

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

**# 6348**

## **FARADAY FIRE ALARM SYSTEM UPGRADE**

**LOCATED AT**

**WASHTENAW COUNTY SHERIFF'S  
DEPARTMENT  
2201 HOGBACK ROAD  
ANN ARBOR, MI 48108**

Prepared By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main B-35  
Ann Arbor, MI 48107

Crystal Wake, C.P.M. ,C.P.P.B.  
Buyer  
(734) 222-6760





## WASHTENAW COUNTY

Finance Department

**Purchasing Division**

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645  
Phone (734) 222-6760, Fax (734) 222-6764

### REQUEST FOR PROPOSAL #6348

June 25, 2007

Washtenaw County Purchasing Division on behalf of the Support Services – Operations & Maintenance Division is issuing a Sealed Request for Proposal (RFP) #6348 for an Upgrade of its existing Faraday Fire Alarm System.

**Sealed Proposals:** Vendor will deliver **one (1) original and two (2) copies** to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
Ann Arbor, MI 48104**

**BY 4:00 PM ON THURSDAY, JULY 19, 2007**

**A Mandatory Pre-Bid Walkthrough will be held at Washtenaw County Sheriff's Department located at 2201 Hogback Road, Ann Arbor, on Wednesday, July 11, 2007 at 9:00am to view the system. Attendance will be recorded.**

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

- The envelope must be clearly marked "**SEALED RFP #6348**"
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake at (734) 222-6760 or [wakec@ewashtenaw.org](mailto:wakec@ewashtenaw.org)
- Please direct any technical questions to Rick Farrell at (734) 973-4373 or email [farrellr@ewashtenaw.org](mailto:farrellr@ewashtenaw.org) or Tammy Richards (734)222-6568 or email [richardt@ewashtenaw.org](mailto:richardt@ewashtenaw.org).

Thank you for your interest.

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## I. PROPOSAL INFORMATION

**Definitions:** “**County**” is Washtenaw County in Michigan.

“**Bidder**” an individual or business submitting a bid to Washtenaw County.

“**Contractor**” One who contracts to perform services in accordance with a contract.

### **Purpose of Proposal:**

Washtenaw County Support Services – Operations and Maintenance Division is in need of upgrading its existing Faraday Fire Alarm System located at 2201 Hogback Road.

### **Proposal 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 Vendor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid 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 Bid would be awarded, and negotiations would be undertaken with that provider 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. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided, deadlines for submission of the RFP’s maybe adjusted to allow for revisions. To be considered, an original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

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## II. PROPOSAL 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.

1. Vendor's qualifications to provide the fire alarm system upgrade required by Washtenaw County. Include information such as years in business, number of employees.
2. List three references from current corporate or government customers purchasing similar services. Include business name, contact name and phone number.
3. Review contract provisions and insurance requirements. Note any limitations on providing insurance requirements as outlined in the contract provisions or any other contract provision listed.
4. The awarded vendor will be responsible for payment of security screening as determined by the County. Any employee of vendor will be subject to an approved criminal background check before entering County facilities.

## III. STANDARD CONTRACT PROVISIONS

If a contract is awarded, the selected vendor 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:

### REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Director of Support Services and/or his designee 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.

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.

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.

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 non-owned 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.

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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 County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

### 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.

### 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.

### 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.

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.

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.

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.

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.

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.

CRIMINAL BACKGROUND CHECK

The Contractor will be responsible for payment of security screening as determined by the County. Any employee of the vendor will be subject to an approved criminal background check before entering County facilities.

TERMINATION OF CONTRACT

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

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.

PRACTICE AND ETHICS

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

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.

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.

EXTENT OF CONTRACT

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

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### IV. TERMS AND CONDITIONS

**Award:** 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 (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid 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 Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

**Low Bidder:** Low Bidder will be determined by the response given on the Bid Sheet to the lowest total bidder. Washtenaw County reserves the right to reject low bids, to waive irregularities and/or informalities in any bid, and to make the award in a manner deemed in the best interest of Washtenaw County.

