

REQUEST FOR PROPOSALS

The Cass County Emergency Services Board is accepting proposals from qualified individuals or firms for **Uninterruptible Power Supply (UPS) and Maintenance Contract**, in accordance with the terms, conditions, and specifications contained in these documents.

Vendors wishing to participate should ensure they have any **and all** addenda(s) prior to submission of proposal. Failure to acknowledge receipt of any addenda(s) applicable to this project could result in the rejection of your proposal.

QUESTIONS

Each vendor, before submitting their proposal, shall become fully informed as to the extent and character of work required. All questions must be submitted in writing to the CCESB Executive Director, 801 South Commercial Street, Harrisonville Mo. 64701. Email at robint@casscountyesb.com

Question Deadline: Friday August 11, 2017 at 4:30 P.M. (Questions received after the deadline may not be accepted.)

Submittal Instructions (Reference: Required Submittals Section)

Submittal requirements are outlined in the Submittals Section of the Bid Documents. Place all required copies in a sealed envelope bearing the name of the firm and mark as follows:

Project Title: Uninterruptible Power Supply (UPS) and Maintenance Contract

Due Date and Time: Friday September 1, 2017 4:30 P.M.

Deliver Bid To: Cass County Emergency Services Board, 801 S. Commercial St. Harrisonville Mo 64701

It is the sole responsibility of the respondent to see that the proposal is received before the submission deadline. The respondent shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals may not be considered.

All proposals submitted shall be binding upon the respondent if accepted by Cass County Emergency Services Board within one hundred twenty (120) calendar days of the submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposal.

This project is being bid in accordance with the Cass County Emergency Services Board purchasing policy.

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SCHEDULE OF EVENTS

Event	Date
Request for Proposals Distributed	07/10/2017
Site Visits	08/04/2017
Deadline for Requesting Clarification	08/11/2017
Response to Requests for RFP Clarification	08/18/2017
Qualified Vendors Response to RFP due by 4:30 PM	09/01/2017
Bid Opening and Tabulation	09/06/2017
Acceptance of Proposal by Cass County Emergency Services Board (estimated week of)	09/27/2017
Warranty Period	Five years from System Installation
Maintenance Period	Same as Warranty

CASS COUNTY EMERGENCY SERVICES BOARD reserves the right to change the schedule of events.

A. DEFINITIONS

- a. **ACCEPTANCE CRITERIA** means the acceptance of the successful Implementation of the System and successful completion and delivery of all Deliverables as set forth herein.
- b. **AGREEMENT** refers to the Agreement required prior to start of work.
- c. **APPLICABLE LAWS** means all laws, ordinances, rules, regulations, orders, interpretations, requirements, standards, codes, resolutions, licenses, permits, judgments, decrees, injunctions, writs and orders of any court, arbitrator, or governmental (federal, national, state, municipal, local or other, having jurisdiction over a party and the location where a particular element of the Deliverables is performed) agency, body, instrumentality or authority that are applicable to any or all of the parties, the Deliverables or terms of the Agreement, including all environmental and hazardous materials laws which are applicable to the Deliverables.
- d. **BUG** means any failure of the System caused by errors in the Source Code.
- e. **CASS COUNTY 911** means all Public Safety Answering Point (PSAP's) within CASS COUNTY
 - i. Belton Police Department
7001 East 163rd Street, Belton, Missouri 64012
 - ii. Cass County Sheriff's Office
2501 West Mechanic, Harrisonville, Missouri 64701
 - iii. Harrisonville Police Department
205 North Lexington, Harrisonville, Missouri 64701
 - iv. Pleasant Hill Police Department
300 East Commercial, Pleasant Hill, Missouri 64080
 - v. Raymore Police Department
100 Municipal Circle, Raymore, Missouri 64083
- f. **CASS COUNTY EMERGENCY SERVICES BOARD (CCESB)** means the governmental entity and is responsible for the administration of and the coordination of 911 and radio services to member agencies.
- g. **CASS COUNTY EMERGENCY SERVICES BOARD (CCESB) EXECUTIVE DIRECTOR** means Robin Tieman, CPE 801 S. Commercial Street, Harrisonville, Missouri 64701, 816-887-1952.
- h. **COMPATIBLE** means able to work with present equipment and software.
- i. **DELIVERABLES** means the System and Specifications delivered pursuant to this RFP and Vendor's responding Proposal.
- j. **ERROR** means any failure of the System to operate in material conformity with the Specifications set forth herein.

