



**Request for Proposals**

**Standby Generator System**

**Round Rock Data Center**

**Release Date:** April 5, 2021

**Proposal Due Date:** May 5, 2021

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Request for Proposal Notice:

Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) requests proposals to obtain services for the installation of a standby generator system at the BTCS Round Rock facility on a non-exclusive basis, as set forth in this Request for Proposals (“RFP”).

Service:

Only qualified vendors with the required certifications, licenses, and a minimum ten years’ experience working with commercial standby generator systems are encouraged to apply.

Background Information

BTCS is a local mental health and mental retardation authority in eight counties in south east Texas with population density of 696,000 person and a land mass of 6,910 square miles. The primary office is located in Round Rock, Texas. BTCS receives federal and state financial assistance through performance contracts with the Health and Human Service Department and other related grant programs.

Procedures for Submitting Proposals

Proposals will be accepted by email to the following address [contracts@bbtrails.org](mailto:contracts@bbtrails.org). It is the responsibility of the Vendor for the proposal to be submitted to the Contracts Management office. The proposal is not considered received until it is in the possession of Contracts Management.

Proposals must be submitted to:

[contracts@bbtrails.org](mailto:contracts@bbtrails.org)

**Proposal must be received no later than 3:00pm on May 5<sup>th</sup>, 2021**

Proposals should be clearly marked as a response to the RFP. The time on the received email will be considered the time submitted. If you have any questions concerning the proposal process please contact; Monica Rodriguez, Director of Contracts Management in writing at [contracts@bbtrails.org](mailto:contracts@bbtrails.org). All questions for this proposal must be received no later than 3:00pm on Monday, April 19, 2021. For Pre on-site visits by appointment only, contact Jerod Sanderson at [jerod.sanderson@bbtrails.org](mailto:jerod.sanderson@bbtrails.org) to schedule.

**ADDITIONAL PROVISIONS:**

Historically Underutilized Businesses

BTCS is committed to promoting full and equal opportunities for all businesses. In order for BTCS to promote these opportunities and as part of its good faith effort, it is important to identify Historically Underutilized Businesses (HUB). HUBs are defined as for-profit corporation, sole proprietorship, partnership, or joint venture in which 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons have been historically underutilized (socially disadvantaged) because of their identification as members of the following groups; Black American, Hispanic American, Asian American, Pacific American, Native American, and Women. These persons must have a proportionate interest and demonstrate active participation in the control, operation, and management of the business.

Proposal Respondents must include answers to the HUB questionnaire included in this RFP.

### Assignment

No right, interest or obligation in or under this contract shall be assigned or transferred by the Vendor without the express written consent of BTCS. Any attempted assignment or transfer by the Vendor without such consent shall be considered failure of contractual obligations and BTCS will reserve the right for immediate cancellation.

### Applicable Law, Venue

This contract shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under this contract shall lie in Williamson County, Texas.

### Advertising

Vendor shall not advance or publish without BTCS's prior written consent the fact that BTCS has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the state or Federal government.

### Dispute Resolution

The BTCS dispute resolution process must be used to attempt to resolve all disputes arising out of this contract.

## PROHIBITED CONDITIONS:

### Prohibition Against Personal Interest in Contracts

Employees and officers of BTCS and its contractors and subcontractors must not participate in the selection, award or administration of a contract paid with funds received from or through BTCS if a conflict of interest, real or apparent, is involved. A conflict of interest arises any time such an employee or officer has a financial interest or other interest, e.g. dual employment, in the entity selected for an award, and the existence of such conflict of interest will result in a voided contract. BTCS's Code of Conduct will apply to this proposal.

By submitting the proposal, the Vendor certifies that there is no conflict of interest in performing the duties listed in the proposal and;

- is an authorized agent of the Vendor and,
- is not currently employed by BTCS and,
- has not offered or provided any gifts or gratuities to any employees in the decision-making process of BTCS or a Board member of BTCS and,
- is not related within the second degree of consanguinity or affinity to an employee in the decision-making process which is currently employed by BTCS or a Board Member of BTCS.

### Gratuities

BTCS may, by written notice to the Vendor, cancel this contract without liability to the Vendor if it is determined by BTCS that the Vendor or its agent gave, offered to give or intends to give at any time hereafter any economic opportunity, future employment, gift, gratuity, special discount, trip, favor or service to a public servant in connection with the quote, proposal, or offer.

