REQUEST FOR PROPOSAL PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

Courthouse Boiler Replacement Services
Project #11002-16

This request for proposal packet incorporates the following documents:

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Key Dates
Request for Proposals issued ................................................................................................ November 22, 2016
Pre-Bid Meeting ...................................................................................................................... 10:00 AM on November 28, 2016
Deadline for Questions to be submitted ................................................................................ 3:00 PM on November 30, 2016
Deadline for County’s response to questions ....................................................................... 5:00 PM on December 2, 2016
Due date for proposals ............................................................................................................. 3:00 PM on December 16, 2016
Bid Opening .............................................................................................................................. 4:00 PM on December 16, 2016
Contractor’s Acceptance of County Contract Agreement

The following pages contain Allegan County’s proposed contractual Agreement with standard language adapted for the products and services being requested. Please indicate your acceptance of this Agreement by checking one of the boxes and completing the associated instructions.

As a prospective Contractor submitting a proposal for RFP#11002-16 Courthouse Boiler Replacement Services, our firm accepts Allegan County’s Agreement:

☐ **As proposed.** Please sign the contract Agreement on page 10 so it is ready to be accepted should the County wish to award this Contract to your firm.

☐ **As proposed with additional agreements, terms and conditions.** Please sign the contract Agreement on page 10 so it is ready to be accepted by the County should your firm’s additional agreements, terms and conditions be acceptable to the County and the County wishes to award this Contract to your firm. Please reference the additional agreements, terms and conditions on the lines below and include them as attachments to your proposal.

☐ **With changes.** Do not sign the Agreement on page 10. Note on the lines below or attach a separate sheet(s) detailing any changes to the Agreement that you are seeking. These terms may be negotiated and incorporated (directly or by reference) into a revised Agreement should the County wish to award this Contract to your firm. Should a mutual understanding be reached, this revised Agreement will be sent to your firm for signature and returned to the county for approval.

☐ **With changes and additional agreements, terms and conditions.** Do not sign the Agreement on page 10. Note on the lines below or attach a separate sheet(s) detailing any changes to the Agreement that you are seeking. Also reference the additional agreements, terms and conditions on the lines below and include them as attachments to your proposal. These additional agreements, terms and conditions may be negotiated and incorporated (directly or by reference) into a revised Agreement should the County wish to award the Contract to your firm. Should a mutual understanding be reached, this revised Agreement will be sent to your firm for signature and returned to the County for approval.
2016 Courthouse Boiler Replacement Services Agreement

This Agreement ("Agreement") is made by and between Allegan County, 3283 122nd Avenue, Allegan, Michigan 49010 ("County") and

Contractor Name:  
Contractor Address:  

("Contractor"). The parties agree as follows:

1. Contractor Services
   Contractor will provide to County the services, and products and supplies as described in Attachment A subject to the terms and conditions set forth in this Agreement.

   Contractor warrants to County that the services to be provided under this Agreement will be of the kind and quality that meet generally accepted standards and will be performed by qualified personnel. Contractor further warrants to County that all products and supplies used in conjunction with the services provided under this Agreement will be new and of acceptable quality and quantity to County.

2. Payment
   County will pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment will be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

3. Consultant
   The scope of work covered by this Agreement shall be inspected by the firm of GMB Architecture + Engineering, 85 E Eighth Street Suite 200, Holland, MI 49423 ("Consultant") and the County.

   The Contractor shall be responsible to the Consultant or their authorized representative as agents of the County, as well as the County for proper execution of said Agreement. The Contractor shall notify the County and the Consultant, in writing, of concerns about the Contractor’s ability to complete any obligation under this Agreement or Contractor’s ability to meet the project schedule set forth in this Agreement and such written notice from the Contractor shall be in ample time to avoid delays or alterations to the Agreement.

4. Authority of the Consultant
   Consultant is required to confer with County and make a recommendation to County on all matters that could materially impact the scope of work, schedule or cost of implementing the System. Consultant will advise County on rejecting or condemning all work or materials which do not conform to this Agreement. Contractor shall not be liable for failure of Consultant to discuss and secure necessary approval from County before issuing written instructions to Contractor.
5. **Authority of the County**
The County shall have final authority to accept Contractor’s performance and approve any changes to the scope of work, schedule or cost.

6. **Communication Between Parties**
All communications, documents and reports exchanged between Contractor and Consultant that share information, request clarification or provide direction on this Agreement or services being performed thereunder shall be copied to the County’s designated record keeper.

7. **Contractor’s Understanding**
It is understood and agreed that Contractor has, by careful examination satisfied itself as to the nature and location of the work to be performed, the equipment needed, the space available and the character, quality and quantity of the materials to be encountered in performing the work and integrating the new equipment with the existing system. No verbal agreement or conversation with any officer, agent or employee of County, either before or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained.

