

GREAT LAKES WATER AUTHORITY

REQUEST FOR BID

FY15 1030 12MAY16 RFB Battery Maintenance and Testing

Date Issued: May 13, 2016

Date Due: June 6, 2016

Issued By: David Tellewoyan
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Great Lakes Water Authority
Supply Chain Operations - Procurement

*****THIS IS NOT AN ORDER*****

Request for Bid

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Purpose

The purpose of this Request for Bid (RFB) is to evaluate potential suppliers of Batteries and Battery Maintenance Service. Great Lakes Water Authority, hereinafter referred to as **GLWA**, is issuing this RFB in order to identify and evaluate vendor qualifications and delivery capabilities. Interested parties are invited to review this RFB and to submit, via MITN, their response to provide the specified Batteries and Maintenance Services to GLWA. GLWA reserves the right to reject any and all bids and to award the contract in the best interest of GLWA.

Cooperative Purchases

This bid solicitation includes the GLWA's preference for environmentally preferred goods and services where applicable. GLWA will utilize and compare the responses to this bid to available cooperative purchasing agreements.

Illustrative List of Government Cooperatives:

National Intergovernmental Purchasing Alliance (National IPA)

National Joint Powers Alliance (NJPA)

Western States Contracting Alliance (WSCA)

GSA (US General Services Administration)

U.S. Communities

MIDEAL

The Cooperative Purchasing Network (TCPN)

Energy Efficiency

Bidder is required to review proposed products for installation ensuring that they are at a minimum "Energy Star" rated. Bidder is to supply all the required documentation that will qualify GLWA for energy program incentives offered by the utilities of others. Equipment choices to be reviewed by a qualified Energy Manager for input and signoff. Incentive paper work will be submitted by GLWA Energy Manager.

Submission and Receipt of Bids

Bids to receive consideration shall be received prior to the specified time as designated on the MITN bid form. **NO LATE BIDS WILL BE ACCEPTED.** A Statement of "No Bid" with specific reason should be placed in the comments section provided. No faxed or e-mailed bids will be accepted unless otherwise directed. All pages and information requested shall be furnished completely in compliance with instructions. GLWA reserves the right to declare as non-responsive, and reject any incomplete bid if material information is not furnished, or where indirect or incomplete answers or information is provided, or if GLWA believes it would not be in the best interest of the project to make an award to the bidder. GLWA reserves and has the right to negotiate contract terms with the apparent successful bidder. All bids shall be signed by an authorized officer or employee of the bidder.

Bid Schedule:

Issuance of this RFB	May 13, 2016
Bidders Site Visit	10 a.m. — May 20, 2016
Deadline for written Questions	1 p.m. — May 27, 2016
DUE DATE FOR BIDS	1 p.m. — June 6, 2016

I. Standard Terms and Conditions

Adherence to Terms of Bids

A bid once accepted by GLWA may become a binding contractual obligation of the bidder. The failure of a successful bidder to accept this obligation and to adhere to the terms of the bidder’s bid may result in rejection of the bid and the cancellation of any provisional award to the bidder.

Rejection of Bids

GLWA expressly reserves the right to reject any and all bids, waive any non-conformity, re-advertise for bids, to withhold the award for any reason GLWA determines and/or take any other appropriate action that is in the best interest of GLWA.

Changes in Bid Requirements

GLWA may make changes to the requirements of this RFB, as it deems necessary. Such changes, if made, will be in writing, issued through Supply Chain Operations and will posted on MITN. If changes are made, GLWA may at its discretion, extend the time allowed for submission of bids.

Registering with MITN

1. Go to www.MITN.info and follow the register links
2. Call 1-800-835-4603

Termination of Requirements

GLWA reserves the right to accept or reject any or all bids received. GLWA also reserves the right to negotiate with all qualified sources. GLWA may cancel this RFB in part or in its entirety, if it is in its best interest to do so. This RFB does not commit GLWA to award a contract, to pay any costs incurred in the preparation of a bid under this request, or to procure or contract for services.

Incurring Cost

GLWA is not liable for any cost incurred by any bidder prior to signing of an agreement by all parties. All fees/prices quoted by bidder will be the maximum cost for the duration of the contract.

