

Jefferson County, MT  
Office of Disaster and Emergency Services  
Doug Dodge, Coordinator  
PO Box H  
Boulder, MT 59632  
(406) 225-4035 Office  
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des@jeffersoncounty-mt.gov



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## Jefferson County, MT

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### Office of Disaster and Emergency Services

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#### **REQUEST FOR PROPOSALS (RFP)** **2017 Backup Power Supply**

Jefferson County, Montana, acting through its office of Disaster and Emergency Services, is requesting proposals from interested qualified parties for constructing and putting into operation up to seven (7) remotely monitored, automatically starting Backup Power Supplies. Approximately four (4) Backup Power Supplies will be ordered in 2017, and approximately three (3) will be ordered in 2018. Jefferson County reserves the right to increase or decrease the number ordered at its discretion.

#### **I. GENERAL DESCRIPTION**

- A. Jefferson County is requesting proposals for the construction and installation of seven (7) Backup Power Supplies for the County's Emergency Broadcast System utilizing County owned generators, a County owned prototype trailer, new trailers similar to the prototype, new fuel tanks, new batteries and a system on each trailer which will allow for the remote monitoring and automatic operation of the generators. It will be the prospective bidder's responsibility to become familiar with the generators, the prototype trailer, a remote monitoring system, an automatic operation system, and the interface equipment required for the County's Emergency Broadcast System before submitting a bid. A full description of the Request for Proposals (RFP) requirements are listed in Section VI. Scope of Services.
- B. Jefferson County's office of Disaster and Emergency Services currently owns seven (7) diesel fueled generators, six (6) of which are presently mounted on steel frames with a lifting eyes and forklift receptacles and the seventh is mounted on a prototype trailer. The generators weigh approximately 550 lbs. each without battery, fuel tank, or monitoring or automatic operation systems. The prototype trailer is not complete, but shall be completed as one of the Backup Power Supplies ordered as a result of this RFP.

#### **II. DELIVERY INSTRUCTIONS AND DEADLINE**

- A. Submit proposals no later than **Tuesday, May 30th, 2017** at 12:00 p.m. MST in a sealed envelope addressed to:

Jefferson County Disaster and Emergency Services  
Emergency Broadcast System Backup Power Supply RFP  
PO Box H  
Boulder, Montana 59632

PROPOSALS THAT ARE UNSIGNED, INCOMPLETE, OR SUBMITTED BEYOND THE DEADLINE SHALL NOT BE CONSIDERED AND SHALL BE REJECTED.

### **III. CONTACT INFORMATION AND QUESTIONS**

- A. Bidders may submit questions, requests for additional information, or clarifications to:

Jefferson County Disaster and Emergency Services  
PO Box H  
Boulder, MT 59632  
Or via email to:  
des@jeffersoncounty-mt.gov

- B. All questions, and responses provided, will be posted online at: <http://www.jeffersoncounty-mt.gov/DES.html>
- C. Questions must be received no later than 12:00 p.m. MST on **Monday, May 22nd, 2017**.

### **IV. AMENDMENTS TO REQUEST FOR PROPOSAL**

- A. Any interpretation or correction of this Request for Proposals will be made by written addendum sent to all bidders that have submitted a conforming proposal within the deadline and that have not been eliminated from the selection process by the selection committee.

### **V. PROPOSAL OPENING**

- A. Sealed proposals will be opened at the regularly scheduled public meeting of the Jefferson County Commissioners, on **Tuesday, May 30th, 2017**, at the Jefferson County Clerk and Recorder's Building, 201 S. Monroe, Boulder, Montana, or upon reasonable notice to the bidders or such other duly noticed public meeting. After opening, the proposals will be forwarded to the selection committee for review, as outlined in Section IX. Selection Process below.

### **VI. SCOPE OF SERVICES:**

- A. Transmission Site Access Requirement
1. The successful bidder must have available a 4-wheel drive vehicle or an all-terrain vehicle to reach Emergency Broadcast System equipment located in rural,

mountainous locations, and such vehicle must be able to legally tow the Backup Power Supply trailer.

