



**FISCAL SERVICES DEPARTMENT
PURCHASING DIVISION**

*Kent County Administration Building, 300 Monroe Avenue N.W., Grand Rapids, Michigan 49503-2289
Phone: (616) 632-7720 • Fax: (616) 632 -7715 • Email: purchasing@kentcountymi.gov*

SOLICITATION

Requesting Agencies	Kent County
Solicitation Type	BID
Solicitation Number	3651
Description	Exterior Parking Lot LED Lighting Retrofit
Date of Issuance	04/3/2019
Inquiries Deadline Date & Time (local)	04/17/2019, 8 AM
Due Date & Time (local)	04/25/2019, 10 AM
Buyer Name	Laming
Purchasing Website	www.accesskent.com/purchasing

INTRODUCTION

The Kent County Purchasing Division is soliciting bids for the Kent County Sheriff Office to retrofit or replace all exterior parking lot and service drive lighting with LED lighting.

The Respondent is required to evaluate utility energy efficiency incentives for all energy-consuming products within the defined scope of work. If an incentive measure is applicable the Respondent will submit an application on behalf of the County. Application and reimbursement funds shall be marked attention Kent County Purchasing Division Manager. Energy Incentives to be evaluated include both prescriptive and custom projects. Energy Incentives are to be reimbursed directly to the County and independent of the bid submission. The Respondent shall use utility rebate qualified, energy efficient products to the maximum extent possible without jeopardizing the project’s budget or overall quality.

The sealed responses will be publicly opened and read aloud by the Kent County Purchasing Division, located at the Kent County Administration Building at 300 Monroe Avenue NW, 2nd Floor, Grand Rapids, MI 49503 at the due date and time.

PRE-SUBMISSION CONFERENCE

Conference Date	4/17/2019
Conference Time (local)	9 am
Mandatory	Yes
Call-In Option Available	No
Conference Location	Kent County Jail Admin - 703 Ball Ave NW

A pre-submission conference is scheduled for this request. Attendees should arrive a minimum of five (5) minutes before the conference scheduled date and time. The conference purpose is to provide equal opportunity to seek clarifications and inspect the location, if applicable. Attendees shall have fully

reviewed all solicitation documents and correspondence prior to the conference. Attendees will not be allowed to sign in after the conference has commenced at mandatory meetings and are disqualified from the process.

Attendee shall be an employee or authorized reseller of the Respondent with requisite knowledge, skill and abilities to participate.

Meeting attendees assume all possible technical issues associated with teleconferencing and deem the County and its service provider harmless and without fault regardless of the reason. Attendees requiring special services are asked to provide their requirements to the Kent County Purchasing Division at least forty-eight (48) hours in advance to allow for accommodations.

SCOPE

Parking lot and service drive pole and lights

Number of light poles – 51

3-Head Fixtures – 4

2-Head Fixtures – 7

Single Head Fixtures – 40

Total number of Heads – 66

Wall Packs – 87

Walkway Bollards - 14

All fixtures are to be retrofitted to LED. Bollards are to be retrofitted or replaced. Light poles and wall packs are to be replaced. Most voltages will be 277 volt, a few voltages are 208 volt and 120 volt.

ALTERNATES

The County is primarily seeking responses which meet the solicitation specifications. Responses which do not meet these specifications will be considered if the response is marked "Alternate", the deviations from the specifications are clearly noted, and detailed alternate specifications are included to allow sufficient evaluation. In case of dispute concerning the true intent and meaning of the specifications, the County shall interpret the same, and this interpretation shall be accepted by the Seller. When a solicitation contains a specification which states no substitutes, no deviation will be permitted. The Respondent will be required to furnish articles in conformity with that specification.

INQUIRIES

From date of issuance to the award announcement, all communication (including requests for information, comments, speculation, etc.) regarding this solicitation between Kent County and the Respondent or any of their individual members, shall be formal and only with the Kent County Purchasing Division. Formal communication shall include, but not be limited to: (1) general inquiries, (2) pre-submission written questions and answers, (3) site visits, and (4) addendums.