- k. **PROPOSAL** means the formal response by the Vendor to this RFP.
- l. **PSAP** or **PUBLIC SAFETY ANSWERING POINT** means the Communication Centers at the County Sheriff's Office, Harrisonville Police Department, Belton Police Department, Raymore Police Department, and the Pleasant Hill Police Department.
- m. **RFP** or **REQUEST FOR PROPOSAL** means solicitation of a formal Proposal to provide CCESB with UPS at specified locations.
- n. **SERVICES** means the Warranty and/or Maintenance services provided.
- o. **SPECIFICATIONS** means CCESB's requirements for software, hardware, warranty, Maintenance, Update Services, Training, the security plan and services as described in Section III of this RFP and the responding Proposal.
- p. **SYSTEM DOCUMENTATION** means all user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information provided by the successful Vendor relating to the System, whether distributed in print, electronic, or video format.
- q. **UNINTERRUPTIBLE POWER SUPPLY (UPS)** means an electrical apparatus that provides emergency power to a load when the main power source fails
- r. **UPDATE DATA** means the data that is updated per agreed schedule by the Vendor for the System.
- s. **VENDOR** means the entity or person submitting a Proposal to this RFP.

B. ADMINISTRATIVE INFORMATION

- a. **ISSUING OFFICE:** This Request for Proposal is issued by the CCESB. The Executive Director is the sole point of contact on this RFP, unless defined in section IV. Scope of Work and Specifications for Deliverables. **Any unauthorized contact may disqualify the Vendor from further consideration.**
- b. **PURPOSE:** This RFP provides Vendors with information to enable them to prepare and submit Proposals for consideration by CCESB for a System.
- c. **SCOPE:** This RFP contains the instructions governing the Proposal to be submitted and the material to be included therein, including mandatory requirements, which must be met to be eligible for consideration.
- d. **OTHER SOLUTIONS:** Vendors are invited to identify other solutions or Specifications that will provide the essence of the Deliverables sought in this RFP and will allow CCESB to accomplish its purpose.

- e. **ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be provided to each Vendor who received the original RFP or who responded to the RFP and it will be posted on the CCESB's website. It is the responsibility of Vendors, prior to the Proposal Due Date, to enquire as to addenda issued and ensure their Proposal reflects all changes.
- f. **VENDOR INTERVIEWS:** Vendors who are deemed most qualified after initial evaluation may be asked to interview.
- g. **ACCEPTANCE OF RFP TERMS:** A proposal submitted in response to this RFP shall constitute a binding offer and shall be held open for 90 days during which CCESB may accept the Proposal. Acknowledgment of this condition shall be indicated on the RFP cover sheet signature line. A submission in response to this RFP acknowledges acceptance by the vendor of all terms and conditions.
- h. **COST DATA/BUDGET:** Proposals must include the cost to CCESB for each deliverable. Estimated proposal costs are not acceptable.
- i. **CONFIDENTIAL/PROPRIETARY INFORMATION:** A Vendor may attempt to restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by prominently marking each page that contains proprietary information as such. After either a contract is executed pursuant to the RFP, or all Proposals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the CCESB will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the CCESB reserves the right to release any documents if the CCESB determines that such information is a public record pursuant to the Missouri Sunshine Law.
- j. **RFP RESPONSE MATERIAL OWNERSHIP:** The proposal and all material submitted by the vendor regarding this RFP shall become the property of the CCESB who reserves the right to use any and all information and material presented in the response to the RFP, subject to the limitations outlined in (i). This right is not eliminated if the vendor is not selected or disqualified.
- k. **BID SUBMITTAL PROCESS:**
 - i. Late proposals will not be accepted or considered. It is the responsibility of the vendor to ensure that the proposal is timely submitted as required by this RFP.
 - ii. Proposals must address all RFP requirements.
 - iii. Partial or incomplete Proposals will be rejected.
 - iv. All costs incurred by the vendor while preparing the Proposal, or costs in