#### B. Terms of Payment

1. Payment shall be provided for each Backup Power Supply properly ordered by Jefferson County once it is installed and operational. The successful bidder, before the 10<sup>th</sup> of the month following the receipt by Jefferson County's office of Disaster and Emergency Services of the original signed Certified Installation and Operation Form (See Appendix C), shall submit one (1) original and two (2) duplicate copies of a duly itemized claim, along with a signed copy of the original purchase order for the Backup Power Supply, to the County's office of Disaster and Emergency Services, PO Box H, Boulder, Montana 59632.
2. Any work completed that is not a part of the awarded contract of this RFP must be itemized on a separate claim accompanied by an invoice and a purchase order authorizing completion of said work and submitted for payment to the same address as listed in Section VI. Scope of Services, Item B, Number 1. of this RFP. See also Section VI. Scope of Services, Item C. Purchasing Policy of this RFP.

#### C. Purchasing Policy

1. All Backup Power Supply orders shall require a purchase order signed and dated by the Jefferson County Disaster and Emergency Services Coordinator AND the Jefferson County Sheriff.
2. Any purchases required for the Emergency Broadcast System Backup Power Supply beyond the terms of this RFP shall require a purchase order signed and dated by the Jefferson County Disaster and Emergency Services Coordinator AND the Jefferson County Sheriff.
3. Any purchases shall follow the purchasing policy of Jefferson County, MT.

#### D. Trailer Specifications

##### 1. General Specifications

- i. Each trailer may be custom fabricated or be a modified commercial model. It shall have tail/turn lights and a standard 4-way flat trailer connector (plug). If the trailer is fabricated, it must be properly painted with weather resistant paint in black or grey and have fenders, lights, jacks, and safety chains installed. A Montana Department of Transportation Vehicle Identification Number (VIN) must be attached, and a legal mounting method for a license plate shall be provided. The Backup Power Supply generator and all other components shall be securely fastened to the trailer for security and transportation.
- ii. Platform size: approx. 49-inches wide x 50-inches long, steel frame with weather resistant floor capable of supporting all Backup Power Supply equipment.
- iii. Minimum tire size: 4.80 x 12-inch, 990 lb. load rating at 90 lbs. inflation.
- iv. Minimum trailer GVWR: 2000 lbs. with 5-lug wheels.
- v. Minimum Load capacity: 1750 lbs.
- vi. Expected load weight: 1350 lbs. (including tank, generator, battery, and fuel).
- vii. Springs: Double eye spring or single axle slipper spring.
- viii. Tongue and hitch length beyond platform: approximately 36-inches (easily removable, see Item 5. Security Specifications below).

- ix. Ball size: 1 7/8-in diameter.
- 2. Jack Stand Specifications
  - i. Each trailer shall have four (4) adjustable jack stands. The four jack stands shall be pipe-mounted with 2000-lb capacity and will rotate upward 90-degrees to a horizontal position during transportation and secured by a removable pin. The stands will be securely welded to four outside corners of the trailer frame. When in use, the generator system will be leveled and supported solely by the jack stands.
- 3. Fuel Tank Specifications
  - i. Each trailer shall have an approximately 60-gallon diesel fuel tank measuring about 48-inches long, 16-inches in width, and 18 -inches in height.
  - ii. Material: steel or aluminum with welded internal baffles and properly painted (if steel) with weather resistant paint.
  - iii. Connect protected heavy-duty rubber fuel lines shall be installed between the tank and the generator fuel connectors.
- 4. Battery Specifications
  - i. A 675 CCA (minimum) sealed lead acid battery shall be installed in a plastic battery box inside the toolbox of the generator. The battery shall have side-mount terminals protected by the plastic box. Battery cables shall be routed out the bottom of the tool box. Crimp-style lugs shall connect the battery side terminals to the generator battery terminals. The positive lead shall be marked with a red band on both ends. Battery shall be able to be recharged by automatic generator operation.
- 5. Security Specifications
  - i. Each trailer tongue shall be easily removable by pins or bolts and the wheels of each trailer shall be easily removable to deter theft of the Backup Power Supply from a remote site. Any tool boxes or easily removable external components shall be lockable, and each trailer itself shall be able to locked in place.
  - ii. Parts removed in item (i) above shall be stored in a manner directed by Jefferson County Disaster and Emergency Services.

#### E. Operational Specifications

- 1. Each Backup Power Supply shall independently and individually provide the electricity necessary to operate each Emergency Broadcast System site in the event of a loss of primary power at each site.
- 2. Each Backup Power Supply shall automatically start in the event of a loss of primary power to an Emergency Broadcast System site and automatically stop at the resumption of primary power delivery to that site, subject to a time delay to prevent unwanted or unwarranted rapid starting and stopping.
- 3. Each Backup Power Supply shall be remotely, electronically monitored (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year by the Control Center of Jefferson County's Emergency Broadcast System. Systems to be monitored shall include, but not be limited to, current operational status, fluid levels, and battery condition. Other system functions which shall be electronically reported to the Control Center are listed in the items below.

