



# LAKE COUNTY

## FLORIDA

OFFICE OF PROCUREMENT SERVICES  
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### **ADDENDUM NO. 2**

**Date: November 30, 2015**

**RFP No. 16-0407**

#### **RFP Title: Uninterruptable Power Supply Repair and Inspection**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum **does not** change the date for receipt of proposals.

The purpose of this addendum is to provide confirming information, and answers to various vendor questions, resulting in the non-mandatory pre-bid conference held on November 18, 2015. The current due date remains in effect unless specifically changed via formal addenda.

- A. The pre-proposal conference commenced with the following matters being confirmed:
- That the pre-proposal conference was non-mandatory in nature.
  - Proposals are due Thursday, December 3, 2015 at 3:00 PM.
  - Bonding is not required.
  - As stated in Section 1.4.1, a site visit of the proposed work areas is recommended, and if interested, vendors shall contact Sandra Rogers at (352) 343-9832 to set up an appointment date and time that is mutually acceptable.
  - Sample contract is provided in Attachment 5 of the RFP.
  - Emergency response, technician available at all times.

#### **B. Specific vendor inquiries and responses, and supplemental information, are as follows:**

Question 1: Can Section 1.15, Certificate of Competency/Licensure, Permits, and Fees be removed from the contract? We are not licensed electrical contractors or general contractors, so this does not apply, and working on a UPS doesn't require a certificate of competency according to the State of Florida.

Answer 1: The clause applies only if services require licensure or certification. Vendor will be reviewed for performance and responsibility as stated in the Section 1.3, Method of Award.

Question 2: You are asking for only 1 annual preventative maintenance inspection on your UPS

systems. Does this also apply to your batteries as well? If so, please consider semi-annual inspections on your batteries.

Answer 2: The County would like to have the opportunity to have the option of requesting an additional inspection of the batteries of the UPS units. This would be as an add alternate which will allow the County to choose, at its option, to ask the Contractor to complete a semi-annual inspection of the batteries for one (1) or all of the UPS units. All specifications consistent with battery inspections within the original Scope of Services shall apply to this semi-annual battery inspection. See revised pricing section attached.

Question 3: Do you have date codes?

Answer 3: The battery replacement Sheriff's Administration UPS was October 13, 2015 and the battery replacement for the Tax Collector's Office was November 13, 2015. The only battery that has some age is the other half of the 320 building (Property Appraiser's Office). The UPS in the ECOC is 1 ½ year old and the UPS in the Historical Building is one (1) year old, therefore there is no need for the replacement of these yet.

Question 4: You are asking for a battery replacement cost for each building (includes installation) but don't intend on replacing them all in FY 2016. Battery price increases usually happen as often as twelve (12) to eighteen (18) months. Please advise how we should submit pricing?

Answer 4: The County intends on a win-win scenario for both the vendor and the County. Vendors shall submit fixed pricing as stated in the pricing section, and shall utilize revised Section 1.5, Term of Contract – Twenty-Four Months, Section 1.6, Option to Renew for Three (3) Additional One (1) Year Period(s) (With Manufacturers Price Adjustment), and 1.6.1, Price Redetermination – Fuel.

Question 5: The RFP does not give the vendor travel time to Lake County. How should I compensate for this time period?

Answer 5: The Vendor shall provide the labor cost per the original scope of service specifications.

Question 6: I don't need to visit the sites, but are there any sites that pose an elevator, stairs, or ramp obstacle from UPS from the point of unloading batteries when that time comes at the biggest of the UPS for the EOC and Historical Courthouse?

Answer 6: There are no challenging logistics.

**In response to vendor inquiry and responses, see below addition to original RFP:**

**A. Section 1.6.1: Price Redetermination - Fuel**

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Manager in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/bulk\\_fuel\\_gasoline\\_and\\_diesel](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel) for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the bid due date stated in the solicitation. The current month index will be the last month's index published before the request

for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % ( $0.12 * 0.10$ ). The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Manager grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this solicitation/contract.