Damages

The Bidder shall be held liable for all damages done as a result of its operations. All property damage will be assessed for actual repair or replacement costs including labor, materials, and equipment. Bidder shall be billed for all costs related to damages caused by its operations.

Duration of Qualification

No qualifications, once submitted, may be withdrawn for 90 days after opening. The contents of each qualification shall become contractual obligations, if GLWA awards a contract. Failure to accept these obligations at any time during the contract period may result in cancellation of the contract and other penalties.

RFB Disclaimer

It shall be the responsibility of the Bidder to thoroughly review the provisions of this RFB. After executing the contract, no consideration will be given to any claim of misunderstanding. Bidders must state in their submission any clauses to which they take exception to in the RFB. This will be factored in to the evaluation decision. Bidders are encouraged to review the entire RFB, including, but not limited to the compliance with laws, termination, Insurance, subcontracting, indemnity, payment and waivers, general and special conditions.

Compliance with Federal, State and Local Laws

The provider must comply with all applicable federal, state and local laws, rules and regulations. The successful bidder must not discriminate or permit discrimination against any person or group on the basis of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation in any manner prohibited by law.

General Conditions

It is the responsibility of the Bidder to review **Attachment E** which will be the basis for your Contract with GLWA. Any **material** changes shall be submitted as *marked changes* in an uploaded document. In the pricing of your bid, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All response materials are to be uploaded to MITN.

Award Clause Including Term and Renewal Options

GLWA may make multiple awards to one or more bidders from this RFB based on GLWA's needs. The evaluation and award of this bid will be based on a combination of factors including, but not limited, to the following: price, past performance, ability to meet requirements, completeness of bid, compliance with specifications and any other factors considered to be in GLWA's best interest. GLWA shall assess competitive solicitation responses in order to determine in its sole discretion, the most capable vendor(s) that will meet or exceed the requirements of the solicitation while providing the most value. If GLWA determines that the unit price for any item is materially different from either other bidders or the general market, or does not meet requirements or specifications, GLWA may at its sole discretion, reject the bid as not responsible or non-conforming. GLWA reserves the right to delete any individual item(s) or groups of items.

1. The term of the contract will be for two (2) years with two one-year renewal option.
2. GLWA reserves the right to delete any individual item(s) or groups of items.

GLWA Responsibility

The responsibilities under this (proposed) contract are that the Great Lakes Water Authority is obligated during the period stipulated to purchase all of its NORMAL REQUIREMENTS of the above referenced products and/or services from the bidder, and the bidder is obligated to supply the quantities and/or services which GLWA requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

Quantities

While specified quantities are a reasonable estimate of GLWA's projected usage for one year, they are subject to variation and are given solely for the purpose of comparing bids. Quantities to be delivered will be based upon amounts needed at the time orders are placed. The bidder, however, shall provide all quantities actually required by GLWA for the period indicated.

Tax Excluded from Price

- a) Sales Tax: For purchases made directly on or behalf of GLWA, GLWA is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- b) Federal Excise Tax: GLWA may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for GLWA's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

Method of Payment

The completed work will be paid at the contract unit prices at Net 45 Terms, which shall be payment in full for all labor, equipment, supplies, consumables, and materials required to complete the work described herein to the satisfaction of the respective GLWA facility managers. Payment under a unit price item shall be made only if all work scheduled has been satisfactorily completed, including without limitation all daily, weekly, quarterly, semi-annual or annual work previously scheduled to be performed. The Bidder shall furnish an invoice for services rendered for each application period. The billing shall reference the appropriate purchase contract number and reflect the Contract unit prices.

Bidders are encouraged to offer quick payment terms (i.e. _____% discount off invoice if paid within _____ days).

Bidder's out-of-pocket expenses are not separately reimbursable by GLWA unless, on a case-by-case basis for unusual expenses.