4. Each Backup Power Supply shall automatically start and stop to maintain battery charge levels as necessary.
5. Each Backup Power Supply shall be able to be remotely started and stopped by Jefferson County's Emergency Broadcast System Control Center for standard testing or maintenance as necessary.
6. Each Backup Power Supply shall automatically shut down in the event of low fluid levels or any other condition which may cause catastrophic generator failure. Shut down occurrences of this nature shall be automatically electronically reported by the Backup Power Supply to Jefferson County's Emergency Broadcast System Control Center.
7. Each Backup Power Supply shall automatically isolate itself from the primary power supply during operation to prevent backup power from flowing into the primary power system supply lines. Any failure of this function shall disable the Backup Power Supply's ability to operate and such a condition shall automatically be electronically reported to Jefferson County's Emergency Broadcast System Control Center.

F. Generator Condition

1. The Jefferson County owned generators were purchased new but have been in storage for several years and may need refurbishment to become operational. The successful bidder shall be responsible for determining the functionality of the generators and refurbishing the generators so they are operational if so directed. Refurbishment cost, if any, shall be determined prior to each Backup Power Supply order. All refurbishments shall be approved according to Section VI. Scope of Services, Item C. Purchasing Policy of this RFP, and any potential refurbishment is also subject to Section VI. Scope of Services, Item I. Cancellation of this RFP.

G. Design, Construction and Functionality Alteration and/or Changes

1. Jefferson County reserves the right to adjust or modify the Backup Power Supply design, construction, and functionality in the best interest of the County, subject to the purchasing policy in Section VI. Scope of Services, Item C. Purchasing Policy of this RFP.

H. Time for Completion

1. Successful bidder shall have twelve (12) months to fulfill any Backup Power Supply order based upon this RFP, with the time for completion based upon on the date of the signed purchase order for that Backup Power Supply (see Section VI. Scope of Services, Item C. Purchasing Policy, Number 1). Orders not fulfilled within twelve (12) months and not extended by written approval of the Jefferson County Sheriff may be cancelled at the discretion of the Jefferson County Sheriff and any costs incurred for orders cancelled in violation of this section shall not be reimbursable.

I. Cancellation

1. Jefferson County reserves the right to cancel any and/or all Backup Power Supply orders by written notice at any time for any reason. Notice of any such cancellation shall be through a signed and dated notice from the Jefferson County Sheriff delivered to the successful bidder. Such cancellation(s) shall not entitle the successful bidder to any further compensation beyond any approved costs incurred prior to any such cancellation so long as the reason for the cancellation is not due to a failure to

fulfill responsibilities of this RFP on the part of the successful bidder. In such case no compensation shall be reimbursed.

J. Direction and Authority

1. The successful bidder will work with the Jefferson County Disaster and Emergency Services Coordinator under the direction and authority of the Jefferson County Sheriff. The successful bidder will be required to include the Jefferson County Sheriff in communications and deliberations as directed.

K. Insurance

1. The successful bidder will provide proof of Liability Insurance Coverage and Workers Compensation Coverage in the limits required by Jefferson County.

**VII. PROPOSAL SUBMITTAL CONTENT**

A. Bidders shall submit one (1) signed original, plus three (3) copies of their proposals prepared as follows:

1. Cover Letter
  - a. A one-page single-sided cover letter which contains the name, address, phone number, email address and contact person(s) for the bidder.
2. Signed Binding Offer and Agreement to Terms & Conditions
  - a. States that the proposal is a complete, legally binding offer and that the person signing the proposal has the authority to bind the company. See Appendix A.
3. Specifications
  - a. Briefly describe the bidder's understanding, technical competence, specialized experience, and ability to construct, install and make operational a Backup Power Supply within the context of the Scope of Services listed in this RFP. Bidders should demonstrate that they have the facilities and equipment capable and the expertise required to fulfill the Scope of Services. Bidders should provide detailed plans for their proposed Backup Power Supply design. Provide references for similar work performed.
4. Organizational Structure
  - a. Describe the bidder's organizational structure. The bidder should demonstrate they have the expertise, manpower, and flexibility to effectively implement the requirements defined in the Scope of Services of this RFP.
5. Recent Work for Jefferson County
  - a. Describe any recent or current work which was completed or is being completed for Jefferson County.
6. Contract Price
  - a. Total contract price for seven (7) Backup Power Supplies as described in this RFP, itemized per each Backup Power Supply. Contract price shall be guaranteed for a twenty-four (24) month term beginning on the date of the first signed and dated Backup Power Supply purchase order (see Section VI. Scope of Services, Item C. Purchasing Policy).
7. Contract for Services

a. Signed and dated for consideration by the Board of Jefferson County Commissioners.

