

KINGMAN COUNTY, KANSAS

Request for Proposals To Provide

A Replacement Heating and Cooling Unit at the Kingman County Weed Department (Request No. 2017-100217)

Issued: October 02, 2017

Closing Date: Friday, October 27, 2017 12:00 p.m., Local Time
Open Bids October 30, 2017 10:00 a.m., Local Time

Vendors should submit one original and five (5) copies of Vendor's Proposal in sealed envelopes or packages. The outside of the envelopes or packages must be labeled with the Vendor's name and address and clearly marked "Weed Department HVAC Proposal, Attention: Kingman County Commissioners." Proposals must be received on or before the Closing Time on the Closing Date in the offices of the County at the following address:

Kingman County Courthouse
130 N. Spruce Street
Kingman, KS 67068

For information contact:
John Wimer
Telephone: (620) 532-5187
Email: jwimer@kingmancoks.org

Kingman County
REQUEST FOR PROPOSALS
No. 2017-100217

The Board of County Commissioners (the “Board”) of Kingman County, Reno County, Kansas (the “County”) is seeking sealed proposals for the goods and services described in Appendix A to this Request that are expected to be required by the County during the term of the Services Agreement as described in this Request for Proposals.

Information may be obtained from **John Wimer, Director, Kingman County Weed Department, 900 E. Avenue A, Kingman, KS 67068, (620) 532-4255**. Proposals should be sealed and marked “Weed Department HVAC Proposal”, and be delivered to the County offices prior to the Closing Time on the Closing Date specified on the Cover Page of this Request. Proposals submitted will be publicly opened at 10 a.m. on October 30, 2017. Proposals received subsequent to the Closing Time on the Closing Date will not be considered. The County reserves the right to reject any or all Proposals.

Please note that Proposals will not be returned and once submitted are the property of Kingman County.

Definitions

The term “Proposal” used herein refers to a proposal submitted by a prospective Vendor in response to this Request for Proposals. The term “Vendor” refers to a party that proposes to provide goods or services to the County as set forth in a Vendor’s Proposal. The term “County” refers to Kingman County, Kansas, a political subdivision of the State of Kansas. The term “Board” refers to the County’s Board of County Commissioners.

Proposal Instructions

Proposals must be submitted on 8½” by 11” paper, with all pages numbered inclusive of tables, appendices and other included materials and contain a complete description of all goods or services a Vendor proposes to provide in response to this Request for Proposals and **all copies must be signed** by an authorized officer of the Vendor or other person legally authorized to execute agreements on the Vendor’s behalf. Failure to manually sign the Proposal or any related certificate or document required by this Request for Proposals may result in the County’s rejection of the Proposal.

Vendors are advised to examine thoroughly the specifications, schedules, instructions and all other materials included as part of this Request for Proposals and to conduct such investigations and make such

inquiries as Vendor considers necessary to respond to this Request for Proposals and to be familiar with matters which may affect the terms of the Vendor's Proposal.

The Vendor shall provide the required number of copies of the Proposal as specified in the Request for Proposals. On each copy the authorized officer or representative of the Vendor must print or type their name and manually sign the Proposal.

The Proposal must be organized in the sequence and format requested. Vendors should provide carefully considered responses to the matters described herein. Proposals will be evaluated with regard to the adequacy, accuracy and completeness of the response to this Request for Proposals. The terms of the Proposal accepted by the Board will be incorporated by reference in the successful Vendor's contract.

All contracts and agreements incident to this Request for Proposals are subject to the approval of Martindell Swearer Shaffer Ridenour LLP, Hutchinson, Kansas, counsel for the County, and shall be governed and construed in accordance with Kansas law, without regard to the conflicts of laws principles thereof.

Submission of Proposals

Sealed Proposals must be submitted in response to this Request on or before the Closing Date and Time and at the address set forth on the cover page of this Request for Proposals. Proposals submitted by fax will not be accepted.

The original and all copies of the Proposal must be signed by an officer, partner, member or other individual authorized to execute the bid on behalf of the Vendor.

Proposals may be withdrawn prior to, but not after, 12:00 p.m. on the Closing Date. Proposals received after the Closing Time on the Closing Date will be returned to the Vendor unopened and will not be considered.

Proposals submitted must remain valid and open for acceptance by the County's Board for a minimum of 60 days after the Closing Date.

Retention of Proposal Documentation

All materials and supporting documentation submitted in response to this Request for Proposals shall become permanent property of the County.

Competitive Proposals; Negotiation of Terms

Proposals will be opened and reviewed in a manner to avoid disclosure of a Vendor's Proposal to competing vendors, and the provisions thereof will be kept confidential during review by the County's administrative personnel. However, all Proposals shall be open for public inspection after the Board accepts a Proposal submitted pursuant to this Request for Proposals. Any materials constituting trade secrets or otherwise

confidential information included with Vendor's Proposal shall be clearly marked "CONFIDENTIAL" and shall be submitted in a manner permitting it to be redacted or otherwise protected from disclosure consistent with the provisions of the Kansas Open Records Act.