### Collusion

Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission percentage, brokerage, or contingent fee except bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing businesses and

disclosed to BTCS prior to the date of this contract. For breach of this warranty, BTCS may, in addition to another rights it may have, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or cancel this contract.

Advertisement

Vendor(s) are prohibited from using contract award information, sales values/volumes and/or BTCS consumers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from BTCS.

Funding Out

If applicable, the Purchase Order or contract is made contingent upon the continuation of federally funded programs, or upon the continued availability of state or local funds to cover the full term and cost of this contract. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. In this instance, BTCS may cancel this contract, by giving thirty (30) days written notice to the Vendor.

PROCESS OVERVIEW

BTCS reserves the right to accept or reject any or all proposals and to waive formalities and select the service Vendor that best meets the needs of BTCS and its employees. BTCS’s objective is to select a service Vendor who will provide the best possible service at the best possible cost while meeting Proposal specifications. BTCS is not obligated to award the contract based on cost alone.

During the evaluation process, BTCS reserves the right, where it may serve its best interest, to request additional information or clarifications from Vendor(s), or to allow corrections of errors or omissions. BTCS reserves the sole right to evaluate the qualifications submitted, waive any irregularities, reject any respondent’s proposals and select the firm that, in its judgment, will provide the most satisfactory service.

Timeline

Responses are due by May 5, 2021. BTCS expects to make a Vendor recommendation for approval to the BTCS Board of Trustees, and Executive Director on May 24<sup>th</sup>, 2021. A mutually agreed upon start date will be selected by the Vendor and BTCS. The following table outlines BTCSs anticipated schedule. Dates are subject to change.

RFP ISSUED	April 5, 2021
RFP Due	May 5, 2021
Final Vendor Selection	May 24, 2021
Vendor Notifications	May 25, 2021

Vendors awarded the business shall submit an action plan and timetable for providing services to BTCS within fifteen (15) days of approval of the contract.

Objectives

Through the procurement of a Standby Generator System services, BTCS seeks to install a Standby Generator System.

In addition, we have the following objectives:

- Install a new standby generator system at the Round Rock building to automatically provide backup power to the existing data center room, roof top AC unit and room lights in the event of an interruption in the utility power supply.
- The successful Vendor will be responsible for the following major elements utilizing a Design-Build project and delivery strategy:
  - Engineering and design of the standby generator system, including sizing and specification of generator and associated components.
  - Procurement of all equipment and materials.
  - Apply for and obtain all required permits.
  - Installation of the standby generator system, including integration into the existing site power distribution system.
  - Pre-commissioning, commissioning, and performance testing.
  - Provide operator and maintenance training for the new systems.
  - Warranty the complete installation for a period of 12 months following successful commissioning.

The Vendor will provide all labor, tools, equipment, and materials to perform the services. The Vendor will coordinate with other sub-contractors, as necessary.

The Vendor must dispose of all debris generated in the appropriate manner. The Vendor shall be responsible for all safety training, procedures, and requirements.

While on BTCS property, Vendors and any employees and subcontractors will comply with all public health orders related to the COVID-19 public health emergency and all City directives relating to distancing, face coverings, employee screening, and sanitation. Vendor will not permit any employee who has tested positive for COVID-19 or who is exhibiting symptoms of COVID-19, or who has exhibited symptoms within the prior 10 days, to be present at any BTCS facility.

We are looking for a solution that is:

- Cost effective
- Timely
- Offers quality service and equipment

#### Functional Priorities

The successful vendor will provide a solution for the above stated objectives.

#### Evaluation Criteria

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to BTCS in meeting organization needs. The evaluation team will make a recommendation to the Executive Director for final approval and then notify the vendor according to the schedule included in this proposal. The evaluation team will review each proposal based on the following criteria:

- Vendor Qualifications and Years of Experience
- Quality of equipment and Vendor Services
- Equipment and service costs
- Turnkey options that align with best value purchasing
- Proper completion of proposal requirements

### *Project Installation*

To be successful, BTCS will need a strong relationship with the service Vendor during the installation process. Preference will be given to those organizations that show strong capabilities to implement and support all functions within the project. BTCS will also consider the installation plan, the overall timing and duration of the project, and the technical capacity and experience of the vendor.