8. Copy of license to do business in Montana

- B. Before submitting a proposal, bidder shall carefully read all sections of this Request for Proposals and shall fully inform themselves as to the existing conditions and limitations, which may impact their ability to perform.

**PROPOSALS THAT ARE UNSIGNED, INCOMPLETE, OR SUBMITTED BEYOND THE DEADLINE SHALL NOT BE CONSIDERED AND SHALL BE REJECTED.**

**VIII. PROPOSAL EVALUATION**

- A. The factors listed below shall be considered in the evaluation of the bidder's proposal. The proposal submitted shall give clear, concise information in sufficient detail to allow evaluation based on these factors. Although some of the factors listed below will be weighted more heavily than others, all factors are considered necessary for evaluation of technical acceptability and competence. A bidder must, therefore, be technically acceptable in all areas to be eligible for an award of a contract.

1. Specifications (30 Points): Bidder should show understanding, technical competence, specialized experience, and ability to fulfill the Scope of Services. Bidder should present a detailed and specific technical proposal based on the Scope of Services so that the selection committee may thoroughly evaluate the proposal. Bidders should demonstrate that they have the facilities and equipment capable and the expertise required to fulfill the Scope of Services. Bidders should provide detailed plans for their proposed Backup Power Supply design and such design should fulfill the needs of Jefferson County in relation to this RFP. References should be provided for similar work performed.
2. Organizational Structure (20 points): Bidder must have sufficient staff and resources dedicated to this contract to accomplish the work in a timely, professional manner at a level of quality and flexibility satisfactory to Jefferson County within the budget of the contract. The bidder should demonstrate they have the expertise, manpower, and flexibility to effectively implement the requirements defined in the Scope of Services.
3. Recent and Current Work for the County (10 points): Bidder demonstrates any recent or current work which was completed or is being completed for Jefferson County.
4. Contract Price (40 points): Total contract price guaranteed for a twenty-four (24) month term beginning on the date of the first signed and dated Backup Power Supply purchase order (see Section VI. Scope of Services, Item C. Purchasing Policy).

- B. Jefferson County reserves the right to interview bidders and/or conduct site visits for any/all proposals in order to assist in the evaluation process.

- C. Any proposal which does not comply with the requirements of this Request for Proposal may be considered non-conforming and ineligible for consideration. Failure to

comply with technical requirements and failure to submit required information will be cause for finding a proposal to be non-conforming.

## **IX. SELECTION PROCESS**

- A. **Rejection:** Jefferson County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, and to waive any defects and to allow modifications and supplementation of proposals that are submitted within the deadline.
- B. **Revisions:** Bidders submitting proposals will be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals, and such revisions may be permitted, after submissions and prior to award for the purpose of obtaining best and final proposals.
- C. **Evaluation:** A selection committee will score all conforming proposals. The selection committee shall be 3-persons as follows: Jefferson County Disaster and Emergency Services Coordinator, Jefferson County Law Enforcement Representative, and Jefferson County Commissioner Representative.
- D. **Review:** The selection committee will review conforming proposals and each member of the committee will score each proposal based upon Section VIII. Proposal Evaluation.
- E. **Scoring and Elimination:** After scoring all conforming proposals based on the criteria herein the selection committee may eliminate one or more or all bidders from further review. Any bidder(s) eliminated by the selection committee, at any time, whether through scoring, interviews, presentations, or any other reason or selection process, shall have no opportunity to make revisions or participate further in the selection process. The selection committee will evaluate the proposals utilizing the point distribution identified in Section VIII. Proposal Evaluation.
- F. **Interviews and Bidder Site Visits:** After scoring all proposals, the selection committee may choose to conduct further interviews and/or facility site visits in order to assist in the evaluation process with any bidder's proposals not yet eliminated.
- G. **Confidential Negotiations:** Prior to making any recommendation of award the selection committee may negotiate directly with the remaining bidder or bidders. In conducting discussions and negotiations, there may be no disclosure of any information derived from competing proposals. The selection committee shall comply with resident bidder preference of § 18-1-102, MCA.
- H. **Recommendation of Award:** The selection committee, based upon Section IX. Selection Process, shall issue recommendations to the Jefferson County Commissioners regarding the selection of a bidder for award at the regularly scheduled public meeting of the County Commissioners to be held on **Tuesday, June 27th, 2017**, and located at the Jefferson County Clerk and Recorder's Building, 201 S. Monroe, Boulder, Montana, or upon reasonable notice to the bidders or such other duly noticed public meeting. The County Commissioners may vote to award the contract at the meeting referenced in this section.