Negotiations may be conducted by the County with responsible Vendors that submit Proposals which are determined by the Board to be reasonably susceptible of being selected for award. All vendors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of Proposals. Revisions to Proposals may be permitted after submission and before award for the purpose of obtaining best and final Proposals as determined by the Board.

- (a) Any oral negotiations must be confirmed in writing prior to award.
- (b) Award of a contract for the goods or services requested may be made by the Board without negotiation of proposals with any Vendor.
- (c) Additional cost or pricing data may be required to be submitted during the process of any negotiations that may be conducted after receipt of Proposals and prior to award of a contract.
- (d) The Board reserves the right to contact any Vendor at any time subsequent to the Closing Date but prior to award of a contract pursuant to this Request for Proposals in order to clarify, verify or to request additional information regarding the contents of any Vendor's Proposal.

Prohibited Contractual Provisions

Provisions described below are not acceptable and Proposals conditioned upon such provisions will be considered non-conforming and will not be considered by the Board:

- (a) Multi-year contract term provisions which do not include an annual right of termination in accordance with the Kansas cash basis law.
- (b) Provisions which would obligate the County to indemnify other parties;
- (c) Provisions which would obligate the County to submit disputes to binding arbitration;

- (d) Provisions which would obligate the County to pay another party's legal fees and expenses;
- (e) Provisions under which the laws of a state other than Kansas would govern the construction, interpretation or enforcement of any agreement incident to this Request for Proposals; and
- (f) Provisions which would impose a choice of forum other than the Kansas County Court in Kingman County for resolution of disputes.

Severability

In the event any one or more of the provisions contained herein shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or of the contract awarded in connection with this Request for Proposals and this Request for Proposals or the contract shall be construed as if such invalid, illegal or unenforceable provision were not contained herein or therein.

Appendices

The Appendices to this Request for Proposals, and the information contained therein, are integral and essential parts of this Request and should be read and considered in conjunction with the other information, requirements and specifications set forth herein.

Acceptance of Offer

The County will accept a Proposal submitted by a responsive and responsible Vendor which, in the Board's sole judgment and discretion, will best provide the County the goods and services described in this Request for Proposals. The Board's decision will be based on its assessment and evaluation of the Proposals submitted in accordance with this Request taking into consideration such Vendor's business reputation, references, the quality of the goods and services described in the Proposal and other factors described herein and, unless otherwise stated in this Request, may not be based solely and only on the lowest price offered for the requested goods or services.

The costs to the County described in the Proposal, the financial responsibility of the Vendor and the Vendor's ability to perform its obligations as described in this Request for Proposals and the Vendor's Proposal are primary concerns to be considered by the Board in awarding a contract.

Upon acceptance by the Board, the terms and provisions of the successful Vendor's Proposal shall be deemed an agreement in principle and in accordance with the provisions of this Request for Proposals

pending execution by the parties of a definitive agreement setting forth the terms under which the goods or services shall be provided by the successful Vendor.

The Board reserves the right to accept any item or group of items offered, unless a Vendor's Proposal is qualified by specific limitations.

The Board reserves the right to reject any and all Proposals submitted in response to this Request, the right to waive minor informalities or irregularities in any such Proposal and the right to negotiate separately with any Vendor with respect to any manner necessary to serve the best interests of the County as determined by the Board in its sole discretion. The Board will not pay for any information solicited or obtained through any response.

CERTIFICATIONS

Certifications and Agreements. By submitting a Proposal in response to this Request for Proposals:

Vendor certifies that Vendor is a corporation, limited liability company, partnership or other business entity qualified and authorized to do business in the State of Kansas, that Vendor has not applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of the Vendor or of all or any substantial part of its property, has not commenced a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect), or filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

Vendor further certifies that it does not owe any delinquent taxes with respect to any property, real or personal, owned or leased by Vendor within the State of Kansas.

Vendor warrants that all applicable patents, copyrights, trademarks, trade names, service marks, licenses or other agreements material to Vendor's Proposal are valid, enforceable and that Vendor is in full compliance with the terms and provisions thereof which are binding on the Vendor and Vendor agrees to indemnify and hold the County whole and harmless from and against any claim, cause of action, loss or liability of any kind or character arising out of or in connection with Vendor's use of any intellectual property, license or other agreement, including the County's reasonable attorney's fees.

The terms and provisions of Vendor's Proposal shall be subject to acceptance by the Board for a period of sixty (60) days from and after the Closing Date, or for such other period as may be specified in Vendor's Proposal, whichever is longer.