Invoicing

All invoices shall be emailed to **accountspayable@glwater.org** or mailed to Great Lakes Water Authority, Attn: Accounts Payable, P. O. Box 441370, Detroit, MI 48244 and contain:

- (a) Vendor information: full name of business, federal identification number, unique invoice number, date of invoice, Purchase Order number, and part of item number; and

- (b) Quantity and pricing information: description of goods or services, part or item number, quantity of goods or services provided, unit price of goods or services provided, part or item subtotal (quantity, unit cost), and discount terms (if applicable); and
- (c) Delivery information: location and date of delivery of goods or services provided, and delivery terms.

In addition, where applicable, invoices for services shall contain:

- (a) The cost of all Services for the subject billing period;
- (b) The total cost of the Services rendered to date;
- (c) The date of each Service performed;
- (d) The name of the person who performed the Service (each item should refer to only one person);
- (e) Written acceptance by GLWA of the service performed, deliverable completed, milestone met, etc.
- (f) A brief description of the Service performed;
- (g) The amount of time expended on performing the Service;
- (h) Each expenditure or charge for which reimbursement is sought; and
- (i) Copies of receipts for any Reimbursable Expenses for which payment or reimbursement is being requested.

Insurance

Bidder is required to provide the following insurance listing GLWA as additional insured. The Bidder shall maintain at its expense during the term of this Contract, the following insurance:

1. Workers' Compensation insurance with Michigan statutory limits.
2. Employer's liability insurance with minimum limits of \$500,000.00 each accident or disease or person.
2. Public General Liability insurance with a combined single limit of \$500,000.00 per occurrence subject to a minimum aggregate limit of \$1,000,000.00.
3. Commercial General Liability insurance (Broad Form Comprehensive) with a combined single limit of \$3,000,000.00 per occurrence.
4. Professional Liability Insurance (Errors and Omissions) with \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate.
5. 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 Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by bidder's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.

If during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of GLWA render inadequate the insurance limits, the Bidder will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Bidder's expense, under valid and enforceable policies.

All policies shall name the Bidder as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to GLWA. The Public Liability insurance policy shall name the GLWA as an

additional insured. Certificates of insurance evidencing such coverage shall be submitted to GLWA, Supply Chain Operations, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

Sub-Contractor Insurance Coverage

Except where GLWA has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under the Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

II. Scope of Work

The Work included under this scope of work consists of batteries, maintenance and testing services at GLWA Wastewater Treatment Plant and CSO Basins. This listing may not be all-inclusive. The pricing shall include all costs for the services described in this RFB.

The site walk through will be held on Friday, May 20 at 10:00 am at Wastewater Treatment Plant, 9300 W. Jefferson Ave. Suite 213. Contractors participating in the site walk through shall use the second West Jefferson visitors entrance. Please call David Tellewoyan upon arrival for access to the Procurement Department at 313-297-6497.

Contract Term

The contract shall be for a two (2) year period. There is an option for a two (1) year extension(s) upon mutual consent between the bidder and GLWA. Any future extensions would be under the same terms and conditions of the original bid.

"Or Department Approved Equal" Bidding

When a bid standard "or Department Approved Equal" is specified, the bidder may offer an article which he certifies to be equal in quality, performance, and in other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the bid standard.

Estimated Amount of Contract

The quantity indicated in the schedules are merely estimates based on experience. GLWA will neither be compelled to order in quantities of any item, nor will it be limited by the quantity indicated for any item, but the quantity to be ordered will be such as may actually be required.

Service Calls

The Bidder shall respond to GLWA service calls within four (4) hours. The Bidder is required to respond to GLWA service calls within this time period. If, however, in the sole opinion of GLWA,

the Bidder fails to perform satisfactorily, GLWA reserves the right to consider the Bidder in default and call upon the bonding company to perform.

Delivery, Storage, and Handling of Materials & Equipment

All material and equipment shall be handled in a manner to avoid damage or breakage and delay in the completion of the work. The Bidder shall repair or replace, without cost to GLWA and to the satisfaction of the Engineer, all items damaged or broken as a result of his operation.

The Bidder shall notify the Department not less than two days in advance of the delivery of any equipment. All materials to be incorporated in the work shall be properly arranged, covered, and protected and the Bidder shall be solely responsible for the safety of the same. Materials improperly stored shall not be included in estimates for partial payment, or if already included, shall be deducted from subsequent estimates. Materials may be stored on the site in locations designated by the Engineer.