## **X. BINDING OFFER**



- A. Bidder's proposal constitutes a valid legal offer for 180-days. Bidder's proposal shall not be withdrawn without the consent of the Jefferson County Sheriff. Negligence, errors, mistakes or omissions in preparing the proposal, information, documentation, costs, or calculations shall confer no right of withdrawal after the submission deadline. Bidders shall bear all costs of preparing the proposal and any subsequent presentation or participation in the selection process. See Appendix A.

**XI. MISTAKES ERRORS & OMISSIONS**

- A. Bidders shall disclose errors in costs, calculations or information "mistakes" in the proposal submitted as well as in any related contracts, agreements, estimates, change orders or other documents. In the event that Jefferson County accepts any proposal, related contracts, agreements, estimates, change order or other documents containing mistakes the bidder shall be obligated to correct mistakes that are adverse to the County and shall have no right to enforce such mistakes against the County, except mistakes that work in favor of the County shall be binding on the bidder.

**XII. CONTRACT FOR SERVICES**

- A. Successful bidder agrees to accept & execute the attached Jefferson County Contract for Services (See Appendix B) subject to minor, non-substantive modifications or changes only. Jefferson County reserves the right to require the successful bidder to execute such further documents, contracts, agreements or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's office.

**XIII. COUNTY RESERVATION OF RIGHTS**

- A. Submission of a proposal confers no rights upon any bidder and shall not obligate Jefferson County in any manner whatsoever. Jefferson County reserves the right to make no award and to solicit additional proposals at a later date. This Request for Proposals may be canceled or any or all proposals may be rejected in whole or in part, as specified herein, when it is in the best interests of Jefferson County, and such reasons will be stated in the contract file. § 18-4-307, MCA.

**XIV. NOTICE OF AWARD**

- A. In the event an award is granted, then the contract file shall contain the basis of the award that shall be to the responsible and responsive bidder whose proposal best meets the evaluation criteria as set forth in section IX and the resident bidder preference of § 18-1-102, MCA. Jefferson County shall provide electronic notice to the bidder that is selected based on this RFP. If no bidder is selected, then a notice of no award shall be issued. Jefferson County shall not be bound unless and until the County Commissioners vote to accept the Proposal after a duly noticed public hearing.

**XV. REMEDIES & REMOVAL**

- A. Bidders are advised that the Montana State Procurement Act provides exclusive remedies for vendors, bidders, contractors or aggrieved parties. § 18-4-242, MCA. Transfer and assignment of contracts without authority and collusion or secret agreements between vendors, bidders or contractors for the purpose of securing any advantage is strictly prohibited, and any person who violates such provisions may be held criminally liable for misdemeanor with civil penalties from \$500 to \$5,000. § 18-4-141, MCA. In addition to these remedies [and other recourse provided in this invitation and at law or equity] bidders may be suspended or removed as provided in § 18-4-241, MCA.

**APPENDIX A**  
**2017 Backup Power Supply RFP**

**BINDING OFFER AND AGREEMENT TO TERMS & CONDITIONS**

THE UNDERSIGNED IS DULY AUTHORIZED TO BIND THE COMPANY NAMED BELOW AND HEREBY AGREES TO ALL THE TERMS AND CONDITIONS IN THE FOREGOING REQUEST FOR PROPOSALS.

DATED: \_\_\_\_\_ 2017

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name & Title)

**APPENDIX B**  
**2017 Backup Power Supply RFP**

**CONTRACT FOR SERVICES**

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1. **Parties:**

- a. The parties to this Contract for Services are Jefferson County, Montana, and \_\_\_\_\_, hereinafter referred to as “Contractor”.