8. **Manufacturer’s Specifications and Recommendations**
All equipment and materials of any kind shall be installed as specified and recommended by the manufacturer and in strict accordance with the requirements of this Agreement. Contractor shall obtain from each manufacturer their comprehensive specifications and recommendations for utilization of their product. All assembly, installation and utilization shall be in conformance with the manufacturer’s specifications and recommendations.

9. **Report Errors and Discrepancies**
If Contractor, in the course of implementing the system, finds any errors or omissions in plans furnished by County to Contractor, it shall be Contractor’s duty to immediately inform County and Consultant in writing with a request for clarification or resolution. Any work done after such discovery, until authorized by County, shall be done at the Contractor's risk.

10. **Permits and Approvals**
Contractor shall familiarize themselves with all applicable regulations and conform to all laws, ordinances and codes that might affect the proposed system in any way and shall procure and pay for all permits, licenses, and approvals necessary to complete the system.

11. **Inspections**
All Services and Equipment shall be open to inspection by County and Consultant or its duly authorized representative at all times.

Consultant shall conduct a Final Observation of Construction to inspect the work of Contractor within ten (10) days of receipt of written notice from Contractor that Contractor is ready for such inspection. During this Final Observation of Construction, Consultant shall generate a Punch List for any items that must be addressed before Final Acceptance by County. The listing of items to be completed on a Certificate of Substantial Completion or Punch List does not constitute Final Acceptance and Contractor shall not submit a final billing on that basis. Upon Final Acceptance, County will sign a Certificate of Final Completion.
12. **Defective Work or Equipment**
The inspection of shall not relieve Contractor of any obligations to fulfill its obligations under this Agreement, and defective work shall be made good and unsuitable equipment may be rejected, notwithstanding that such work or equipment have been previously overlooked by County and accepted or estimated for payment. If the work or equipment or any part thereof shall be found defective before Final Acceptance, Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to County. If the equipment shall be found by County as unsuitable or not in conformity with this Agreement, Contractor shall forthwith remove them from the site. If Contractor shall fail to replace any defective work or Equipment after reasonable notice, County may cause such defective work or equipment to be replaced and the expense thereof shall be deducted from the amount to be paid Contractor. It is further expressly agreed that the granting of any progress certificate, the signing of any periodic estimate, or the payment of any money hereunder shall not be considered an acceptance of all or part of the work and/or the equipment and shall in no way lessen the liability of Contractor to replace defective work and/or equipment, though the same may not have been detected prior to the time that such money was paid. However, nothing in this Agreement shall be construed to mean that County waives or forfeits any rights it has or had to later seek cure to any defective work and/or equipment through any means available.

13. **Term of Agreement**
The term of this Agreement begins upon signature by both parties and ends upon Scope of Work completion by Contractor and Final Acceptance by County, unless terminated earlier in accordance with Section 4 of this Agreement.

14. **Termination of Agreement**
County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days’ written notice to Contractor.

Upon termination, the service provider shall be entitled to receive just and equitable compensation for any satisfactory work completed.

15. **Insurance Requirements**
Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to County.

Insurance policies will not contain endorsements or policy conditions which reduce coverage provided to County. Contractor will be responsible to County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. **Worker’s Compensation Insurance:** Contractor shall procure and maintain during the life of this Agreement, Worker’s Compensation Insurance, including Employers’ Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor’s insurance policy.
B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability of not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than $1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: “Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.” It is understood and agreed by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance Allegan County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Worker’s Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: “It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010.” If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and County may terminate this Agreement immediately.

F. Proof of Insurance Coverage: Upon execution of this contract and at least (10) business days prior to commencement of services under this Agreement, Contractor shall provide County with a copy of their Worker’s Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments will be made to Contractor until current certificates of insurance have been received and approved by County. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to County at least ten (10) days prior to the expiration date.

16. Reporting and Review
Contractor will report to County as described in Attachment A and also upon request, and will cooperate and confer with County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the contractor’s name. All reports made in connection with Contractor’s services are subject to review and final
approval by County. County may review and inspect Contractor’s activities during the term of this Agreement. After reasonable notice to Contractor, County may review any of Contractor’s internal records, reports or insurance policies.

17. **Indemnification**
To the fullest extent permitted by law, Contractor will hold harmless, defend and indemnify County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor’s own employees, or from loss or damage to any property, including property owned or in the care, custody or control of County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section will survive any termination of this Agreement or completion of Contractor’s performance under this Agreement.

18. **Risk.**
County is not liable for the safety, security, or condition of Contractor’s equipment and materials.

19. **Independent Contractor**
The parties agree that Contractor is an independent contractor. Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of County for any purpose, and will not be entitled to any fringe benefits of County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay. Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers’ compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify County against such liability.