Marking

Unless otherwise specified, shipping containers shall be marked with name of the material, the class and quantity contained therein, the name of the bidder, and the number of the Contract and/or Great Lakes Water Authority Purchase Order.

Guarantee

The Bidder shall guarantee all material and workmanship in writing for the period of one (1) year from the date of completion of the work. The guarantee shall include quality, performance and compliance with all applicable local, state and national codes and standards.

Work Authorization

The Bidder shall proceed with work only upon written authorization from GLWA designated representative.

GLWA Staff Roles and Responsibilities

After GLWA's Supply Chain Operations (SCO) receives the properly executed Contract, it is anticipated that the GLWA Raymond Zdonkiewicz, Plant Maintenance Senior Foreman in consultation with the respective representative Agency, or any other person's designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by GLWA Supply Chain Operations.

III. Bidders Requirements

Bidder's Qualifications Requirements

Bidder must be experienced in providing required services, goods, etc. for a minimum period of five years. Bidders shall provide all the required information to substantiate their qualifications.

Bidder must have proper equipment, safety requirements, etc. to provide services, goods required as specified in this RFB. Bidder must own and operate a facility off-site of GLWA property with appropriate support staff.

Bidders offering bids on equipment and/or supplies must be an authorized Original Equipment Manufacturer's Agency List, authorized and capable, under explicit contractual agreement, to enforce the manufacturer's warranty, as well as repair (should it become necessary) without the necessity of outsourcing for unauthorized repair.

Prior to award, verification of the above may be required in the form of a letter from the manufacturer stating confirmation of your compliance with the Bidders Qualification Criteria. Failure to provide written confirmation from the manufacturer may result in the rejection of your bid.

Attachment F is provided for Bidders to download, fill out, and upload to MITN a client list of References.

IV. Bid Process

Required Submittal Information

Bids received must include all required documents as specified/attached in the RFB. Bidders shall provide pricing utilizing the Bid Forms provided. Bidders shall also provide costs for providing requested services on a document specifying in detail the cost breakdown of goods & services. The detail cost breakdown is a requirement and must be included with your response. GLWA desires to receive bids which present cost effective solutions whereby cost savings may be achieved over the life of the entire contract.

Submittal Instructions

All bids must be submitted electronically via MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK) @ WWW.MITN.INFO BEFORE 1:00 P.M. ON Tuesday June , 2016. Each bidder is responsible for ensuring that its bid is received on a timely basis. GLWA is not responsible for bids not submitted electronically via MITN. Faxed and or email bids will not be accepted.

Registering with MITN

3. Go to www.MITN.info and follow the register links
4. Call 1-800-835-4603

Firms shall not distribute their bids to any other GLWA office or GLWA employee. Bids received become the property of GLWA. GLWA is not responsible for any costs associated with preparation or submission of bids. Bids received will be subject to disclosure under applicable Freedom of Information Act (FOIA). An officer of the company authorized to bind the company to a contractual obligation with GLWA must sign the bids. The contact person regarding the bid should also be specified by name, title, and phone number. All firms submitting a bid in response to the RFB will be notified on MITN as to GLWA's recommendation for award.

Bidders responding to the RFB shall provide written notice in the response of the intent to take exception to any requirement in the RFB. Should you be in doubt as to the true meaning of any portion of this RFB, or should you find any patent ambiguity, inconsistency, or omission therein, please submit an e-mail for an official interpretation or correction as per the instructions of this RFB. GLWA may make changes to the requirements of this RFB as it deems necessary. Such changes, if made, will be in writing by GLWA and will be posted on MITN. If changes are made, GLWA, at its discretion may extend the time allowed for submission of qualifications. No changes will be made after the qualification due date. GLWA reserves the right to reject in whole or in part any and all qualifications received.

Question Deadline

All questions regarding the RFP shall be submitted in writing via email no later than 1:00 p.m. on May 27, 2016 to the attention of:

David Tellewoyan

Great Lakes Water Authority

Supply Chain Operations (SCO)

E-mail: David.Tellewoyan@glwater.org –

Please reference - RFB # 1030 Battery Maintenance and Testing Services – in the subject line.