2. **Agreement:**

- a. Contractor agrees to provide the services to Jefferson County, Montana listed in Item 3 – Scope of Services below, subject to its terms and conditions and to the terms and conditions of this Contract for Services.
- b. Payment for such services shall be made by Jefferson County, Montana to Contractor subject to the terms and conditions of Item 3- Scope of Services below, and subject to the terms and conditions of this Contract for Services, in an amount not to exceed \$\_\_\_\_\_ for up to seven (7) Backup Power Supplies as described in Item 3 – Scope of Services. Contract price shall be guaranteed for a twenty-four (24) month term beginning on the date of the first signed and dated Backup Power Supply purchase order (see Section 3. Scope of Services, Item c. Purchasing Policy).

3. **Scope of Services:**

- a. **Transmission Site Access Requirement**
- i. The Contractor must have available a 4-wheel drive vehicle or an all-terrain vehicle to reach Emergency Broadcast System equipment located in rural, mountainous locations, and such vehicle must be able to legally tow the Backup Power Supply trailer.
- b. **Terms of Payment**
- i. Payment shall be provided for each Backup Power Supply properly ordered by Jefferson County once it is installed and operational. The Contractor, before the 10<sup>th</sup> of the month following the receipt by Jefferson County’s office of Disaster and Emergency Services of the original signed Certified Installation and Operation Form (See Appendix C), shall submit one (1) original and two (2) duplicate copies of a duly itemized claim, along with a signed copy of the original purchase order for the Backup Power Supply, to the County’s office of Disaster and Emergency Services, PO Box H, Boulder, Montana 59632.
- ii. Any work completed that is not a part of this Contract must be itemized on a separate claim accompanied by an invoice and a purchase order authorizing completion of said work and submitted for payment to the same address as listed in Section 3. Scope of Services, Item b, Number i. of this Contract. See also Section 3. Scope of Services, Item c. Purchasing Policy of this Contract.
- c. **Purchasing Policy**
- i. All Backup Power Supply orders shall require a purchase order signed and dated by the Jefferson County Disaster and Emergency Services Coordinator AND the Jefferson County Sheriff.

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**2017 Backup Power Supply RFP**

**CONTRACT FOR SERVICES**

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- ii. Any purchases required for the Emergency Broadcast System Backup Power Supply beyond the terms of this Contract shall require a purchase order signed and dated by the Jefferson County Disaster and Emergency Services Coordinator AND the Jefferson County Sheriff.
- iii. Any purchases shall follow the purchasing policy of Jefferson County, MT.
- d. Trailer Specifications
  - i. General Specifications
    - a. Each trailer may be custom fabricated or be a modified commercial model. It shall have tail/turn lights and a standard 4-way flat trailer connector (plug). If the trailer is fabricated, it must be properly painted with weather resistant paint in black or grey and have fenders, lights, jacks, and safety chains installed. A Montana Department of Transportation Vehicle Identification Number (VIN) must be attached, and a legal mounting method for a license plate shall be provided. The Backup Power Supply generator and all other components shall be securely fastened to the trailer for security and transportation.
    - b. Platform size: approx. 49-inches wide x 50-inches long, steel frame with weather resistant floor capable of supporting all Backup Power Supply equipment.
    - c. Minimum tire size: 4.80 x 12-inch, 990 lb. load rating at 90 lbs. inflation.
    - d. Minimum trailer GVWR: 2000 lbs. with 5-lug wheels.
    - e. Minimum Load capacity: 1750 lbs.
    - f. Expected load weight: 1350 lbs. (including tank, generator, battery, and fuel).
    - g. Springs: Double eye spring or single axle slipper spring.
    - h. Tongue and hitch length beyond platform: approximately 36-inches (easily removable, see Item 5. Security Specifications below).
    - i. Ball size: 1 7/8-in diameter.
  - ii. Jack Stand Specifications
    - a. Each trailer shall have four (4) adjustable jack stands. The four jack stands shall be pipe-mounted with 2000-lb capacity and will rotate upward 90-degrees to a horizontal position during transportation and secured by a removable pin. The stands will be securely welded to four outside corners of the trailer frame. When in use, the generator system will be leveled and supported solely by the jack stands.
  - iii. Fuel Tank Specifications
    - a. Each trailer shall have an approximately 60-gallon diesel fuel tank measuring about 48-inches long, 16-inches in width, and 18 -inches in height.
    - b. Material: steel or aluminum with welded internal baffles and properly painted (if steel) with weather resistant paint.