20. **Subcontracting**
Contractor will provide all services covered by this Agreement and will not subcontract, assign or delegate any of the services without written authorization from County unless the intent to use subcontractors is clearly stated in the Contractor’s Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and/or inactions and performance of all subcontractors used by Contractor in providing services under this Contract. In choosing to use subcontractors, Contractor will ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Contract. Contractor will also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 15 and make certain that subcontractors do not operate outside the required scope of work.

Contract is solely between County and Contractor and County will have no relationships or obligations to any subcontractors used by Contractor in performing work under this Contract.
21. **County Employees**
Contractor will not hire any County employee to perform any of the services covered by this Agreement without written authorization from County.

22. **Default**
In the event of default by Contractor, County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

23. **Endorsement Prohibition**
Contractor shall not use in any form or medium the name of County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by County.

24. **Compliance with Laws**
Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

25. **Nondiscrimination**
Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

26. **Confidentiality**
Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of County.

27. **Contractor Personnel**
Contractor employees may be subject to an approved criminal background check prior to entering County property to perform work under this Contract. Employees of Contractor must wear apparel or other means of identification while performing services under this Contract.

28. **Amendment**
This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

29. **Binding Effect**
This Agreement shall be binding upon and inure to the benefit of Contractor and County and their respective legal representatives, successors and authorized assigns.
30. **Waiver**
No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

31. **Counterparts**
This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

32. **Severability**
If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

33. **Section Titles**
Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

34. **Choice of Law and Forum**
This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

35. **Royalties and Patents**
Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor’s subcontractors and agents.

36. **Debarment or Suspension Status**
In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

37. **Conflicts of Interest**
In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform County regarding same.
38. **Anti-Collusion Statement**
In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of County are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

39. **Entire Agreement**
This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Courthouse Boiler Replacement Services Agreement
2. Contract and Scope of Work Clarifications Issued on 12/2/2016
3. Attachment A – County’s Scope of Work issued with RFP on 11/22/2016
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
6. Attachment D – Enlarged Boiler Room Demolition & Mechanical Plan M2.01 from GMB Architecture + Engineering issued for Bid and Construction on 11/21/2016
7. Attachment E – Contractor’s Proposal received and opened by County on 12/16/2016

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

**CONTRACTOR:**

Sign: __________________________  Sign: __________________________

Name: __________________________  Name: __________________________

Title: __________________________  Title: Allegan County Administrator

Date: __________________________  Date: __________________________
**Agreement and Scope of Work Clarifications Issued on – 12/2/2016**

Contractor questions and the County’s responses posted during the open bidding process as RFP Clarifications will be included here wherein they modify or clarify the terms of this Agreement or the scope of work outlined in the RFP.

Final decisions on quantities and any limits to the scope of work shall also be noted here once project costs have been evaluated by the County.

The County will discuss and negotiate any additional modifications or clarifications made after the proposal due date with the Contractor prior to incorporating them into this Agreement.
Attachment A – Scope of Work

1. **INTRODUCTION**

1.1 This scope of work requires the Contractor to replace existing heating boilers B-1 and B-2, piping, controls and all related accessories at the Allegan County Courthouse located at 113 Chestnut Street, Allegan, Michigan.

1.2 Contractor shall disconnect, remove and properly dispose of existing boilers B-1 and B-2, piping, controls, supports and all related accessories.

1.3 Contractor shall procure, take delivery of, install and perform initial testing of the replacement boiler systems and provide evidence that the replacement boilers are properly sized for the application, fully operable, and permitted by the State of Michigan.

1.4 Detailed product and installation specifications for the new boiler system are found in Attachment C.

1.5 Plan drawings of the mechanical room with installation specifications are found in Attachment D.

2. **SCOPE OF SERVICES**

2.1 **General**

2.1.1 Refer to the attached specification sections and boiler room plans for replacement of the two (2) existing heating boilers B-1 and B-2, piping, controls and all related accessories at the Allegan County Courthouse located at 113 Chestnut Street, Allegan, Michigan.

2.1.2 **Option #1:** Base bid shall incorporate use of three (3) gas-fired hot water heating boilers based upon Lochinvar Model FTXL850N. Approved alternate condensing boilers are Fulton Endura and Aerco Benchmark of equivalent size and capacity. Boiler shall be UL/FM, IRI and CSD-1 approved, ASME Code Stamped and have an input of 850 MBH with a gross output of 825 MBH when fired with natural gas. Units shall operate with a minimum thermal efficiency of 97%. Boilers shall be sealed combustion with individually ducted fresh air and exhaust air.