NO TELEPHONE CALLS WILL BE ACCEPTED. ALL INQUIRIES MUST BE VIA EMAIL

Bidders shall provide written notice in the Bid of intent to take exception to any requirements of the Request for Bids. Such exceptions may reflect negatively on the evaluation of the Bid. GLWA does not guarantee a response to questions not submitted after the question deadline.

Preparation of Bid

The bid shall be in the format and with attachments and completed forms as specified in these instructions. Each bid shall show the full legal name and businesses address of the prospective bidder, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective bidder as noted on Attachment A – Signature Page. Bids by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. Date of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

Bidders are advised that no oral interpretation, information or instruction by an officer or employee of GLWA shall be binding upon GLWA.

Bid Content Requirements

All information pertaining to the prospective bidder's approach in meeting the requirements of the RFB shall be organized and presented in the prospective bidder's bid documents. The instructions contained in this RFB must be strictly followed. Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful bid may be incorporated into any ensuing contract, all prospective bidders are further cautioned not to

make any claims or statements that cannot be subsequently included in a legally binding agreement.

To be considered responsive, each bid must, at a minimum, present and/or respond to the following RFB sections in their entirety. All pages of the submission must be numbered, excluding exhibits, drawings and other supplemental information which may be added as Attachments.

1. **This RFB document with summary instructions.**
2. **Attachment A - Signature Page**
 - a. Please download this document from MITN, pre-fill out, print, sign, scan, and upload as part of your response in MITN.
3. **Attachment B – Specifications**
 - a. Detailed scope of goods and services requested.
4. **Attachment C – Pricing Sheet:**
 - a. Please download this document from MITN, fill out, and upload as part of your response in MITN.
 - b. Bids must provide a Pricing Bid and cost all activities as indicated, spreadsheet cells will be unlocked if additional cost data can be added by Bidder.
5. **Attachment D- GLWA Site Locations**
 - a. List of GLWA locations affected by the RFB. (Subject to Additions/deletions).
6. **Attachment E – General Conditions – this is GLWA’s standard baseline Contract.**
 - a. Please download this document from MITN, mark any *material changes* as Tracked Changes, and upload to MITN as part of your submission.
 - b. If there are no changes to be made, no action is required and the assumption of Contract Acceptance is part of your submission.
 - c. After an AWARD is made, this document will be sent to you as a completed Contract for your review and signature. It is expected at that point no changes will be made.
7. **Attachment F – Reference Form**
 - a. Please download this document from MITN, fill out, and upload as part of your response in MITN.

Attachment A - Signature Page

(Please download from MITN, pre-fill out information, print, sign, scan, & upload to MITN)

Attachment B- Specifications

Attachment C- Pricing

(Please download from MITN, fill out, and upload as part of your response in MITN).

Attachment D – GLWA Site Location (Equipment)

Attachment E- General Conditions – Standard Baseline Contract

(Please download this document from MITN, mark any material changes as Tracked Changes, and upload to MITN as part of your submission).

Attachment F- References

BIDDER'S COMPANY NAME _____
RFB# [insert name of RFB]

Contract Information			
Name of Contact: _____			
Title: _____		Phone: _____	
Company: _____			
Address: _____			
Street Address			Suite #
City		State	ZIP Code
When were services provided?	START DATE:	END DATE:	
Contract Information			
Name of Contact: _____			
Title: _____		Phone: _____	
Company: _____			
Address: _____			
Street Address			Suite #
City		State	ZIP Code
When were services provided?	START DATE:	END DATE:	
Contract Information			
Name of Contact: a _____			
Title: _____		Phone: _____	
Company: _____			
Address: _____			
Street Address			Suite #
City		State	ZIP Code
Dates services were provided?	START DATE:	END DATE:	
Contract Information			
Name of Contact: _____			
Title: _____		Phone: _____	
Company: _____			
Address: _____			
Street Address			Suite #
City		State	ZIP Code
Dates services were provided?	START DATE:	END DATE:	

