



## **REQUEST FOR PROPOSAL (RFP) FOR ELECTRICAL AUDIT/ASSESSMENT SERVICES**

**Issue Date: November 30, 2017**

**Due Date: December 21, 2017**

### **1.0 Project Description**

Historic Charlton Park Village, Museum & Recreation Area (Charlton Park) an agency of Barry County is seeking Proposals from qualified individuals, businesses, or corporations for an electrical audit and design improvements for all electrical service at Charlton Park, located at 2545 S. Charlton Park Rd., Hastings, MI 49058.

### **2.0 Submission Requirements**

#### **2.1 Due Date, Time and Place**

All proposals are due no later than **4:00 p.m. on December 21, 2017** at the Charlton Park Executive Director's Office, 2545 S. Charlton Park Road, Hastings, MI 49058. Proposals received at other locations or delivered after the due date and time will not be accepted.

#### **2.2 Submission of Proposals**

Proposals must be submitted in a sealed envelope or package and clearly marked on the outside: **"ELECTRICAL AUDIT PROJECT"**.

Response to this proposal should be concise and must include all required information. Contractors are required to submit an original and one (1) copy. **The proposal must remain valid for at least 90 days.**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

#### **2.3 Oral Presentation**

Those submitting a proposal may be required to make an oral presentation of their proposal to a Committee consisting of Charlton Park Board officials. The presentation provides an opportunity for the Contractor to clarify the proposal to ensure thorough mutual understanding. The Charlton Park Board will schedule such presentations as it deems necessary.

### **3.0 General Information**

#### **3.1 Right of Rejection**

Charlton Park reserves the right to reject any or all bids/proposals, to waive informalities or irregularities in bids/proposals, and/or to negotiate separately the terms and conditions of all or any part of the bids/proposals as determined to be in Charlton Park's best interest at its sole discretion.

#### **3.2 Advice of Omission or Misstatement**

In the event it is evident to a vendor responding to an RFP that Charlton Park has omitted or misstated a material requirement to an RFP and/or services required by an RFP, the responding vendor shall advise the Executive Director's Office at (269) 945-3775 of such an omission or misstatement.

#### **3.3 Notification of Withdrawal of Proposal**

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the vendors. Proposals submitted become the property of Charlton Park after the proposal submission deadline.

#### **3.4 Rights to Pertinent Materials**

All responses, inquiries, and correspondence relating to an RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the proposal shall become the property of Charlton Park after the proposal submission deadline.

#### **3.5 Cost of Preparation**

Charlton Park will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the vendors. Charlton Park is an agency of the County of Barry and is not subject to sales tax and as such it shall not be included in the final cost proposed.

#### **3.6 Standard Forms**

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from a proposal must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Charlton Park reserves the right to accept or reject in whole or in part any form contract submitted by the vendor and/or to require that amendments be made thereto, or that an agreement drafted by Charlton Park be utilized.

#### **3.7 Prime Contractor Responsibilities**

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, Charlton Park will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **3.8 Pre-Opening Inquiries/Response**

Any explanation desired by a prospective vendor regarding the meaning or interpretation of an RFP and attachments must be requested in writing and presented to the Charlton Park Executive Director's Office. Written requests may either be delivered in person or mailed.

All responses shall be in writing and shall be furnished to all prospective vendors as an amendment to the RFP. Receipt of all amendments shall be acknowledged upon the proposal by attachment at the time of the submission of the proposal. All amendments shall be signed and dated by the vendor. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

### **3.9 Site Inspection**

A walkthrough may be done with Charlton Park officials on Thursday, December 14, 2017 beginning at 10 a.m.

### **4.0 Contractual Terms and Conditions**

#### **4.1 Indemnification and Hold Harmless**

A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Charlton Park and Barry County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Charlton Park and Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to Charlton Park and their officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor.

#### **4.2 Application Law and Venue**

This agreement shall be construed according to the laws of the State of Michigan. Charlton Park and the Contractor agree that the venue for any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, South Division.

#### **4.3 Compliance with the Law**

Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

#### **4.4 Independent Contractor**

The Proposer who is selected as the Contractor shall be an Independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of Charlton Park and Barry County and shall not be entitled to any fringe benefits received by the Park's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

#### **4.4 Licensing**

Each Proposer shall provide a current copy of their State of Michigan contractor's license.

#### **4.5 Insurance**

The Proposer who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A. M. Best Company's Insurance Reports rating of A or A-(Excellent).

- a)** Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- b)** Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractor s Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- c)** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d)** Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
- e)** Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- f)** Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Charlton Park Executive Director, 2545 S. Charlton Park Rd., Hastings, MI 49058.

g) Proof of Insurance - The vendor shall provide to Charlton Park at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

## **5.0 Award**

### **5.1 Basis of Award**

An award, if made, will be made to the responsible Proposer whose proposal is most advantageous to Charlton Park, taking into consideration price and the other factors set forth in this Request for Proposals. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by Charlton Park shall be utilized in the final award. Charlton Park reserves the right to accept or reject any or all proposals and to award the contract to the proposal that Charlton Park deems most advantageous to Charlton Park.

### **5.2 Presentations**

Upon receipt and evaluation of the responses, selected Proposers may be required to make in person presentations to Charlton Park.

### **5.3 Contract Approval**

The final award of a contract is subject to the approval by the Historic Charlton Park Village, Museum & Recreation Area Board of Directors.

## **6.0 Scope of Services**

- Proposer shall be required to obtain any and all building permits as necessary.
- Analyze existing costs, systems, and equipment.
- Identify any opportunities for energy conservation.
- Identify any operating cost savings.
- Identify necessary infrastructure improvements that meet current electrical requirements and future needs based on parks strategic plan and master plan.
- Identify potential locations for utilizing alternative energy sources (solar, wind, etc.)
- Current locations and options of adding additional energy available from Consumers Energy, including cost analysis for location service.

- Proposer shall clearly identify any available alternative financing sources, including grant opportunities, energy company opportunities, and other funding sources.
- Proposer shall leave all work area's clean and free of all construction material and related debris.

## **7.0 Agreement Terms and Conditions**

Charlton Park is seeking a proposal for an electrical audit/assessment on all electrical uses and proposed uses at Charlton Park. Proposal cost shall include warranty information for all materials and labor. Proposal cost shall include the following options:

Summarize the scope of services (analysis, design, financial, operational, maintenance, etc.) as outlined in 6.0 Scope of Services offered by the Proposer including the added value to Charlton Park.

### **7.1 Contract Schedule**

Contractor shall provide an estimated time schedule based on award of contract for project completion. Contractor shall provide any required fee schedule based on award of contract.

### **7.2 Budgetary Information**

The Proposal shall identify the budgetary costs for those categories as outlined in 6.0 Scope of Services a listing of the following additional per hour rates.

- Design and engineered drawings for cost of putting in 25 electric campground sites (Quote rate per man hour plus (+) material.

For these services and all costs associated with fulfilling the scope of services outlined in this RFP.

Please direct questions to:

Charlton Park  
Dan Patton, Executive Director  
2545 S. Charlton Park Rd.  
Hastings MI 49058  
Phone: 269-945-3775  
E-mail: dpatton@barrycounty.org