2.1.3 **Option #2:** Base bid shall incorporate use of two (2) gas-fired hot water heating boilers based upon Lochinvar Crest Model FBN1751. Approved alternate condensing boilers are Fulton Endura and Aerco Benchmark of equivalent size and capacity. Boiler shall be UL/FM, IRI and CSD-1 approved, ASME Code Stamped and have an input of 1,750 MBH with a gross output of 1,684 MBH when fired with natural gas. Units shall operate with a minimum thermal efficiency of 96.2%. Boilers shall be sealed combustion with individually ducted fresh air and exhaust air.
2.2 Boiler and Equipment Procurement and Delivery

2.2.1 Upon contract award, Contractor will procure agreed upon boilers as well as all necessary installation materials and supplies.

2.2.2 Contractor must coordinate the delivery and installation with Allegan County Facilities Management, Facility Operations Manager.

2.2.3 Allegan County shall not accept the delivery on behalf of the contractor, subcontractors, vendors or delivery services. Contractor must be present to accept delivery. Storage on-site shall not be permitted prior to installation.

2.2.4 Boilers and equipment delivery terms are Free on Board, Allegan County. Title and ownership of the boilers and equipment shall not pass to the County until the equipment has been installed by the Contractor, tested, inspected, permitted and accepted as functioning by the County.

2.3 Boiler Removal

2.3.1 Contractor shall neatly disconnect, dismantle and remove the existing boilers B-1 and B-2 without causing damage to existing piping, systems or surrounding equipment.

2.3.2 Contractor shall remove and properly dispose of existing boilers B-1 and B-2. This may require disassembling the boiler and removing it in parts.

2.3.3 Demolition and removal of existing boilers B-1 and B-2, surrounding insulation and/or any asbestos wrapped piping (if present) shall be completed in compliance with applicable federal and state laws. Contractor shall haul away all hazardous material to a certified landfill and provide evidence or documentation of proper disposal.

2.4 System Monitoring

2.4.1 Contractor shall subcontract with Grand Valley Automation for installation of building system monitoring equipment that allows for the sequence of operation and remote monitoring of all points as show in attached specification sections 23 09 93 Sequence of Operations for HVAC Controls and 23 09 94 BMS / ATC Points List.

2.5 System Testing and Acceptance

2.5.1 Contractor is required to conduct a startup test of the installed boilers and associated equipment to demonstrate and confirm correct installation and proper functioning.

2.5.2 Finished installation shall be permitted and inspected by the State of Michigan, Licensing and Regulatory Affairs’ Boiler Division and any applicable city, township and county inspections as necessary.

2.5.3 Final system approval shall be provided by Allegan County Facilities Management upon completion of all punch list items and County’s receipt of boiler permit from the State of Michigan.
2.6 Scheduling

2.6.1 Heating system shut downs must be kept to a minimum and scheduled with the owner in advance. Final electrical connections and switch-over shall be accomplished after regular county business hours.

2.6.2 On scheduled days of installation, a representative from Allegan County Facilities Management shall meet with the Mechanical Contractor at a designated location to provide facility access. The Facilities Management representative will remain available during installation.

2.6.3 It is expected that upon bid award, the selected Contractor will procure and install the replacement boiler within 90 days.

2.6.4 Contractor’s on-site installation activities must be scheduled at least five (5) business days in advance and coordinated through:

Mark Chrusciel
Facilities Operations Manager
(269) 673-0207
mchrusciel@allegancounty.org
Attachment B – Cost Proposal Form

3. **BIDDING ON PRODUCTS, EQUIPMENT AND SERVICES**

Considering the scope of work outlined in Attachment A, itemize all costs associated with this bid in the format below and submit with your firm’s proposal taking the following into consideration:

3.1 **Signature**

The Cost Proposal Form must be typed into or filled out with pen and ink and signed in longhand, in ink, by a principal authorized to make contracts.

3.2 **Taxes**

County is exempt from Federal Excise Tax and Michigan Sales Tax and same shall not be charged to County or included in the cost proposal or included on any invoices.

3.3 **Quantities**

The quantities or usage requested are estimated only unless otherwise stated. No guarantee or warranty is given or implied by County as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for Contractor’s information only and will be used for bid tabulation and cost comparison. County reserves the right to increase or decrease quantities until contract is finalized.

3.4 **Variances**

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices quoted elsewhere in Contractor’s proposal, the prices quoted on this Cost Proposal Form shall prevail.

3.5 **Quality**

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by County.

3.6 **Bidding on Equivalent Products**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade or quality of material only. Since County does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added. However, if a product other than those specified is bid, it is the contractor’s responsibility to name such a product within the bid, and to prove to County that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. County shall be the sole judge concerning the merits of bids submitted.
3.7 **Service and Parts**
Contractors must be prepared to submit evidence to County, in addition to that required in the attached specifications that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

3.8 **Delivery Provisions**
Bid price is to be based upon the delivery terms of Free on Board, 113 Chestnut St., Allegan, Michigan. Title and ownership of the equipment does not pass to the County until the equipment is installed by Contractor and passes Final Acceptance by County.