### General Conditions and Stipulations

#### *Indemnification and Workers' Compensation*

The Proposer agrees that if the contract is awarded to their institution, the institution shall defend, indemnify and hold harmless TPC, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the Proposer's acts or omission in the performance of the duties required under the contract.

#### *Independent Contractor*

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Service Vendor as the agent, representative or employee of TPC for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this contract. The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the Vendor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor, its officers, agents, contracts or employees shall in no way be the responsibility of TPC; and the Vendor shall defend, indemnify and hold TPC, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from TPC, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

#### *Audit*

The proposers agree to present an independent 3<sup>rd</sup> party audit of their books, records, documents, and accounting procedures and practices.

#### *Nondiscrimination*

In the performance of this contract, the Successful Proposer shall not discriminate on the grounds of or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age against any of its employees, subcontractors or applicants

for employment. The Successful Proposer shall include a similar provision in all contracts with subcontracts to this contract.

### *Miscellaneous*

The proposer agrees to at all times observe and comply with all relevant laws, ordinances, regulations, and codes of the federal, state, and local government which may in any manner affect the preparation of proposals or the performance of the contract.

### Instructions

Vendors can respond to the Request for Proposal by completing the information requested in Section 3: Required Vendor Information which includes system requirements, which includes systems requirements, service, organization information, references and pricing. Responses may be typed directly on the electronic version of the RFP and returned with attachments but must be sent to the designated agency email address.

### **Required Vendor Information**

*Prepared marketing materials may be submitted in addition to answering the questions below, however they will not be accepted in lieu of answering the below questions directly.*

### System Requirements

Provide a brief description in each section. If multiple solutions are available, attach product comparison sheets.

1. Please offer a brief description of your turnkey options when installing a new standby generator system:
2. What type of standby generator options are available from your company.
3. Please describe the manufacture of the unit you recommend and why?
4. How much lead time is needed between contract award and start of the project?
5. How long would the process take for installation?
6. Describe the process for handling any concerns, during or after installation?
7. Describe the support and maintenance services you will provide.



## Vendor Organization Information

1. Where is your company headquartered?
2. What is your primary business focus and how many years of experience do you have with standby generator systems?
3. Provide an overview of your staff qualifications for workers completing the installation.
4. Also provide a description of safeguards used to ensure the quality of your work.
5. Has your company received any awards? How do you distinguish yourself from the competition?
6. What is the average size of your client? What is your client retention rate? On average, how long do your clients remain with you?

## **References**

1. List any relevant clients within the same industry and client size that you work with. Provide contact information for at least two organizations.
2. List all Texas MHMR Centers that currently use one of your products. Provide contact information for these organizations.

## **Pricing**

1. Please provide an itemized list of cost and pricing for a Turnkey replacement of new Standby Generator System unit located at 1009 N. Georgetown Street, Round Rock, Texas 78664.
2. Describe any additional fees that may be anticipated during this process.
3. Would there be any warranty included with the unit and if so, would this include any additional fees?

## **Attachments**

- HUB Questionnaire (see attached and complete)

**END OF REQUEST FOR PROPOSAL**

**Attachment A  
HUB or DBE  
Questionnaire**

Historically Underutilized Businesses are defined as for-profit corporation, sole proprietorship, partnership, or joint venture in which 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of the following groups: Black American, Hispanic American, Asian American, Pacific American, Native American, and Women. These persons must have a proportionate interest and demonstrate active participation in the control, operation, and management of the business.

1. Appropriate structure of business: sole proprietorship, partnership, corporation, limited liability partnership, joint venture
2. Which group best describes the owner or primary stockholder (51%) of the firm which demonstrates active participation in the control, operation, and management of the firm's business affair.

Black American:                      Female/Male

Hispanic American:                  Female/Male

Asian Pacific American:          Female/Male

American Woman:

Other:

3. Contractor is eligible to do business in the State of Texas.    YES    NO
4. Is this company a Foreign Owned Corp.?    YES    NO
5. Has your business or any of its owners ever been denied HUB certification by any organization?
6. Are you a certified Historically Underutilized Business/ Disadvantage Business Enterprise (DBE) by any Federal or State Agency, city, county, or government entity?    YES    NO