Inquiries are to be submitted and viewed on the Bid Opportunities page of the Kent County Purchasing Division's website by clicking the "Inquiries" icon for this solicitation posting. Kent County reserves the right to respond to any inquiry, respond directly to the inquirer with or without publishing, or not respond to the inquiry at its sole discretion. This shall not be a basis for protest of award.

Addendums are published on the Bid Opportunities page of the Kent County Purchasing Division's website and is in addition to published responses to inquiries. Published responses to inquiries or Kent

County published comments are hereby incorporated into the solicitation specifications in lieu of an addendum. In event of a conflict, the addendum prevails.

It is the Respondent's sole responsibility to monitor all inquiries, addendums or posted responses to inquiries (including those submitted by others) to properly prepare for this solicitation until twenty-four (24) hours (excluding Saturday and Sunday) before Request for Quote and Reverse Auction opening times and forty-eight (48) hours for Request for Bids, Proposals and Requests for Information.

It is the Respondent's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications.

INTENT

The intent of these specifications is to promote a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

STANDARD TERMS AND CONDITIONS

Kent County reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a Respondent's submission. No attempt to modify Kent County's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by Kent County. The Purchasing Standard Terms and Conditions are located on the Vendor Resources page of the Kent County Purchasing Division's website.

Each payment obligation of Kent County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services or product performed herein, either party may terminate the agreement at the end of the period for which funds are available. Kent County shall notify the other party at the earliest possible time of the services that will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any further payments due or for any damages as a result of termination.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Kent County Purchasing Division.

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Kent County encourages and solicits participation of qualified minority and women businesses consistent with the principle of utilizing the most highly qualified and competitive firms.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, OSHA compliance and specifically the training

requirement for individuals and contractors working in correctional facilities that is found in the Prison Rape Elimination Act ("PREA") 42 USC Sec 15602.

The terms of this request shall be interpreted, construed and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

Freight Terms: F.O.B. Destination, Freight Paid.

Kent County is tax exempt. A copy of the Tax Certificate of Exemption is posted on the Vendor Resources page of the Kent County Purchasing Division's website.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the County may be receiving funds from or through the Federal Government and that such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the County that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the County shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Insurance requirements are posted on the Vendor Resources page of the Kent County Purchasing Division's website. Document titled "Insurance Requirements, Standard" applies to all responses other than professional services. Document titled "Insurance Requirements, Professional Services" applies to professional services.

Termination For Cause: Should contracted Respondent fail to perform the Work as required by and in accordance with the schedule or time requirements, or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in emergency situations, Respondent shall have five (5) calendar days to cure a breach of the Contract (the "Cure Period") following issuance of County written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the County to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the County shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds.

Although it is the intent to contract with one provider, Kent County reserves the right to contract with alternate sources if the Respondent is unable or unwilling to service its obligation, or it is deemed by Kent County to be in its best interest to use alternate sources.

Termination Without Cause: Notwithstanding any other provision, at any time and without cause, Kent County shall have the right, in its sole discretion, to terminate the contract by giving sixty (60) days written notice.

Assignment: Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

MICHIGAN FREEDOM OF INFORMATION ACT

The Michigan Freedom of Information Act (FOIA) provides the public body with five (5) business days to respond to the request with a provision for an additional ten (10) day extension. The Kent County Purchasing Division may request an extension for any FOIA request received during a solicitation process. The FOIA Request Form for Purchasing is located on the Freedom of Information Act (FOIA) Requests page of Kent County's website under Online Services.

Prior existing contract pricing may not be indicative of the current bid specification.

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after staff has evaluated it, or fifteen (15) business days after the opening date, whichever comes first.

Kent County cannot assure that any of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. Kent County is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

BID BOND

Each bid over \$500,000 must be accompanied by a Bid Bond executed by the Respondent, payable to the Owner (County of Kent) for five percent (5%) of the total amount of the bid. After the contract is executed, the bonds of the unsuccessful Respondents will be returned. All Bid Bonds will be returned to Respondents within sixty days (60) after bid award. The Bid Bond of the successful Respondent will be retained until the Performance Bond and Certificate of Insurance have been executed and approved by Kent County, after which Performance Bond/Payment Bond will be returned. In lieu of a Bid Bond, a certified check, bank draft, cashier's check, or negotiable U.S. Government bond (at par value) may be submitted with each bid. Personal checks are NOT acceptable.