3.9 **Invoices:**
Invoices must reference Project #11002-16, itemize services rendered and be sent to:

Accounts Payable  
Allegan County Facilities Management  
3283 122nd Avenue  
Allegan, MI 49010

3.10 **Cost Tables**
Only costs directly related to the delivery of the requirements within this RFP should be included in the tables below. Contractor may attach more detailed pricing information and additional items and costs for consideration.

<table>
<thead>
<tr>
<th>Courthouse Boiler Replacement – Option #1</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Boiler Brand</td>
<td></td>
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<tr>
<td>Boiler Make &amp; Model</td>
<td></td>
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<tr>
<td>Boiler Unit Cost $</td>
<td></td>
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<tr>
<td>Total Boiler Costs - Three (3) New Units $</td>
<td></td>
</tr>
<tr>
<td>Additional Boiler System Components and Materials $</td>
<td></td>
</tr>
<tr>
<td>Total Labor:</td>
<td></td>
</tr>
<tr>
<td>Other Costs (describe):</td>
<td></td>
</tr>
<tr>
<td>TOTAL COST (not to exceed):</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alternate Brand Pricing for Option #1 (optional)</th>
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</thead>
<tbody>
<tr>
<td>Boiler Brand</td>
</tr>
<tr>
<td>Boiler Make &amp; Model</td>
</tr>
<tr>
<td>Boiler Unit Cost $</td>
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</table>

Allegan County RFP# 11002-16 Courthouse Boiler Replacement Services  
RFP Page 16 of 27
## Courthouse Boiler Replacement – Option #2

<table>
<thead>
<tr>
<th>Boiler Brand</th>
<th>Cost</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Boiler Make &amp; Model</th>
<th>Cost</th>
</tr>
</thead>
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<table>
<thead>
<tr>
<th>Boiler Unit Cost</th>
<th>Cost</th>
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<tbody>
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<table>
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<th>Boiler Make &amp; Model:</th>
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<table>
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<tr>
<th>Total Boiler Costs – Two (2) New Units</th>
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<table>
<thead>
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<th>Additional Boiler System Components and Materials</th>
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<td></td>
<td>$</td>
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<table>
<thead>
<tr>
<th>Total Labor:</th>
<th>Cost</th>
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</table>

<table>
<thead>
<tr>
<th>Other Costs (describe):</th>
<th>Cost</th>
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<tbody>
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<td>$</td>
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</table>

<table>
<thead>
<tr>
<th>TOTAL COST (not to exceed):</th>
<th>Cost</th>
</tr>
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<tbody>
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<td>$</td>
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</tbody>
</table>

## Alternate Brand Pricing for Option #2 (optional)

<table>
<thead>
<tr>
<th>Boiler Brand</th>
<th>Cost</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Boiler Make &amp; Model</th>
<th>Cost</th>
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</table>

<table>
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<th>Boiler Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

### 3.1 Payment Terms

Payment will be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance as outlined in the following table:

<table>
<thead>
<tr>
<th>Project Stage / Milestone</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon contract award</td>
<td>Up to 10%</td>
</tr>
<tr>
<td>Upon boiler arrival on-site</td>
<td>Up to 10%</td>
</tr>
<tr>
<td>Progress billing during installation commensurate with work completed</td>
<td>Up to 50%</td>
</tr>
<tr>
<td>Upon completion of system installation</td>
<td>Up to 10%</td>
</tr>
<tr>
<td>Upon Final Acceptance by County</td>
<td>20%</td>
</tr>
</tbody>
</table>
3.2 **Cost Certification**

Bid is firm for _________ days (60 days minimum)

| Vendor Name: |  |
| Vendor Address: |  |
| City, State, Zip: |  |
| Representative Name (Print): |  |
| Representative Signature: |  |
| Representative Title: |  |
Attachment C – Technical Specifications

The following technical specifications were prepared by GMB Architecture + Engineering for the Courthouse Boiler Replacement and are provided as a separate document and hereby incorporated into the Scope of Work by reference.