**In response to vendor inquiry and responses, see below revisions to Section 1.5 and 1.6 of original RFP:**

**A. Section 1.5: Term of Contract – Twenty-Four Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twenty-four (24) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resulting from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Prior to completion of each contract quarter, the County will consider adjustment to price based on an applicable Manufacturers Price Increase evidenced by appropriate manufacturer documentation submitted to the County by the vendor in a timely manner. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's written request for adjustment shall be submitted prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. If no written adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**B. Section 1.6: Option to Renew for Three (3) Additional One (1) Year Period(s) (With**

**Manufacturers Price Adjustment)**

Prior to, or upon completion, of the initial term of the contract, the County shall have the option to renew this contract for three (3) additional one (1) year period(s). Prior to completion of each exercised contract quarter, the County will consider adjustment to price based on an applicable Manufacturers Price Increase evidenced by appropriate manufacturer documentation submitted to the County by the vendor in a timely manner.

It is the vendor's responsibility to request any pricing adjustment in writing under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's written request for adjustment shall be submitted prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. If no written adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

**Revised Price Page**

**16-0407, Uninterruptable Power Supply Repair and Inspection Services**

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Request for Proposal.

All labor pricing shall include, but not be limited to, all travel, labor, and any other incidental charges needed to provide the service at any of the Lake County Government Facilities throughout the County. Lake County does not pay for travel to or from the site therefore the vendor shall consider this when providing a cost below. All labor rates after the first hour of service shall be calculated in quarter hour increments.

The vendor shall provide a percentage that will be charged above the cost of the part to the vendor. This percentage shall be for, but not limited to, overhead, shipping, and any other incidentals associated with obtaining the part. Lake County will only pay for next day shipping charges; all other shipping charges shall be borne by the vendor.

See Attachment 4 for Uninterruptable Power Supply Location Information.

**ANNUAL INSPECTION**

Facility	Unit	Cost of Annual Inspection per the specifications within this RFP
Sheriff's Administration	Deltec	\$
Property Appraiser	APC	\$
Tax Collector	APC	\$
ECOC	Emerson Network Power/Liebert	\$
Historical	APC	\$
Total Annual Inspection		\$

**BATTERY REPLACEMENT**

Facility	Battery replacement cost each including installation	Battery Quantity	Total Battery cost
Sheriff's Administration	\$	40	\$
Property Appraiser	\$	128	\$
Tax Collector	\$	128	\$
ECOC	\$	120	\$
Historical	\$	36	\$
Total Battery Replacement Cost			

**INFRARED INSPECTION**

Facility	Is Infrared inspection part of the normal service? Yes or No	Cost of Infrared inspection if not part of the normal service
Sheriff's Administration		\$

Property Appraiser		\$
Tax Collector		\$
ECOC		\$
Historical		\$
	Total Infrared Inspection Cost	\$

**ADD ALTERNATIVE COST FOR SEMI-ANNUAL INSPECTION OF BATTERIES**

Facility	Cost for each building
Sheriff's Administration	
Property Appraiser	
Tax Collector	
ECOC	
Historical	
Total Semi-Annual Inspection Cost	

**ADDITIONAL COSTS FOR REPAIR SERVICES AND NEW OR REPLACEMENT UNITS**

Lead Worker - First Hour of Work During Regular Business Hours (8:00 AM - 5:00 PM)	
Lead Worker - First Hour of Work After Regular Business Hours (8:00 AM- 5:00 PM)	
Helper - First Hour of Work During Regular Business Hours (8:00 AM - 5:00 PM)	
Helper - First Hour of Work After Regular Business Hours (8:00 AM- 5:00 PM)	
Materials to be supplied at actual cost plus Contractor's mark-up percentage	%

The labor charges after the first hour will be in quarterly increments.