A Bid Bond must be included with bid submissions, if required, or the bid will be listed as non-responsive. When submitting your bid, the original Bid Bond must be the first document presented (on top) and the bid form must follow.

If submitting the bid electronically, attach a copy of the signed Bid Bond. The original bid bond document may be requested by the Kent County Purchasing Division and is to be received within one (1) business day if requested.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified effective dated copy of their Power of Attorney.

If a sealed bid less than \$500,000 is withdrawn after the bid opening, the Respondent may be removed from the bidder's list and not allowed to bid for any future Kent County business for one (1) year from the date of said event.

PERFORMANCE AND PAYMENT BOND

Each contract over \$50,000 must be accompanied by a Performance Bond and a Payment Bond, each payable to the Owner (County of Kent) and each in the amount of 100 percent (100%) of the contract price with a corporate surety approved by the funding agency, for the faithful performance of the contract.

REFERENCES

Provide three (3) references of current/past customers who are able to verify the quality of products and/or services your company provides. References should not include any current/past Kent County employees. Kent County requests references of similar size and scope of work.

WARRANTY

All equipment/materials shall consist of the original equipment manufacturer warranty, and at minimum one (1) year, unless otherwise specified within this request, including warranty against defects in design, materials, and workmanship. The warranty period will start upon acceptance of installed system, but not later than sixty (60) days from receipt of equipment, or if the installation date cannot be established, with the date of shipment. Labor costs for the replacement of defective material will be borne by the Respondent. The defective part(s) will be exchanged by the Respondent and returned at no charge for the duration of the warranty period on-waiver of Implied.

The Respondent agrees that, regardless of statements to the contrary, he/she has not disclaimed either the warranty of merchantability or the warranty of fitness for a particular purpose.

Specific warranty information for both parts and labor must be included with submission. Information relating to parts availability and service facilities may receive consideration.

INVITATION FOR BID SUBMISSION

Submissions may be submitted electronically by selecting the Submit Online icon on the Requests for Bids, Proposals & Quotes page of the Kent County Purchasing Division's website. The Respondent must include their complete proposal as an attachment to the online form containing one file in PDF format unless otherwise designated.

Kent County confirms electronic responses by email following successful submission (contact the Kent County Purchasing Division prior to solicitation opening if confirmation is not received by the Respondent). The Respondent is responsible to view the confirmation to confirm their submission is received and accessible.

The time required to upload attachments following submission may vary. The Respondent assumes all risks associated with electronic submission (including all possible technical issues) and deems the County and its service provider harmless and without fault regardless the reason.

All submissions must be submitted to the designated location in an envelope or package unless otherwise specified or submitted electronically. The outside of the envelope or package and enclosed documents must be clearly labeled with the solicitation number, Respondent's name, Respondent's telephone number, Respondent's company name, and opening date and time.

Submissions not submitted electronically shall be on 8 ½ x 11 paper, no staples, binding (including in ring binders) and not contain any documents other than the required submission documents.

The submission documents shall be in the following order:

Bid Bonds (if applicable). If submitting the bid electronically, attach a copy of the signed bid bond. The original bid bond document may be requested by the Kent County Purchasing Division, and is to be received within one (1) business day if requested. Submissions not submitted electronically shall include the original bid bond document.

Response Form

Supporting documents

Sales and Marketing material beyond the scope of this request will not be used to determine award and is not desired. Each submission should be simply and economically prepared providing a concise description of the Respondent's ability to perform the product or services requested. Emphasis should be on completeness and clarity of content.

Marketing materials, brochures, business cards, pamphlets, etc. will not be considered or retained.