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TOPIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 07 84 00</td>
<td>FIRESTOPPING</td>
</tr>
<tr>
<td>SECTION 23 05 00</td>
<td>HVAC SCOPE OF WORK</td>
</tr>
<tr>
<td>SECTION 23 05 53</td>
<td>IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT</td>
</tr>
<tr>
<td>SECTION 23 05 93</td>
<td>TESTING, ADJUSTING, AND BALANCING FOR HVAC</td>
</tr>
<tr>
<td>SECTION 23 07 16</td>
<td>HVAC EQUIPMENT INSULATION</td>
</tr>
<tr>
<td>SECTION 23 07 19</td>
<td>HYDRONIC PIPING INSULATION</td>
</tr>
<tr>
<td>SECTION 23 09 93</td>
<td>SEQUENCE OF OPERATIONS FOR HVAC CONTROLS</td>
</tr>
<tr>
<td>SECTION 23 09 94</td>
<td>BMS/ATC POINTS LIST</td>
</tr>
<tr>
<td>SECTION 23 21 13</td>
<td>HYDRONIC PIPING, VALVES, AND ACCESSORIES</td>
</tr>
<tr>
<td>SECTION 23 21 16</td>
<td>HYDRONIC SPECIALTIES</td>
</tr>
<tr>
<td>SECTION 23 25 00</td>
<td>HYDRONIC WATER TREATMENT</td>
</tr>
<tr>
<td>SECTION 23 52 16</td>
<td>CONDENSING BOILERS</td>
</tr>
</tbody>
</table>
Attachment D – Boiler Room Demolition & Mechanical Plan

The Enlarged Boiler Room Demolition & Mechanical Plan M2.01 prepared by GMB Architecture + Engineering and issued for Bid and Construction on 11/21/2016 is hereby incorporated into the Scope of Work. The large format plan drawings are provided as a separate document and incorporated by reference.
4. **HOW TO PARTICIPATE IN THE CONTRACTING PROCESS**

Contractors interested in responding to this RFP must follow the bidding process outlined below. County will not reimburse responding firms for any expenses incurred in preparing and submitting proposals in response to this request. Copies of this RFP in Microsoft Word format are available upon request. All deadlines are Eastern Standard Time.

4.1 **Proposal and Contract Examination**

Before submitting a proposal, contractors should carefully examine the entire RFP packet. By the submission of a proposal, Contractor will be understood to have read and be fully informed as to the contents of this RFP packet and accepting of the terms and condition herein, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between County and Contractor.

4.2 **Mandatory Pre-Bid Meeting – at 10 a.m. on November 28, 2016.**

To qualify, interested contractors must attend a mandatory pre-bid meeting to review the scope of work on-site, meeting with the following person (or alternate) at the following location:

John Pintarelli, Facilities Management Supervisor  
Hallway inside Public Entrance to Courthouse (west end)  
NOTE: This is a secure facility and you will have to pass through security  
113 Chestnut Street  
Allegan, MI  49010

4.3 **Contractor Inquiries – due by 3:00 p.m. on November 30, 2016.**

Should Contractor find any discrepancies, omissions, ambiguities, or conflicts within the RFP packet, be in doubt about their meaning, or have any questions about the RFP process, they should bring such questions in writing to the attention of:

Denise Stan – Project Management Specialist  
Allegan County – County Services Building  
3283 122nd Ave  
Allegan, MI 49010  
dstan@allegancounty.org

4.4 **County Response – posted by 5:00 p.m. on December 2, 2016.**

The County will compile and review all questions received from contractors and post responses to the County website as an RFP Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. County will not be responsible for any oral instructions.
4.5 **Bid Submission – due by 3:00 p.m. on December 16, 2016.**

Bids shall be submitted in a sealed envelope, mailed or delivered to:

Denise Stan – Project Management Specialist  
Allegan County – County Services Building  
3283 122nd Ave  
Allegan, MI 49010

The outside of the envelope will show the Contractor’s company name as a return address (for identification purposes during bid opening) and will be plainly marked with the words **RFP #11002-16 Courthouse Boiler Replacement Services Agreement.** It is the sole responsibility of Contractor to ensure that the proposal reaches County by the specified deadline.

4.6 **Bid Opening – at 4:00 p.m. on December 16, 2016.**

All bids received will be publicly opened at the Allegan County Services Building 3283 122nd Ave. Contractors may be present, but attendance is optional as only the names of the contractors submitting proposals will be announced and taken into record. Proposals will not be reviewed or evaluated at this Bid Opening. County will not release any dollar amounts until all proposals have been evaluated, scored and a contract has been awarded.

5. **PROPOSAL EVALUATION AND CONTRACT AWARD**

In evaluating and awarding contracts, County follows the process outlined below.

5.1 **Proposal Evaluation**

Proposals will be evaluated and scored by an evaluation team using the criteria specified in RFP Supplement C – Proposal Evaluation Criteria. Compiled scores from all eligible bids will form the basis for recommending a contract award.

5.2 **Product Samples**

To assist in product evaluation, samples may be requested if brand is unfamiliar to County or other than specified in the Scope of Work. Such samples are to be furnished after the date of bid opening only upon request of County unless otherwise stated in the bid requirements.

5.3 **Supplemental Information**

During the evaluation process, County reserves the right to request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.

