



Dispatch Center HVAC
Request for Proposal

July 18, 2016

Harvey County
800 N. Main St., PO Box 687
Newton, KS 67114

Harvey County is currently soliciting written proposals for the replacement of the heating and air conditioning system in the 911 Dispatch Center in the basement of the Harvey County Law Enforcement Center. It is anticipated that an official contract and/or purchase order will be issued after the Board of County Commission approval of the recommended proposal.

Carefully review this Request for Proposal as it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, three (3) copies of the entire document must be completed and returned in a sealed container/envelope, marked on the outside with the firm name and address and "Dispatch Center HVAC", to the Harvey County Administration Office, 800 N. Main St., PO Box 687, Newton, KS 67114 **no later than 4:00 p.m. CDT, Friday, August 12, 2016**. The firm may submit the proposal by personal delivery or by mail, but not by facsimile or email. Telephone confirmation of a timely receipt of the proposal may be made by calling (316) 284-6806 before the deadline. A proposal received by the County after the established deadline will be returned unopened to the firm.

Proposals will be opened and read into the record at the Harvey County Board of County Commissioners Meeting on Monday, August 15, 2016 at or around 10:00 a.m. After review by staff and Commissioners, a final decision will be made by the Harvey County Board of County Commissioners by no later than August 29, 2016.

All questions regarding this document or the bidding process should be submitted in writing to Anthony Swartzendruber, Assistant County Administrator/Director of Finance, at aswartzendruber@harveycounty.com, **no later than 5:00 p.m. CDT, Wednesday, August 3, 2016**. Any questions of a substantive nature will be answered in written form as an addendum and posted on the Harvey County website under the Bids tab. **Firms are responsible for checking the web site and acknowledging any addendums in their response.**

Proposed pricing for services may be disclosed at a public meeting to receive and file response of this and other solicitations. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer must understand that portions (potentially all) of their proposal (including all final contracts) will become public record after its acceptance by the Board of County Commissioners.

This Request for Proposal (RFP) is an invitation by Harvey County for firms to submit an offer which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with Harvey County. Harvey County reserves the right to reject any or all proposals and the County further declares that it will incur no financial obligations for any costs incurred by any company in preparing their proposal.

1. About this Document

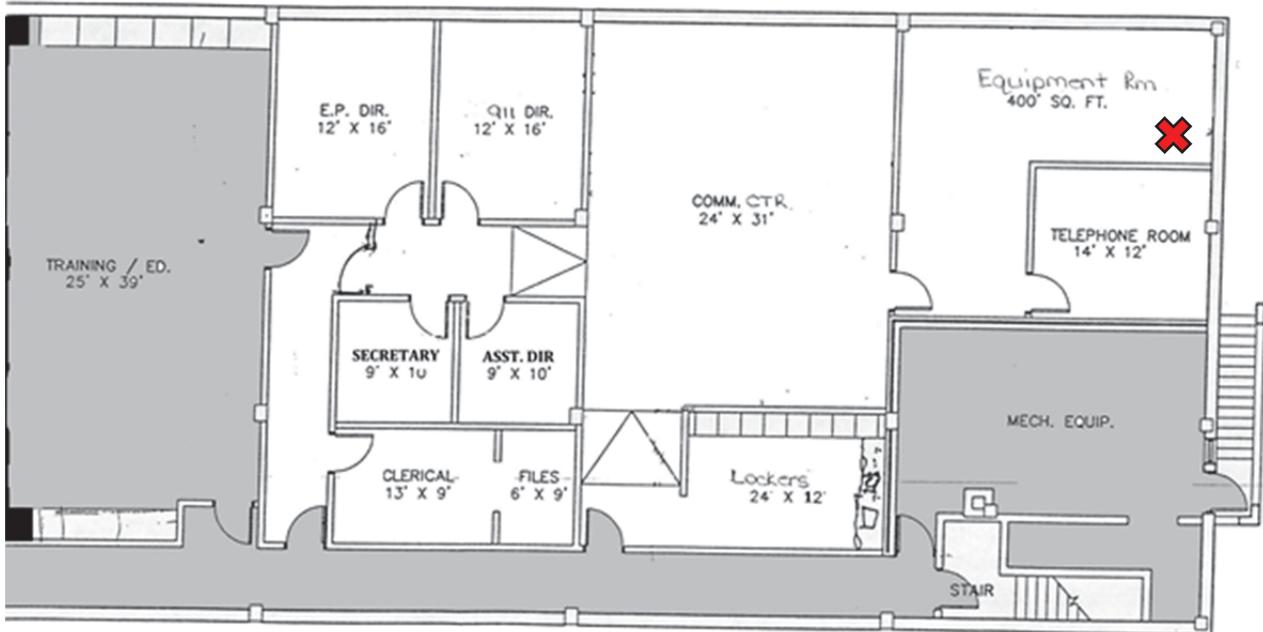
This document is a Request for Proposal (RFP). Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a preproposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Harvey County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels and budget constraints.**

