

# **PROPOSAL REQUEST**

For

**UPS Replacement & Battery**

**Replacement**

For the

**Gilmer County**

**9-1-1 Center**

September 11<sup>th</sup>, 2019

## Introduction

**Gilmer County**, 1 Broad Street Suite 10, Ellijay, Ga. 30540, is seeking proposals from firms qualified to provide a replacement UPS, Emerson N-Power 480 volt 3 phase 80 kVa UPS .

## Background

The Gilmer County system was first installed in 2009. The 911 Center serves Gilmer County Sheriff's Office and Fire Department as well as the cities of Ellijay and East Ellijay . There is one Public Safety Answering Point (PSAP) in the County.

## Proposers Background, Qualifications, and Experience

Proposers should explain why their firm is the best choice for *Gilmer County*. This section must contain the following:

**Compliance:** what requirements and safeguards does your organization employ to establish and maintain full compliance with regulations such as OSHA, NEC, State & Local Codes?

**References:** provide a list of references of similar jobs to the one you will be proposing for GILMER COUNTY.

**Risk Management:** what kind of business insurance coverage do you have to protect against error and omissions, bodily injury, property damage, and theft or disclosure of confidential information? Does your policy provide true worldwide coverage to protect your company and The County?

**Qualifications:** what qualifies your firm to replace the UPD system.

## Scope Statement

Below is a list of work that we are looking for your firm to include in the proposal:

**UPS:** Replace current 80 kVA Emerson N-Power UPS with a new 80 kVA UPS

- Proposal should include removal of existing UPS.

**Maintenance Bypass Switch:** Re-use existing maintenance bypass switch so we can bypass the UPS if necessary.

**UPS Batteries for 80kVA UPS:** • Re-use existing battery cabinet and batteries.

- Proposal should include all shipping/handling and installation and training for new UPS system.

## General Requirements

Proposals, bids, or responses will be accepted by **GILMER COUNTY no later than 1:00 p.m. (local time) September 26th, 2019**. Each proposal must be enclosed in an envelope clearly marked **GILMER COUNTY UPS Replacement**, and shall include three (3) copies.

All questions, requests, bids, responses, and proposals shall be submitted to the following address:

Captain Frank Copeland, Gilmer County Sheriff's Office, 1 Broad Street Suite 103, Ellijay, Ga. 30540

Email [fcopeland@gilmersheriff.com](mailto:fcopeland@gilmersheriff.com)

All timely responses will be reviewed by GILMER COUNTY prior to acceptance/contract award. Responses may be hand delivered or sent by mail, and must address the specifications set forth in this request. Any response, bid, or proposal received after the above deadline will be considered late, and will not be opened or considered. When the contract is awarded, all proposals will be subject to the Georgia Open Records Act and the proposals will be available to the public.

### **Timeframe**

The timeframe for all responses must be complete and in possession of **GILMER COUNTY by 1:00 p.m. (local time) on September 26, 2019**. Proposals will be opened at an unspecified time after the **September 26<sup>th</sup>, 2019 deadline of 1:00 p.m. (local time)**. Each submission/proposal must be complete. Any incomplete or non-responsive proposals will be rejected. All respondents shall comply with this RFP as a basis for the award of a contract.

### **Approval**

The actual acceptance of any proposal may be delayed. Therefore, all proposal responses must remain valid for a period of no less than ninety (90) days.

### **Insurance Requirements and Liability**

The PROVIDER shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the PROVIDER from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from acts, errors, or omissions of the PROVIDER and its employees, agents, and subcontractors in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

The PROVIDER shall also maintain professional liability insurance to protect the PROVIDER against the negligent acts, errors, or omissions of the PROVIDER and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.

The PROVIDER's insurance coverage shall be for not less than the following limits of liability:

1. *Commercial General Liability: \$500,000.00 per claim up to \$2,000,000.00 per occurrence;*
2. *Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;*
3. *Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and*
4. *Professional Liability (Errors and Omissions): \$1,000,000.00, each claim and in the annual aggregate.*

The PROVIDER shall, upon request at any time, provide GILMER COUNTY with certificates of insurance evidencing such policies and confirming that they are all in full force and effect as required by this Agreement. All such policies shall name GILMER COUNTY as an additional insured.

Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Georgia.

As between PROVIDER and GILMER COUNTY, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement. **There will be no exceptions to the insurance requirement.**

### **Contract Nullification**

GILMER COUNTY may, at any time, nullify the agreement if, in the judgment of GILMER COUNTY, the provider has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the provider(s), but no further sums shall be owed to the provider(s). The agreement between GILMER COUNTY and the PROVIDER is contingent upon approved annual budget allotments, and is subject, within fifteen (15) days notification, to restrictions, or cancellation if budget adjustments are deemed necessary by GILMER COUNTY.

### **Payments**

Invoices that are submitted by the awarded provider are required to provide accurate and current addresses. Payment terms shall be specified in the proposal response, including any discounts for early payment. GILMER COUNTY discourages the practice of picking up checks in person, unless there is an emergency situation.