5.4 **Contractor Presentations, Product Demonstrations and Interviews**

At the discretion of County, as part of the evaluation process, Contractor submitting proposal may be requested to make a presentation, conduct a product demonstration and/or be interviewed in person or remotely. Should this become necessary, County will contact Contractor and expects them to be available at a location determined by County within two (2) weeks of notification. Contractor shall not receive payment.
from County for costs that may be incurred through this step in the evaluation process.

5.5 **Contract Finalization**

Should any material changes to the Agreement, Scope of Work or Contractor’s Proposal need to be clarified or negotiated, a revised Contract may be drafted and sent to Contractor for signature.

5.6 **Contract Award**

Once finalized, the contract will be processed for final approval and award by the necessary County authority. Upon award, Contractor will be contacted to plan and schedule work.

Notification of award will be posted to County’s website along with a tabulation of all bids received. Notification letters will also be sent to each contractor that submitted a proposal.

5.7 **Rejection of Bids**

County reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of County and to waive any informalities or irregularities in the bids. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

6. **WITHDRAWAL OF BIDS**

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the Project Management Specialist prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the Project Management Specialist after time specified for bid opening will not be considered.

7. **SIGNATURES**

Any erasures or corrections to this RFP packet must be initialed in ink by Contractor. The Agreement and Cost Proposal Form shall be signed in longhand, in ink, by the principal authorized to make contracts.

8. **FREEDOM OF INFORMATION ACT**

Contractors should be aware that information submitted with a proposal is subject to the Michigan Freedom of Information Act and may not be held in confidence after the proposals are opened. All proposals shall be available for review after County staff has evaluated them and a decision has been reached on whether or not to award a contract.

9. **FURTHER INFORMATION AND CLARIFICATION**

Should prospective contractors require further information or clarification, contact County’s Project Management Specialist at dstan@allegancounty.org. Copies of this RFP packet are available in Microsoft Word format upon request.

Allegan County RFP# 11002-16 Courthouse Boiler Replacement Services  RFP Page 23 of 27
10. PROPOSAL REQUIREMENTS

10.1 General Considerations
Before submitting a proposal, Contractor should carefully examine the entire RFP Packet and have a full understanding of the contents needed for a proposal. Submission of a response constitutes Contractor’s understanding of the contents of this RFP.

10.2 Contract Acknowledgement
In order for Contractor’s proposal to be considered, Contractor must check one of the four boxes on the Contractor’s Acceptance of County Agreement Form at the beginning of this RFP Packet and follow through with the appropriate action. Failure to do this may result in disqualification of the proposal.

10.3 Proposal Organization and Length:
The bid / proposal and all supporting documentation should be organized and formatted to ensure County receives only the most relevant information necessary to select a contractor.

In responding to proposal content requested in Section 13 below, please reference the number and the question before each response and respond in sequence of the questions asked.

10.4 Number of Copies:
Contractor is asked to submit:
- One (1) complete proposal master document in paper hard copy format (so marked);
- One (1) complete proposal copies in paper hard copy format (so marked); and
- One (1) complete proposal copy in digital PDF format. Electronic copies of the proposal may be emailed to dstan@allegancounty.org before the submission deadline or included on a CD or thumb drive with Contractor’s proposal.

11. PROPOSAL CONTENT

11.1 Signed Letter
A signed letter stating the contractor understands County’s needs as outlined in Attachment A – Scope of Work and is committed to performing the requested services.

11.2 Company Information:
11.2.1 The legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.
11.2.2 The location of the office from which work described here will be managed and the year that office was established if other than above.

11.2.3 Contact information (name, title, telephone number and email) for Contractor representative submitting proposal.

11.2.4 Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past (5) years. If no, so state. If yes, detail the circumstances and current status of such action.

11.3 Company Experience

11.3.1 List five contracts recently completed by your firm that are most similar in nature to that described in this RFP. Name the agency or organization for whom the work was performed, briefly describe the scope of work and provide the name and telephone number or email of the individual that may be contacted as a reference.

11.4 Company Personnel

11.4.1 Does your firm intend to use any subcontractors on this project? If yes, list the subcontractors, describe the work to be performed and the estimated total dollar amount to be paid by your firm to each subcontractor.

11.4.2 Attach copies of licenses and certifications for all individuals that shall be performing gas, plumbing, electrical and mechanical work on this project.

11.5 Proposed Boiler System

11.5.1 The County is replacing existing B-1 and B-2 Boilers with a new boiler system comprised of the following options:

**Option #1:** Base bid shall incorporate use of three (3) gas-fired hot water heating boilers based upon Lochinvar Model FTXL850N. Approved alternate condensing boilers are Fulton Endura and Aerco Benchmark of equivalent size and capacity. Boiler shall be UL/FM, IRI and CSD-1 approved, ASME Code Stamped and have an input of 850 MBH with a gross output of 825 MBH when fired with natural gas. Units shall operate with a minimum thermal efficiency of 97%. Boilers shall be sealed combustion with individually ducted fresh air and exhaust air.

