempting to set up a Blanket Purchase Order with a Contractor to furnish and install window coverings at various locations on an "as needed" basis. The prevailing wage scale applies to this project. The Contractor who is selected will be expected to supply blinds based on the prices contained in this bid. The following manufacturers/products are acceptable product(s):

<u>Blinds</u>

1) Hunter Douglas; CD82 Blind
2) Levolor,a ewell Rubbermaid Company; Riviera Classic 1-inch Blind
3) Springs Window Fashions Division, Inc.; Bali S3000 Mini Blinds

<u>Shades</u>

1) Lutron Shading Solutions by VIMCO
2) Nysan Shading Systems Ltd.

The materials, products, and equipment described in the RFP establish a standard of required function, appearance, and quality to be met by any proposed substitution. Substitutions shall be requested in writing no later than ten (10) days before bidding. The burden of proof of merit of the proposed substitution rests solely on the proposer. If accepted, the substitution shall be included in an addendum and the decision by the Owner shall be final.

B. When blinds/shades are required, the Contractor will be contacted and requested to measure the window(s) in question. The Contractor is expected to provide a written estimate for the project, and when accepted, to order and install the blinds in a timely manner.

C. The Contractor will be expected to fully complete the attached price breakdown in the bid form. These are considered commonly used sizes. The Contractor is also requested to submit, if available, pricing for other unit sizes.

D. The County has the option of extending this contract for an additional two years providing all parties are in agreement.

2. COMPLETION

A. Upon completion of each installation, or when directed by Washtenaw County facilities staff, the Contractor shall conduct careful inspection

with facilities staff , and shall correct all defective work to the satisfaction of the facilities staff.

B. Remove all scrap, litter and debris resulting from operations specified herein, and leave work and the premises in clean and satisfactory condition.

3. WARRANTY

The contractor shall warrant all work performed under this contract for a period of two years from the date of Owner's acceptance of the completed job. Any defects in materials or workmanship appearing during this period shall be corrected without cost to the owner.

VI. PROPOSAL SPECIFICATIONS

A. REFERENCES
1) Flame-resistant materials shall pass or exceed one or more of the following tests:
   - National Fire Protection Association (NFPA) 701 (small scale for horizontal applications)

B. SUBMITTALS
1) PRODUCT DATA: Manufacturer's descriptive literature shall be submitted indicating materials, finishes, construction and installation instructions and verifying that product meets requirements specified. Manufacturers recommendations for maintenance and cleaning shall be included.
2) DRAWINGS AND DIAGRAMS: Wiring diagrams of any motorized components or units, working and assembly drawings shall be supplied as requested.
3) SAMPLE: Responsible contracting officer or agent shall supply one sample shade of each type specified in this contract for approval. Supplied units shall be furnished complete with all required components, mounting and associated hardware, instructions and warranty.

C. QUALITY ASSURANCE
1) SUPPLIER: Manufacturer, subsidiary or licensed agent shall be approved to supply the products specified and to honor any claims against product presented in accordance with warranty.
2) INSTALLER: Installer or agent shall be qualified to install specified product by prior experience demonstrated performance and acceptance of requirement of manufacturer, subsidiary, or licensed agent. Installer shall be responsible for acceptable installation.
3) UNIFORMITY: Provide window coverings of only one manufacturer for entire project.

4) FABRICATION: window covering measurements shall be accurate to within +/- 1/8”
5) ADEQUATE CLEARANCE shall be provided to permit unencumbered operation of window covering and hardware.
6) CLEAN finish installation of dirt and finger marks.
7) DEMONSTRATION demonstrate operation method and instruct owner’s personnel in the proper operation and maintenance of the window coverings.

D. DELIVERY, STORAGE AND HANDLING
1) Product shall be delivered to site in manufacturer’s original packaging.
2) Product shall be handled and stored to prevent damage to materials, finishes, and operating mechanisms.

E. JOB CONDITIONS
1) Prior to window covering installation, building shall be enclosed.
2) Interior temperature shall be maintained between 60 degrees F and 90 degrees F during and after installation; relative humidity shall not exceed 80%. Wet work shall be complete and dry.

F. PRODUCTS
ACCEPTABLE MANUFACTURERS

1) Hunter Douglas Contract / 12250 Parkway Centre Dr. / Poway, CA 92064 / Phone: 800-727-8953 / Fax: 800-205-9819 / **www.hunterdouglascontract.com** or owner approved equivalent. Contact the following for project assistance and dealer referral @ 800-964-2580 (Mideast/Midwest) Keith Burgess ext. #827311

2) Product substitutions must be approved by owner minimum of 10 days prior to close of bid

3) Levolor, a Newell Rubbermaid Company

4) Springs Window Fashions Division, Inc.

5) Lutron Shading Solutions by VIMCO.

6) Nysan Shading Systems Ltd.

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SERVICE CONTRACT CR_____

(NAME OF CONTRACTOR)

AGREEMENT is made this _____ day of _____, 2013, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and ***(NAME OF CONTRACTOR)*** located at ***(CONTRACTOR'S ADDRESS)*** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will ***(SPELL OUT SCOPE OF SERVICE)***

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed ***(SPELL OUT DOLLAR AMOUNT)***.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to ***(DEPARTMENT HEAD TITLE)*** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable**,** the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on ***(MONTH, DAY, YEAR)*** and ends on ***(MONTH, DAY, YEAR)***, *with an option to extend an additional _____ year(s).*

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies

shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: ***INSERT DEPARTMENT, & CR#_____,*** P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin,

physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

By:_____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

By:_____
David Shirley (DATE)

CONTRACTOR

By:_____
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By:_____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

ATTACHMENT D
PRICE SHEET

NAME OF BIDDER: _____

Prices listed below **must include** all labor, material, equipment and installation costs.

Window areas mentioned below are given for purpose of obtaining prices.

Horizontal Blind per specification
Window 1'-6" wide by 6'-0" high $_____

Horizontal Blind per specification
Window 3'-0" wide by 8'-0" high $_____

Horizontal Blind per specification
Window 6'-0" wide by 8'-0" high $_____

Horizontal Blind per specification
Window 10'-0" wide by 8'-0" high $_____

Please include your markup percentage on material _____%

Please submit a price sheet showing additional pricing, if available.

Please note any quantify discounts available:

_____

_____

_____

_____

_____

TIME AND LABOR COSTS: Include a copy of the hourly labor rates for Vendor's trades as ATTACHMENT E.

Attachment A – Bidder's Qualifications
Attachment B – References
Attachment C – Proposal & Contract Security Requirements
Attachment D – Price Sheet
Attachment E – Trade Labor Rates

SIGNATURE PAGE

_____	_____
Signature	Company Name
_____	_____
Print Name	Company Address
_____	_____
Title	City, County, St. Zip
_____	_____
Telephone #	Fax #
_____	_____
Federal Tax ID #	Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Signature page must be signed and returned as part of vendor proposal.

☐ By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.