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**2017 Backup Power Supply RFP**

**CONTRACT FOR SERVICES**

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- c. Connect protected heavy-duty rubber fuel lines shall be installed between the tank and the generator fuel connectors.
  - iv. Battery Specifications
    - a. A 675 CCA (minimum) sealed lead acid battery shall be installed in a plastic battery box inside the toolbox of the generator. The battery shall have side-mount terminals protected by the plastic box. Battery cables shall be routed out the bottom of the tool box. Crimp-style lugs shall connect the battery side terminals to the generator battery terminals. The positive lead shall be marked with a red band on both ends. Battery shall be able to be recharged by automatic generator operation.
  - v. Security Specifications
    - a. Each trailer tongue shall be easily removable by pins or bolts and the wheels of each trailer shall be easily removable to deter theft of the Backup Power Supply from a remote site. Any tool boxes or easily removable external components shall be lockable, and each trailer itself shall be able to locked in place.
    - b. Parts removed in item (i) above shall be stored in a manner directed by Jefferson County Disaster and Emergency Services.
- e. Operational Specifications
  - i. Each Backup Power Supply shall independently and individually provide the electricity necessary to operate each Emergency Broadcast System site in the event of a loss of primary power at each site.
  - ii. Each Backup Power Supply shall automatically start in the event of a loss of primary power to an Emergency Broadcast System site and automatically stop at the resumption of primary power delivery to that site, subject to a time delay to prevent unwanted or unwarranted rapid starting and stopping.
  - iii. Each Backup Power Supply shall be remotely, electronically monitored (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year by the Control Center of Jefferson County's Emergency Broadcast System. Systems to be monitored shall include, but not be limited to, current operational status, fluid levels, and battery condition. Other system functions which shall be electronically reported to the Control Center are listed in the items below.
  - iv. Each Backup Power Supply shall automatically start and stop to maintain battery charge levels as necessary.
  - v. Each Backup Power Supply shall be able to be remotely started and stopped by Jefferson County's Emergency Broadcast System Control Center for standard testing or maintenance as necessary.
  - vi. Each Backup Power Supply shall automatically shut down in the event of low fluid levels or any other condition which may cause catastrophic generator failure. Shut down occurrences of this nature shall be automatically electronically

**APPENDIX B**  
**2017 Backup Power Supply RFP**

**CONTRACT FOR SERVICES**

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- reported by the Backup Power Supply to Jefferson County's Emergency Broadcast System Control Center.
- vii. Each Backup Power Supply shall automatically isolate itself from the primary power supply during operation to prevent backup power from flowing into the primary power system supply lines. Any failure of this function shall disable the Backup Power Supply's ability to operate and such a condition shall automatically be electronically reported to Jefferson County's Emergency Broadcast System Control Center.
- f. Generator Condition
- i. The Jefferson County owned generators were purchased new but have been in storage for several years and may need refurbishment to become operational. The Contractor shall be responsible for determining the functionality of the generators and refurbishing the generators so they are operational if so directed. Refurbishment cost, if any, shall be determined prior to each Backup Power Supply order. All refurbishments shall be approved according to Section 3. Scope of Services, Item c. Purchasing Policy of this Contract, and any potential refurbishment is also subject to Section 3. Scope of Services, Item i. Cancellation of this Contract.
- g. Design, Construction, Functionality Alteration and/or Changes
- i. Jefferson County reserves the right to adjust or modify the Backup Power Supply design, construction, and functionality in the best interest of the County, subject to the purchasing policy in Section 3. Scope of Services, Item c. Purchasing Policy of this Contract.
- h. Time for Completion
- i. Contractor shall have twelve (12) months to fulfill any Backup Power Supply order based upon this Contract, with the time for completion based upon on the date of the signed purchase order for that Backup Power Supply (see Section 3. Scope of Services, Item c. Purchasing Policy, Letter i). Orders not fulfilled within twelve (12) months and not extended by written approval of the Jefferson County Sheriff may be cancelled at the discretion of the Jefferson County Sheriff and any costs incurred for orders cancelled in violation of this section shall not be reimbursable.
- i. Cancellation
- i. Jefferson County reserves the right to cancel any and/or all Backup Power Supply orders by written notice at any time for any reason. Notice of any such cancellation shall be through a signed and dated notice from the Jefferson County Sheriff delivered to the Contractor. Such cancellation(s) shall not entitle the Contractor to any further compensation beyond any approved costs incurred prior to any such cancellation so long as the reason for the cancellation is not due to a failure to fulfill responsibilities of this Contract on the part of the Contractor. In such case no compensation shall be reimbursed.