any other manner by the vendor in responding to this Proposal will be the responsibility of the vendor.

- v. Vendors shall furnish all the information required by this RFP and is expected to examine all instructions and specifications provided herein. Should the vendor find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any response, it shall be the responsibility of the vendor to call such matters to the attention of the Executive Director pursuant to the inquiry procedure. Failure to do so will be at the vendor's risk. All official changes to this RFP will be issued in writing by the CCESB Organization.
- vi. The top vendors, according to the evaluation criteria included in this document may be required, at their own expense, to make a formal presentation of their Proposal to CCESB, which must include an outline and overview of their implementation process.
- vii. The selection of the successful vendor will be announced to the selected vendor by telephone and in writing, and to the non-selected Vendors in writing by CCESB.

1. **RIGHTS RESERVED:** The CCESB reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the CCESB and to the public; to reject the low price proposal; The CCESB also reserves the right to accept the proposal of a bidder whose principal place of business is located within the State of Missouri over the low price proposal where quality, reliability, capability, customer service, responsiveness, expertise and other aspects that bidder's proposal are at least equivalent to the low price proposal. The CCESB in its sole discretion reserves further right to:

- i. Waive any formality.
- ii. Cancel or terminate this RFP, at any time, without penalty;
- iii. Reject any or all Proposals received in response to this RFP;
- iv. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP, which would have any significant impact on any Proposals;
- v. Make any investigations it deems necessary to evaluate the Vendor's ability to provide the solution CCESB desires;
- vi. Not award, or if awarded, terminate any Agreement if CCESB determines adequate funds are not available, or it elects not to pursue this project.
- vii. To seek clarification of Proposals. Vendors shall designate a contact person, email, and telephone number for questions that may arise during the Proposal evaluation period as designated on the RFP Cover Sheet.
- viii. Issue amendments in the form of addenda to this RFP prior to the date for Proposal to CCESB and followed the procedure set forth above will be sent all amendments.

m. **ACCEPTANCE OF PROPOSAL CONTENT:** The contents of the proposal of the successful vendor will become contractual obligations to the extent consistent with the terms of the agreement. Failure of the successful vendor to accept these obligations in the agreement may result in cancellation of the award, and such vendor may be removed from future solicitations.

- n. **NON-DISCRIMINATION:** The vendor shall comply with all applicable state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.
- o. **PARENT COMPANY:** If a vendor is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the Proposal.
- p. **NEWS RELEASES:** News releases pertaining to this project shall not be made prior to execution of the agreement without prior written approval of CCEB.
- q. **TAXES:** CCEB is a purchaser designated as a tax-exempt organization, however, when materials are purchased, the Vendor may be required to pay sales tax even though the ultimate product or service is provided to CCEB. This sales tax will not be reimbursed by CCEB.
- r. **ASSIGNMENT:** The vendor may not assign any portion of the agreement and may not subcontract any part of the agreement or services to be performed without the prior written consent of CCEB. Any such subcontractors must be included in the proposal to include name, address, telephone number, email and any website of the subcontractor.
- s. **AVAILABILITY OF FUNDS:** Financial obligations of CCEB payable after the current fiscal year is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any contractual obligations related thereto will become null and void, without penalty or liability to CCEB.
- t. **EVALUATION OF PROPOSALS:** CCEB will evaluate in its sole discretion the proposals in accordance with the evaluation factors stated below. After the initial review of the proposals, the vendors may be asked to make an oral presentation / demonstration in support of their Proposals. CCEB will make the final decision on selecting a vendor, based on the recommendations of the Technical Subcommittee.