**Term of Bid:** The term of the contract will be for a one (1) year period from the date of award.

**NO PRICE INCREASES ARE ALLOWED** For price increases to be considered, information justifying the price increase must be submitted to the Purchasing Division at least 60 days prior to the increase taking effect. This information will be forwarded to the Support Services Operations & Maintenance Division for approval. The Purchasing Division and/or Support Services Operations & Maintenance Division will monitor the prices.

**VI. GENERAL SPECIFICATIONS**

Washtenaw County will conduct a **mandatory** walk-through on July 11, 2007 at 9:00am giving each individual or company the opportunity to visit the site of the proposed work in order to fully acquaint them with the existing system. **IMPORTANT: Completed work and all materials are to be non-proprietary and meet or exceed the NFPA-72 code.**

SCOPE OF WORK

Proposals should include but not be limited to new non-proprietary addressable fire alarm panel utilizing Faraday Fire Alarm Systems. Existing bells are to be replaced with new horn strobes. Existing pull stations are to be replaced with new pull stations.

The bid price is to include but not limited to the removal of existing Edwards Fire Alarm panel and all related equipment. The bid price is to also include all necessary material, labor, equipment, permits, drawing's test's inspection and warranties necessary for the complete installation of all items described in these specifications.

The proposal is to utilize the Faraday new 2006 addressable fire alarm panel. Completed work and all material and equipment are to meet or exceed the NFPA-72 code. **All material and equipment is to be non-proprietary.** If additional material is required to meet NFPA 72 code, it is to be included in the bid price.

All work is to be performed during the hours of 8:30 am – 5:00 pm, Monday thru Friday. The awarded contractor is to begin work within 30 days from receipt of an executed contract and purchase order and completed with the utmost speed consistent with good workmanship. All necessary permits, material and equipment are to be in place prior to the start of the project.

The awarded contractor shall provide one (1) year parts and labor warranty for all services performed under this proposal.

The awarded contractor shall provide all necessary provisions to provide a safe environment for all pedestrian traffic during the entire phase of the project.

The awarded contractor is responsible for the clean up of all areas where work is to be performed. All areas are to be put back to the same condition or better as found prior to the start of the project.

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**BID SHEET**

<b>DESCRIPTION</b>	<b>QTY.</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
Loop Expander Board	_____	\$ _____	\$ _____
Intelligent Duct Detector	_____	\$ _____	\$ _____
Remote LED	_____	\$ _____	\$ _____
Remote Duct Test Switch	_____	\$ _____	\$ _____
Sample Tube	_____	\$ _____	\$ _____
Intelligent Smoke Detector with Base	_____	\$ _____	\$ _____
Intelligent Heat Detector with Base	_____	\$ _____	\$ _____
Intelligent Single Monitor Module	_____	\$ _____	\$ _____
Intelligent Dual Monitor Module	_____	\$ _____	\$ _____
Intelligent Mini Monitor Module	_____	\$ _____	\$ _____
Multi Candela Horn/Strobe	_____	\$ _____	\$ _____
Multi Candela Strobe	_____	\$ _____	\$ _____
P/S NAC Expander Panel	_____	\$ _____	\$ _____
Lot (Shop Drawings, Submittals, Check and Test, Misc.)			\$ _____
<b>TOTAL PROJECT COST:</b>		<b>\$ _____</b>	

Additional items not listed above should be an attachment to the proposal. The list above may or may not be exhaustive and all inclusive. Pricing should include any and all other products or materials needed as determined through the site visit evaluation.

Indicate price, quantity and description of any items not listed above.

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**BID SHEET**

In the event that work needs to be performed during hours not specified in Section VI, paragraph 5, indicate your hourly rates and hours of operation.

**HOURS**

**Price/Person/Hour:**

Daytime hours M-F 8:30 am – 5:00 pm \$ \_\_\_\_\_

Evening hours during M-F list hours \_\_\_\_\_ \$ \_\_\_\_\_

Weekend hours Saturday-Sunday List hours: \_\_\_\_\_ \$ \_\_\_\_\_

Any other charges: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OTHER SERVICES:**

List warranties. Washtenaw County requires a minimum of a one (1) year warranty for all parts and labor.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City                      St.      Zip
_____ Telephone #	_____ Fax #
_____ Purchase Order Email Address	_____ Federal Tax ID #
_____ Contact Email Address	

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.

Please ensure that updated vendor information is on file with the County's Purchasing Department.