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**2017 Backup Power Supply RFP**

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- j. Direction and Authority
  - i. The Contractor will work with the Jefferson County Disaster and Emergency Services Coordinator under the direction and authority of the Jefferson County Sheriff. The Contractor will be required to include the Jefferson County Sheriff in communications and deliberations as directed.
- 4. Indemnification:
  - a. Contractor agrees to defend, indemnify, and hold harmless Jefferson County from any and all claims, demands, or actions, and any damages resulting therefrom, which arise out of or are a result of the performance of this Contract. Provided however, any such claim, demand or action must arise out of the negligence, recklessness, or intentional act of Contractor, its subcontractors, agents, or employees.
- 5. Liability Insurance:
  - a. During the term of this Contract, Contractor agrees to maintain a commercial general liability insurance policy with liability limits of \$500,000.00 (five hundred thousand dollars) per occurrence and 1,000,000.00 (one million dollars) per year aggregate. To the extent Contractor engages subcontractors, all subcontractors shall maintain a commercial general liability insurance policy with liability limits of \$500,000.00 (five hundred thousand dollars) per occurrence and 1,000,000.00 (one million dollars) per year aggregate. Failure of Contractor to comply with this provision shall constitute a material breach of this contract and will result in this Contract being voided.
- 6. Workers Compensation Insurance:
  - a. During the term of this Contract, Contractor and its subcontractors (if any) agree to maintain worker's compensation insurance in accordance with Montana law. Prior to commencing work on the Contract, Contractor and its subcontractors shall provide Jefferson County with proof of worker's compensation coverage. Failure of Contractor to comply with this provision shall constitute a material breach of this contract and will result in this Contract being voided.
- 7. Limits of Contract:
  - a. This Contract constitutes the entire agreement of the Parties. This Contract cannot be modified, renewed, or extended except as provided in Section 3, number 3, items g and h. Further, no statements, promises or inducements made by either Party or by any agent or representative of either Party, not contained in this Contract shall be valid or binding.
- 8. Assignments:
  - a. This Contract or any interest therein cannot be assigned, transferred, or subcontracted without the express written agreement of the Parties to this Contract.
- 9. Modification:
  - a. Any communications (written or spoken) shall not modify, extend, or renew this Contract. Should either Party seek modification of this Contract, that Party shall communicate to the other Party, in writing, regarding the specifics of the modification(s) sought. If the requested modification is agreed to, it shall be reduced to writing, be signed by the authorized representative of each Party, and be appended to this Contract.



**APPENDIX B**  
**2017 Emergency Broadcast System RFP**

**CONTRACT FOR SERVICES**  
**Page 6 of 6**

10. Failure of Enforcement is not a Waiver:

- a. Failure of either Party to enforce any provision of this contract shall not constitute a waiver of such provision. Nor shall such conduct affect the validity of this contract, any part thereof, or the right of either Party to enforce each and every provision of this Contract.

11. Disputes:

- a. This Contract shall be governed by the laws of the State of Montana. In the event of a dispute arising out of the performance or breach of this Contract, venue shall be the Montana Fifth Judicial District Court, Jefferson County.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Contractor Company Name      Contractor Authorized Signature      Contractor Printed Name & Title

\_\_\_\_\_  
Commission Chair Signature, Jefferson County, Montana

\_\_\_\_\_  
Commission Chair Printed Name, Jefferson County, Montana

**APPENDIX C**  
**2017 Backup Power Supply RFP**

**CERTIFIED INSTALLATION AND OPERATION FORM**

THE UNDERSIGNED DULY CERTIFIES THAT THE BACKUP POWER SUPPLY LISTED BELOW IS INSTALLED AND OPERATIONAL IN ACCORDANCE WITH THE FOREGOING REQUEST FOR PROPOSALS.

DATED: \_\_\_\_\_ 2017.

BACKUP POWER SUPPLY PURCHASE ORDER NUMBER: \_\_\_\_\_

BACKUP POWER SUPPLY STATION/LOCATION: \_\_\_\_\_

LOCATION OF BACKUP POWER SUPPLY REMOVABLE PARTS:

\_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
For County Use Only:

RECEIVED BY: \_\_\_\_\_  
(Signature, Printed Name, Title)

DATE: \_\_\_\_\_