Proposals will be evaluated based on, but not limited to, the following criteria;

- i. Compliance with CCEB Requirements 30%
 - ii. Qualifications and Prior Experience 30%
 - iii. Cost 40%
- u. **AWARD OF AGREEMENT:** After Proposals are opened, meetings may be held with the Vendors determined to be most responsive. Discussion may be held to clarify requirements and to make minor adjustments in services to be performed and in related costs. Any change to the Proposal shall be submitted/confirmed in writing by the Vendor. CCEB reserves the right to select, at its sole discretion, the vendor it deems most appropriate for the project.

- v. Pursuant to RSMo 285.530(1), by its sworn affidavit, the successful bidder will be required to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- w. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than \$1,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for any one person in a single accident of occurrence.

C. REQUIRED SUBMITTALS

Each RFP will include ten (10) paper copies and one USB flash drive of each Proposal shall be delivered to the CCESB Executive Director's Office. Interested vendors shall submit deliverables that clearly demonstrate their ability to provide the services as outlined in the Request for Proposals (RFP). The following submittals shall be organized in the order listed below to facilitate fair and equal evaluation of the responses.

- a. **COVER LETTER:** A cover letter shall be provided which succinctly explains the consultant's interest in the project. The letter shall contain the name, address, phone number, and email of the person who will serve as the firm's principal contact with CCESB and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature, in ink, of the person having proper authority to make formal commitments on behalf of the firm.
- b. **PROJECT APPROACH AND WORK PLAN:**
 - i. Describe the project's approach and define a work plan of key activities, products and a schedule to accomplish them.
 - ii. Provide detailed scope of services description.
- c. **RELATED EXPERIENCE STATEMENT:** The Proposal must contain a statement of vendor's prior experience in similar projects, including:
 - i. A list of previous and current agreements of a similar nature, if any, awarded to the vendor with a description of the project; the agency name and contact person representing the other party. Include contact information.
 - ii. Three references from similar projects within a 200 mile radius of Cass County (include name, address, telephone number, email, a description of the project to which the reference relates and the date the project was completed).
 - iii. Include a written authorization providing CCESB the right to contact the references and past performance of Vendor or their employees, with respect to its successful performance of other services.

- d. **ADDITIONAL INFORMATION:** Provide any additional information that will aid in evaluation of the vendor's qualifications with respect to this project.
- e. **CCESB RESPONSIBILITIES:** Identify all services the CCESB is expected to provide.
- f. **PRICING:**
 - i. The vendor shall provide cost for the system based on the following categories;
 - 1. Equipment;
 - 2. Shipping;
 - 3. Labor; and
 - 4. Any other costs that are not captured here;
 - a. Initial;
 - b. Ongoing.
- g. **SAMPLE CONTRACT:** Include with each proposal, a sample contract for consideration by the CCESB.

D. SCOPE OF WORK AND SPECIFICATIONS FOR DELIVERABLES

- a. **SCOPE OF WORK/DELIVERABLES**
 - i. **BACKGROUND:** The CCESB is soliciting written proposals from qualified vendors for the design, installation, and ongoing maintenance of whole room (PSAP) uninterruptible power supplies. Cass County's 9-1-1 PSAPs UPS will be used for the performance of duties of 9-1-1 Answering Centers, 24 hours a day, 7 days a week, 365 days a year.
 - ii. **PUBLIC SAFETY ANSWERING POINTS:** The Points of Contact for the 911 PSAPs in Cass County are as follows;
 - 1. Belton Police Department Communications Center
Point of Contact, Lt. Norman Shriver, 816-348-4416
 - 2. Cass County Sheriff's Office Communications Center
Point of Contact, J.D. Shrewsbury, 816-380-8601
 - 3. Harrisonville Police Department Communications Center
Point of Contact, Jeremy Smith, 816-380-8904
 - 4. Pleasant Hill Police Department Communications Center
Point of Contact, Kevin Lamar, 816-540-9109
 - 5. Raymore Police Communications Center
Point of Contact, Lt. Steve Donahoe, 816-892-3042
 - iii. **DELIVERABLES:**
 - 1. **Software,** what, if any software requirements are needed for the System.