2. Scope of Work

The purpose of this RFP is to replace the heating and air conditioning system in the 911 Dispatch Center in the basement of the Harvey County Law Enforcement Center. This system provides cooling for approximately 2200 square feet and an 8 foot ceiling. Heating is not typically necessary due to the amount of computer and other electrical equipment in the center.

Existing Conditions

The area of work includes dispatch, five (5) offices, a break room, and an equipment room as shown below:



The existing 20 year old Liebert Challenger 3000 5-ton unit is located in the Equipment Room and is marked with an X. The condenser is mounted on the roof of the building. The north (top), east, and south walls shown are exterior building walls.

Objective

Provide a proposal for a system including the following:

- The main unit will need to cool all areas, selectively by area if possible, except for the telephone room.
- Due to the concentration of computer and radio equipment and the resultant heat within the telephone room, our radio system vendor has recommended a separate two (2) ton overhead wall cooling unit.
- Condenser units can be located on the ground level east of the building, or on the roof.
- Removal and disposal of the existing unit.
- Vendor shall provide a means to cool the Dispatch Center and offices during the replacement of the system. Typically, temperatures will exceed 90 degrees within an hour of loss of the air conditioning. Every effort shall be taken to keep the temperatures comfortable for dispatchers during the replacement.
- Main unit and telephone room unit may be installed at separate times to accommodate above requirement.
- Proposal should include warranty and maintenance options.
- Any electrical work should be included in the proposal. The County can provide the name of our electrical contractor if desired.

3. Site Visit

Vendors planning to submit a proposal are encouraged to view the site. As site visit can be scheduled by calling Don Gruver, Harvey County Communications Director, at 316-284-6850.

4. Bond Information

A Performance Bond equal to the proposal figure may be required. The successful proposer shall well and truly perform all the covenants, conditions, and obligations of the "contract" documents on the park of the contract to be performed.

5. Insurance Requirements

The Vendor, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Kansas. Misrepresentation of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

A. Worker's Compensation Insurance: The Firm shall procure and maintain for the life of this Agreement, worker's compensation insurance covering all employees with limits meeting all applicable state laws. This coverage shall include employer's liability insurance. The policy must contain a waiver of subrogation in favor of Harvey County, executed by the insurance company. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.

B. Commercial General Liability: The Firm shall procure and maintain, for the life of the contract, Commercial General Liability (CGL) Insurance. The CGL, or its equivalent, will have limits not less than \$1 million per occurrence. Coverage shall include premises and operations; independent Firms' products and completed operations and contractual liability with specific reference to the insurance provisions of the contract. The policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of the contract. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be endorsed to state that it is primary and shall not contribute with any insurance or self-insurance maintained by Harvey County. Such insurance shall also be endorsed to designate Harvey County, its elected and appointed officials, employees, and volunteers as additional insureds. A copy of this endorsement shall be provided to the County prior to commencement of work. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.

C. Business Automobile Liability: The Firm shall procure and maintain, for the life of the contract, business automobile liability insurance. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be an "any auto" type policy. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.

D. Professional Liability: Unless the Firm meets the self-insurance requirements described herein, the Firm shall procure and maintain professional liability insurance for the life of the contract, plus two (2) years after completion. This insurance shall provide coverage for liability resulting from the contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$25,000. The deductible will be the responsibility of the insured. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested. If the Firm self-insures, the Firm shall maintain an annual net worth of not less than \$10,000,000 at all times during the life of the contract and shall provide the County with a copy of Firm's most recent audited financials prior to executing the contract and provide the County with a copy of the Firm's audited financials for each year the contract is in effect.