Invoices are to be submitted to:

Gilmer County Board of Commissioners  
1 Broad Street Suite 1, Ellijay, Ga. 30540

**Invoicing & Terms of Payment:** The provider shall provide an invoice upon completion of the specified requested services, and acceptance by GILMER COUNTY and indicate payment terms and any prepayment discounts.

### **Selection Procedure**

GILMER COUNTY will evaluate the responses based on experience with government public safety entities, qualifications, and pricing structure. Companies may be required to interview with GILMER COUNTY before signing an agreement to provide services. GILMER COUNTY reserves the right to negotiate a contract, including a scope of work, and contract price, with any proposers or other qualified party.

This Request for Proposal does not commit GILMER COUNTY to award a contract, to pay any costs incurred in preparation of a response to this Request, or to procure or contract for services or supplies. GILMER COUNTY reserves the right to accept or reject any and all responses received as a result of this Request, or cancel this Request in part or in its entirety if it is in the best interests of GILMER COUNTY to do so. Proposers shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, agent or director of GILMER COUNTY for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Proposal.

Respondents shall be capable of providing the highest quality level of service, performed by trained personnel.

### **Submittal Requirements**

To be eligible for consideration 3 copies of the response **must be received by GILMER COUNTY no later than 1:00 P.M. (Local Time), September 26<sup>th</sup>, 2019**. Proposals can be submitted via U.S. Mail or in person or other delivery method. Proposals delivered via U.S. Mail or special delivery should have the exterior of all proposal packages labeled with the proposal title. Late submittals will not be considered and will be returned to submitter unopened. GILMER COUNTY will confirm receipt of proposal upon request.

**The package should be marked:**

**Gilmer County Sheriff's Office**

**UPS Replacement**

**1 Broad Street Suite 103**

**Ellijay, Ga. 30540**

**ATTN: Captain Frank Copeland**

Proposals must include a signed cover letter offering to provide services. Unsigned proposals will be rejected.

### **Questions and Inquiries**

It is the policy of GILMER COUNTY to accept questions and inquiries in writing (and/or e-mail-fax) from proposers. Answers will be given in the form of a written addendum to the RFP and shall be binding unless modified in subsequent written addenda. Oral explanations or instructions given over the phone prior to the proposal submission date shall not be binding.

**All written questions must be directed to the individual designated below:**

**Gilmer County Sheriff's Office**

**UPS Replacement**

**1 Broad Street Suite 103**

**Ellijay, Ga. 30540**

**ATTN: Captain Frank Copeland**

**E-MAIL: [fcopeland@gilmersheriff.com](mailto:fcopeland@gilmersheriff.com)**

### **Proposal Requirements**

GILMER COUNTY will not be liable for any costs incurred by the Proposer in the preparation, presentation or in any other aspect of the Proposal.

Provider is required to provide evidence that you meet The Gilmer County Insurance Requirements.

Provider shall provide a reference list of clients that have a current contract for services with their company.

Provider shall provide evidence of a company safety program and, if supported, a drug testing program.

**The entity responsible for fulfilling this agreement shall be identified in the proposal response.**

### **Right to Seek a New Proposal**

**GILMER COUNTY reserves the right to receive, accept, or reject any and all proposals for any, or all, reasons.**

Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of GILMER COUNTY.

In comparing the responses to this RFP and making awards, GILMER COUNTY may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

### **Terms and Conditions**

Any contract or agreement resulting from the acceptance of this proposal by GILMER COUNTY will be approved by GILMER COUNTY' Attorney, and shall contain, as a minimum, applicable provisions of this Request for Proposal. GILMER COUNTY reserves the right to reject any agreement that does not conform to the Request for Proposal and any GILMER COUNTY requirements for agreements and contracts. Providers should include any standard contract documents with their proposal.

GILMER COUNTY reserves the right to request clarification of information submitted and request additional information as needed.

### **Applicable Law**

GILMER COUNTY is an equal opportunity employer. GILMER COUNTY does not discriminate against anyone on the basis of race, sex, color, age, religion, ancestry, national origin, qualified disability, marital status, sexual orientation, genetic information or military status.

The successful Provider agrees that they shall comply with all local, state, and federal laws, statutes, rules, and regulations.

Any contract will be interpreted under the laws and statutes of the State of Georgia.

### **Indemnification and Hold Harmless**

Contractor hereby releases, remises and forever discharges Gilmer County and the Gilmer County Sheriff's Office, its agents, employees, officers, successors and assigns from any and all liability for loss or damage of any kind of nature whatsoever arising out of injury or death caused by Contractor and/or any of its agents, employees, officers, representatives, invitees, or independent contractors, which loss or damage may be caused by or as a result of or is related in any way to Contractor working in pursuant to this Agreement.

Contractor also agrees and hereby assumes the risk of and sole liability for and hereby agrees to defend, indemnify and hold Gilmer County and the Gilmer County Sheriff's Office, its agents, employees officers, successors and assigns ("Indemnified Parties") harmless from any losses, claims, action, damages, expenses or liability of any kind or nature whatsoever (including cost of defense and attorney's fees), resulting from or arising out of property

damage, personal injury or death of Contractor's agents, employees, officers, representatives, invitees, or independent contractors or any other persons, which personal injury or death results from, arises out of or is related to Contractor's work pursuant to this agreement.