If the submission is delivered by an express mail carrier, electronic submission when applicable, or by any other means, it is solely the Respondent's responsibility to ensure delivery to the Kent County Purchasing Division, County Administration Building, 300 Monroe Avenue NW, Grand Rapids, MI 49503 unless otherwise specified. Kent County is not responsible for deliveries made to any place other than the designated address or for any failure associated with any mode of delivery selected by the Respondent.

Kent County is not responsible for delays caused by any occurrence. The time/date stamp clock located in the Purchasing Division (or any other designated area) shall serve as the official authority to determine lateness of any proposal. Under no circumstances shall submissions delivered after the time specified be considered. The decision to refuse or consider a submission that was received beyond the date/time established shall not be the basis for a protest.

Late, faxed, or emailed response will NOT be considered. To be considered timely, a complete response must be submitted before the stated due date and time.

The Respondent's submission must include any contract which Kent County may be asked to sign. Kent County reserves the right to present its own contract document in lieu of accepting the standard offered by the Respondent.

The Respondent certifies that the response submitted has not been made or prepared in collusion with any other Respondent and the prices, terms or conditions thereof have not been communicated by or

on behalf of the Respondent to any other Respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.

Submissions not meeting this criterion may be deemed non-responsive.

Kent County is not liable for any costs incurred by any prospective Respondent prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

A submission shall constitute an irrevocable offer for a period of sixty (60) days from the opening date or until the date of award, whichever is earlier. In the event that an award is not made by Kent County within sixty (60) days from the opening date, the Respondent may withdraw his/her submission or provide a written extension of his/her response.

Each submission must be signed by a person authorized to sign contracts on the behalf of the Respondent. The name of the person signing must be followed by title.

EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

Kent County reserves the right to request additional information it may deem necessary after the submissions are received.

As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Staff to be assigned to this project must participate in this presentation unless otherwise waived by Kent County. The presentation may be followed by a question and answer session.

Kent County reserves the right at its discretion to waive irregularities of this solicitation process.

In the event of extension errors, the unit price shall prevail and the Respondent's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Respondent's total will be corrected accordingly. Respondent must check their submission where applicable. Failure to do so will be at the Respondent's risk. Submissions having erasures or corrections must be initialed in ink by the Respondent. Respondents are cautioned to recheck their submissions for possible errors.

Any errors, omissions or discrepancies in the specifications discovered by a prospective Respondent shall be brought to the attention of the Kent County Purchasing Division as soon as possible after discovery. Further, the Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

Lack of understanding or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

Kent County, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to Kent County. Kent County, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and criterion set forth in this solicitation while reserving the right to weigh specifications and other factors in the award. Kent County reserves the right to reject any and all submissions as a result of this solicitation.

Kent County reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.

Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, Kent County reserves the right to include that discount as part of the award criterion. Prices must, however, be based upon payment in thirty (30) days after receipt, inspection, and acceptance. In all cases, quick-pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

Award notifications are posted on the Solicitation Status Page of the Kent County Purchasing Division's website. It is the Respondent's responsibility to monitor the website for status updates.

Kent County appreciates the interest, effort, and time spent in responding to this solicitation.

Purchasing Administration

BID 3651 Solicitation Form

All electronic responses must be submitted prior to the closing date and time.

Company Name

Contact Name

Contact Title

Address 1

Address 2

City

State

Zip Code

Email

Confirm Email

Phone

Bidder acknowledges the following addenda:

No addenda

The following Addendum are acknowledged (Please check all that apply):

Addendum#1

References

Company

Name

Title

Phone

Email

Company

Name

Title

Phone

Email

Company

Name

Title

Phone

Email

Line Detail

LINE #	QTY	UOFM	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	Lurr	Total Parking lot LED lighting Retrofit		

Buyer Comments:

Vendor Comments:

TOTAL:

Attachment(s)

Seller may upload solicitation supporting document(s). Sales and marketing material beyond the scope of this request will not be used to determine award. Must be in .PDF format and file name should reference Company Name and Solicitation # (ie. AcmeMfg_BID1234.pdf). File name(s) will be limited to 25 characters and should not include characters other than letters, numbers, underscore or dashes.

Attachment:

Vendor Comments:

Name

Title

Date