In the event that subcontractors used by the Firm do not have insurance, or do not meet the insurance limits, Firm shall indemnify and hold harmless the County for any claims in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

Firm shall not commence work under the contract until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

6. Indemnification

Firm shall, in addition to any obligation to indemnify Harvey County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Harvey County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses) and costs arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Firm in the performance of the work; or (c) liens, claims or actions made by the Firm or any subcontractor under workers compensation acts' disability benefit acts, other employee benefit acts or any statutory bar.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Firm or any subcontractor under worker's compensation acts' disability benefit acts, other employee benefit acts and any statutory bar. All expenses, including attorney's fees, incurred by Harvey County in enforcing this provision shall be borne by the Firm.

7. Contract Period and Payment Terms

The contract period with the successful firm will begin following Board of County Commission approval of the recommended proposal. The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notice as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

8. Selection Criteria

Vendors may propose methodologies which meet the "spirit" of the listed requirements, but should note that the proposed service/product which meets all, or most closely meets, the requirements/objectives will be recommended for award within the listed selection criteria.

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability of proposer to provide services/products in response to this document, along with reference checks. The criteria upon which proposals will be evaluated include, but are not limited to, the following:

1. Meeting all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Ability to perform the specified and mandatory services as reflected by technical training and education, specialized experience in providing required services, and the qualifications and experience of persons who would be assigned to perform the services as assessed by response to this document.
4. Proposing the services/products described herein with the most advantageous and prudent methodology to the County and the best business practice of Harvey County Communications.

5. Referenceable performance of services, which will verify service levels and capability of the respondent to provide a thorough solution.

6. Price and timeline for completing the project.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any county employee prior to the opening of response to the Request for Proposal. Harvey County reserves the right to select, and subsequently recommend for award, the proposed services/products which best meets its required needs, quality levels, and budget constraints.

Vendors will NOT be compensated for any part of the proposal submittal process

9. Questions and Contact Information

Technical questions only, submitted in writing may be addressed to:
Don Gruver, Harvey County Communications Director
800 N Main St., PO Box 687
Newton, KS 67114
Phone: (316)284-6850 Email: dgruver@haveycounty.com

Questions regarding the purchasing process may be addressed to:
Anthony Swartzendruber, Assistant Administrator/Director of Finance
800 N. Main St., PO Box 687
Newton, KS 67114
Phone: (316)284-6806 Email: finance@harveycounty.com

10. Tentative Timeline

The following dates are provided for informational purposes and are subject to change without notice.

Distribution of Request for Proposal to interested partiesJuly 18, 2016
Clarification and Questions due in writing by 5:00 p.m.CDT.....August 3, 2016
Sealed proposals due before 4:00 p.m. CDT.August 12, 2016
Proposals Opened and Read into RecordAugust 15, 2016
Proposal Review.....August 15-22, 2016
Latest Consideration by Board of County Commissioners.....August 29, 2016

11. General Requirements

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. The successful vendor will:

- Provide the most economical solution to completely satisfy the objectives in Section 2.
- Possess the resources, equipment, and personnel necessary to provide an efficient and successful service.
- Have a minimum of two (2) years experience in HVAC replacements.
- Be responsible for all federal and state licensing, certification requirements, and any required permits, as applicable.

12. Mandatory Requirements

The County desires the best service available. The following requirements of the bid are provided to assist vendors in understanding the objectives of the County and submitting a thorough response. Bids received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies/alternatives which meet the "spirit" of the listed requirements, but should note that the

proposed methodology/alternative which meets all, or most closely meets the requirements will be recommended for award within the listed selection criteria. The successful vendor will:

- Provide a project plan for the implementation of the project.
- Include a detailed timetable indicating the length of time required to complete the project.
- Provide a single point of contact for the duration of the project to work with Harvey County Communications staff throughout the process to insure a successful project and to tailor the system to Harvey County's needs.

13. Harvey County's Responsibility

The County will provide adequate ingress and egress, including reasonable use of existing corridors, passageways, and driveways.

The County will designate representatives with respect to the services to be performed under the contract. Such person(s) shall have the authority to transmit instructions, receive information, interpret and define local policy and decisions pertaining to the services being provided.

14. Request for Proposal Conditions

By submitting a response to this Request for Proposal, vendors hereby understand the following:

- Harvey County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Harvey County.
- All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
- Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Harvey County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
- The Bidder agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- Harvey County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Harvey County and/or its representatives. Further, Harvey County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual

agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.

- Harvey County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.

BID RESPONSE FORM
16-010
Dispatch Center HVAC

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____

E-MAIL _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Your response must include all pages of this document.

Cost to Harvey County: _____

Timeline for Completion: _____