2. **Hardware**, what are the hardware specifications for the System.
3. **Project Completion**, project must be completed within 60 calendar days of bid acceptance. Failure to meet this requirement will result in a penalty of \$100 per day.
4. **Maintenance**, services plan that meets the Specifications as set forth herein.
5. **Warranty** services plan that meets the Specifications as set forth herein

b. SYSTEM SPECIFICATIONS

- i. Requirements for Belton Police Department and Pleasant Hill Police Department:
 1. UPS capable of providing two (2) hours of run time for the entire Communication Center, (servers, cameras, logging records, etc.) **at a load no greater the 50%**. A true test of the system shall be scheduled with the agency prior to acceptance.
 2. All necessary electrical work needed to convert from multiple UPS to a single UPS. All AC power supplied to the UPS shall be ran through circuits attached to the generator circuits at that location.
 3. Maintenance agreement for the new UPS equipment.
- ii. Requirements for the Cass County Sheriff's Office:
 1. Removal and disposal of the current UPS.
 2. Purchase and installation of the new UPS with the same load capacity for the PSAP.
 3. Maintenance agreement for the new UPS equipment in the PSAP.
- iii. Requirements for Harrisonville Police Department and Raymore Police Department are maintenance agreements for the existing UPS equipment in the PSAPs.

E. LICENSE FEES FOR VENDOR'S SOFTWARE: Vendor shall provide its license fees ("License Fees") for licensing vendor's software.

F. ACCEPTANCE STANDARDS

- a. CCESB may inspect and test all Deliverables for sixty (60) days after implementation. If non-conformance to the Specifications as set forth herein occurs, CCESB and the Vendor will closely cooperate to identify and correct the cause(s) of the problem(s). CCESB has no obligation to accept non-conforming deliverables.
- b. CCESB shall notify vendor within sixty (60) days after deployment of any defect or error or failure of the System.
- c. If CCESB rejects the Deliverables or any portion thereof, the Vendor will, at the Vendor's option, repair, adjust, or replaced the rejected Deliverables to the satisfaction of CCESB within fifteen (15) days of notice of such rejection unless otherwise agreed to by the parties. If the vendor is unable to correct such failure to the satisfaction of CCESB within the time allotted, CCESB may, in

addition to any other rights CCEB may have in law or equity or pursuant to this Agreement, terminate the agreement at no cost or obligation to CCEB. The Vendor shall pay for all damages and liabilities incurred by CCEB or the Cass County 9-1-1 PSAP's arising out of or relating to the vendor's failure.

G. WARRANTY

- a. The vendor shall provide the Services specified in maintenance.
- b. The vendor shall warrant that the System shall be free of Errors & Bugs.
- c. The vendor warrants that the System shall function properly under ordinary use and shall operate in conformance with the applicable specifications and system documentation from the date of Acceptance until the first anniversary of the date of the acceptance.
- d. The vendor shall warrant that no portion of the System shall contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device", "virus", or other computer components designed to
 - i. permit access or use of either the System or CASS COUNTY 911 PSAP's computer systems by the Vendor or a third party not authorized by the agreement,
 - ii. disable, damage, or erase CASS COUNTY 911 PSAP's computer systems, or
 - iii. Perform any other such actions.
- e. The vendor warrants that the System is, and shall continue to be, data, program, and upward compatible with any software products available or to be available. This is so the System will operate with other products without the need for alteration, emulation, or other loss of efficiency.

END OF DOCUMENT

The foregoing constitutes the full and final version of CCEB's RFP