

# **PROPOSAL REQUEST**

For

**UPS Replacement & Battery  
Replacement**

For the

**Northwest Central  
9-1-1 System**



February 12, 2018

## Introduction

**The Northwest Central 9-1-1 System** (hereinafter referred to as “NWC911”), 1975 E. Davis Street, Arlington Heights, Illinois, is seeking proposals from firms qualified to provide a replacement UPS, Manual Bypass Switch and battery replacement for an existing MGE Comet 50KVa UPS .

## Background

The NWC911 system was first installed in 1991. The System serves eleven communities and a population of 485,000. There is one Public Safety Answering Point (PSAP) in the region with over 70 dispatchers/call takers. Currently, NWCDS is operating on two of the three provisioned UPS's for the dispatch facility.

## Proposers Background, Qualifications, and Experience

Proposers should use this section to explain why their firm is the best choice for *NWCDS*. 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 *NWCDS*.

**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?

**Qualifications:** what qualifies your firm to replace the UPS and batteries.

## Scope Statement

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

**UPS:** Replace current 40 kVA MGE Comet UPS (Serial # B03-11289) with a new 40 kVA UPS (must include batteries for the new UPS in the proposal).

- 2 external battery cabinets
- Solution should be designed to run for 45 minutes under full load.
- Proposal should include integrated remote monitoring and alarm notifications system.
- Proposal should include removal of existing UPS and remaining batteries.

**Maintenance Bypass Switch:** Provide and Install a maintenance bypass switch so we can bypass the UPS if necessary.

**UPS Batteries for 50kVA UPS:** We also need batteries replaced on our 50 kVA MGE Comet.

- Batteries should Exide GNB Sprinter S12V500 or equivalent.
- 72 batteries (2 cabinets)
- Proposal should include all shipping/handling
- Proposal should include all labor for replacing batteries.
- Proposal should include removal of batteries being replaced.
- Batteries must be changed with no disruptions to service (can't shut load off during change).

## General Requirements

Proposals, bids, or responses will be accepted by NWC911 no later than 1:00 p.m. (local time), **March 7, 2018**. Every proposal must be enclosed in an envelope clearly marked **NWC911 UPS Replacement**, and shall include three (3) copies or sent electronically with the proposal title in the subject field.

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

Brian Drake, Deputy Director – Support Services  
1975 E. Davis Street  
Arlington Heights, IL 60005  
(847) 590-3410  
bdrake@nwcds.org

All timely responses shall be reviewed by NWC911 prior to acceptance/contract award. Responses may be hand delivered, emailed or sent by mail, and must address the specifications set forth in this request. Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. When the contract is awarded, all proposals will be subject to the Illinois Records Act and the proposals will be available to the public.

## Timeframe

The timeframe for all responses must be complete and in possession of NWC911 by 1:00 p.m. (local time) on **March 07, 2018**. Proposals will be opened at an unspecified time after the March 7<sup>th</sup> deadline of 1:00 p.m. (local time). Each submission/proposal must be complete. Any incomplete responses will be rejected. All respondents will 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 the negligent 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 NWC911 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 NWC911 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 Illinois.

As between PROVIDER and NWC911, 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**

NWC911 may, at any time, nullify the agreement if, in the judgment of NWC911, 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 NWC911 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 NWC911.

## **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. NWC911 discourages the practice of picking up checks in person, unless there is an emergency situation.

Invoices are to be submitted to:

Finance Manager  
Northwest Central 9-1-1 System  
1975 E. Davis Street  
Arlington Heights, Illinois 60005

**Invoicing & Terms of Payment:** The provider must provide an invoice upon completion of the specified requested services, and acceptance by NWC911 and indicate payment terms and any prepayment discounts.

## **Public Safety Customer Base**

This section will describe the provider's current public safety customer base. Include a minimum of five (5) detailed references, outlining for each:

- Contact name, title, address, phone number
- Service Population
- Date of work completed

Also, include a list of all public safety customers.

## **Selection Procedure**

NWC911 will evaluate the responses based on experience with government public safety entities, qualifications, and pricing structure. Companies may be required to interview with NWC911 before signing an agreement to provide services. NWC911 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 NWC911 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. NWC911 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 NWC911 to do so. Proposers shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, agent or director of NWC911 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 NWC911 no later than 1300 Central Time, March 07, 2018. Proposals can be submitted via U.S. Mail or sent electronically 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. Proposals submitted electronically should contain the proposal title in the subject field. Late submittals will not be considered and will be returned to submitter unopened. NWC911 will confirm receipt of proposal upon request.

The package should be marked:

Northwest Central 9-1-1 System  
UPS Replacement and Battery replacement  
1975 E. Davis Street  
Arlington Heights, IL 60005  
Attn. Brian Drake

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

## Questions and Inquiries

It is the policy of NWC911 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:

Brian Drake  
Deputy Director – Support Services  
Northwest Central 9-1-1 System  
1975 E. Davis Street  
Arlington Heights, IL 60005  
PHONE: 847-590-3410  
FAX: 847-590-3369  
E-MAIL: bdrake@nwcds.org

## Proposal Requirements

NWC911 is not 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 NWC911 Insurance Requirements.

Provider is required to 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

**NWC911 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 NWC911.

In comparing the responses to this RFP and making awards, NWC911 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 NWC911 shall be approved by NWC911' Attorney, and shall contain, as a minimum, applicable provisions of this Request for Proposal. NWC911 reserves the right to reject any agreement that does not conform to the Request for Proposal and any NWC911 requirements for agreements and contracts. Providers should include any standard contract documents with their proposal.

NWC911 reserves the right to request clarification of information submitted and request additional information as needed.

The Provider shall indemnify and hold harmless NWC911, its agents, and its employees from and against all claims for personal injury, property damage or stolen goods, including claims against NWC911, its agents, or servants arising out of the Illinois Structural Work Act (Illinois Revised Statutes Chapter 48, Section 60 through 69 inclusive), and all losses and expenses, including attorney's fees that may be incurred by NWC911, defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. In any and all claims against NWC911 or any of its agents, or servants by an employee of a Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Provider or subcontractor under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts.

The provider will be responsible for any damages, injuries, accidents, and claims resulting from, and or occurring during completion of specified services.

The provider will be responsible for transportation of all materials to the job site (FOB Destination) and be responsible for insurance on all materials after initiation of job until the point where NWC911 accepts the completed project.

### **Applicable Law**

NWC911 is an equal opportunity employer. NWC911 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. In the event that any claims should arise with regards to this contract, for a violation of any such local, state, or federal law, statues, rules, or regulations, the provider will indemnify and hold NWC911 harmless for any damages, including court costs or attorney fees which might be incurred.

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

NWC911 does not enter into contracts which provide for mediation or arbitration.

Therefore, any action arising from any contract made from these specifications shall be brought in the state courts in Cook County, Illinois or the United States Federal District Court for Illinois.