**Option #2:** Base bid shall incorporate use of two (2) gas-fired hot water heating boilers based upon Lochinvar Crest Model FBN1751. Approved alternate condensing boilers are Fulton Endura and Aerco Benchmark of equivalent size and capacity. Boiler shall be UL/FM, IRI and CSD-1 approved, ASME Code Stamped and have an input of 1,750 MBH with a gross output of 1,684 MBH when fired with natural gas. Units shall operate with a minimum thermal efficiency of 96.2%. Boilers shall be sealed combustion with individually ducted fresh air and exhaust air.

11.5.2 State the manufacturer, make and model of the new boilers. Include the energy efficiency rating of the boilers and the BTU output.
11.5.3 Are you aware of any energy rebates available to the County for replacing the current boilers? If yes, do you have an estimated amount for the rebate?

11.5.4 Attach a copy of all the data sheets, specifications, catalogs or literature completely describing the products to be used.

11.6 **Proposed Work Plan:**

11.6.1 Note any proposed variances from the County’s scope of work.

11.6.2 Confirm there are no expected issues with removing the existing old boilers or bringing the new boilers in through the available ingress/egress doors.

11.6.3 Note any guarantees or warrantees on materials and labor your firm provides.

11.7 **Timeline and Schedule:**

11.7.1 Assuming a contract award date of January 18th 2017, confirm your firm’s ability to complete the work within 90 days.

11.7.2 Given the Courthouse must function on regular weekdays from 8 am to 5 pm, describe the installation strategy your firm will employ to minimize the time that heating will not be available at the Courthouse. Given this strategy, does your firm expect to be able to complete cutover (in partial or complete stages) outside of regular business hours?

11.8 **Cost:**

11.8.1 Complete the Cost Table in Attachment B. County will consider discounts and other pricing incentives in each individual bid prior to determining the successful contractor.

11.8.2 Contractor may attach more detailed pricing information and additional items and costs for consideration.

11.8.3 Note if any changes are desired to the payment terms proposed in Attachment B with an explanation.

11.9 **Attachments:**

11.9.1 Equal Opportunity Employer Statement

11.9.2 W-9 Form if you haven’t received payment from the County for any other services in the last year so you can be registered as a County vendor.
RFP Supplement C – Proposal Evaluation Criteria

County will review and evaluate Contractor’s proposal in accordance with the requirements of this RFP and score it using the matrix below. The decisions and opinions of the evaluation committee regarding proposal reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be scored and added to the evaluation at County’s discretion.

Contractor may be requested to make additional written submissions or presentations to County, the results of which may be added to the evaluation.

Proposals will be scored relative to other proposals using the following rating scale:

<table>
<thead>
<tr>
<th>Min. Score</th>
<th>-3</th>
<th>-1</th>
<th>0</th>
<th>5</th>
<th>Initial Default Score</th>
<th>+1</th>
<th>+3</th>
<th>Max. Score</th>
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</thead>
<tbody>
<tr>
<td>Per Major Concern</td>
<td>Per Minor Concern</td>
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<td></td>
<td></td>
<td>Per Minor Benefit / Plus</td>
<td></td>
<td></td>
<td>Per Major Benefit / Plus</td>
</tr>
</tbody>
</table>

A - Submission (failure to meet these requirements may be cause for bid rejection)

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<thead>
<tr>
<th>Requirement</th>
<th>Score</th>
<th>Weight</th>
<th>Points</th>
<th>Max. Points</th>
<th>% of Total</th>
</tr>
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<tbody>
<tr>
<td>Bid proposal received on time</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Correct number of copies received</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signed Letter of Commitment</td>
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<td></td>
<td></td>
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<tr>
<td>Any legal action within the past 5 years</td>
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<tr>
<td>Equal Opportunity Employer Statement</td>
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<td>W-9</td>
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<td>Contract Agreement Acknowledged</td>
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B – Scope of Work (Attachment A)

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<th>Description</th>
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<td>11.2</td>
<td>Company Information</td>
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<td>11.3</td>
<td>Company Experience</td>
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<td>11.4</td>
<td>Company Personnel</td>
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<td>Proposed Boiler System</td>
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<td>11.6</td>
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<td>11.7</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>170</td>
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C - Cost Proposal (Attachment B)

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<th>Requirement</th>
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<th>Max. Points</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
<td>Total system procurement and installation costs.</td>
<td></td>
<td></td>
<td>510</td>
<td>75%</td>
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GRAND TOTAL

| Total Points | 680 | 100% |

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