Certification Statement:

Each Proposal submitted in response to this Request shall be accompanied by the following certificate, without modification, signed on behalf of the Vendor by its Authorized Representative and dated on or before the Closing Date:

CERTIFICATION STATEMENT

I, the undersigned, hereby certify that I am authorized to execute this Certification Statement for and on behalf of the Vendor identified below, that I have read and understand the terms and provisions of the Request for Proposals to which Vendor's Proposal is responsive, that Vendor's Proposal submitted in response to such Request for Proposals constitutes a firm proposal and commitment by Vendor to provide the goods and services described in said Proposal for the prices and costs set forth therein and available for acceptance by the Board of County Commissioners of Kingman County, Kansas.

I certify that Vendor is qualified to submit this Proposal and that this Proposal complies in all respects with the specifications, terms, provisions and requirements set forth in said Request for Proposals and that such Proposal may be accepted in reliance upon this Certification, without reservation or qualification except as specifically set forth herein.

Legal Name of Vendor: _____

Authorized Representative's Signature: _____

Typed Name: _____

Representative's Title: _____

Representative's Email Address: _____

Date: _____, 2017

APPENDIX A

DESCRIPTION OF GOODS AND SERVICES SUBJECT TO THIS REQUEST FOR PROPOSALS NUMBER 2017-100217

This Request for Proposals is intended to provide interested Vendors with sufficient information to enable them to prepare and submit proposals for consideration by the Board of County Commissioners for the replacement and installation of the heating and cooling unit located at the Kingman County Weed Department, 900 Avenue A East, Kingman, Kansas. It is the sole responsibility of the selected vendor to acquire and provide all necessary equipment needed to provide such services.

Scope of Work

This request seeks proposals to provide for the replacement and installation of the heating and cooling unit located at the Kingman County Weed Department, 900 Avenue A East as follows:

1. Present furnace is a 70,000 BTU Unit.
2. Replacement furnace needs to match current furnace output at 92 % efficiency.
3. New A.C. unit should have an SERR rating of 16.
4. Any replacement parts and fittings should be included in bid.
5. A fresh air hooded vent with automated damper included in bid.
6. The size of area is 25 feet x 25 feet x 8 feet high.
7. The area consists of two office areas, one storage closet and two restrooms.
8. Taping joints of vent work.

The above requirements are for an indoor furnace.

The old units are located at 900 Avenue A East, Kingman, KS. 67068.

Contact the Kingman County Weed Department by phone (620) 532-5187 or stop by our office on Monday or Wednesday from 11:00 a.m. to 4:00 p.m. By calling we will meet at your convenience.

All bids need to be mailed or hand delivered to:

Kingman County Clerk

130 N. Spruce

Kingman, KS 67068

Bids need to be in by 12:00 p.m. October 27, 2017.

Bids will be opened at 10:00 a.m. Oct. 30, 2017.

Vendor is responsible for being familiar with the Weed Department facilities. Appointments may be scheduled for an inspection of such facilities by contacting John Wimer, Weed Department Director, by telephone, 620-532-4255, during normal business hours.

Vendor shall perform services as required during the calendar year of the contract during regular working hours on normal business workdays, unless otherwise specified.

The County's contact for the described goods and services shall be the County Clerk of Kingman County or the County Clerk's designee.

Special Terms and Conditions of the Scope of Work

The contract between the County and the Vendor may be terminated by the County if the Vendor does not, in the sole judgment of the Board, satisfactorily perform the services as described in this Request for Proposals. Any notice of termination shall be in writing and be delivered to Vendor at the address set forth in Vendor's proposal.

The contract also may be terminated by either party for any reason upon not less than 60 days written notice to the other party.

All persons employed or furnished by the Vendor to perform work specified under this contract shall be deemed to be employees of the Vendor for all purposes.

All of the services described in this Request for Proposals shall be performed within thirty (30) days of the acceptance of the bid by the County. Failure to provide or furnish any such service in a timely manner shall be grounds for termination of Vendor's contract.

General Terms and Conditions of the Scope of Work:

The County reserves the right to accept or reject any or all proposals or any part thereof. Any proposal that is incomplete, conditional or which contains prohibited terms or additional terms or irregularities of any kind, may be a basis for rejection of Vendor's proposal. Proposals must be properly submitted in accordance with the Request for Proposals.

Payment for services provided in accordance with the contract will be made within 31 days of completion of said services and receipt of invoices except to the extent of any dispute between the County and Vendor, and in such event, within 31 days after resolution of such dispute. The County shall not be obligated to make any payments to the Vendor by the except such payments as may lawfully be made from funds budgeted and appropriated for such purpose during the County's current budget year or from funds made available from any lawfully operated revenue producing source in accordance with the Kansas cash basis and budget laws.

The services described herein shall be considered as the minimum services to be provided by Vendor. Proposed services exceed those described herein may be accepted in the discretion of the Board.

The County reserves the right to waive minor deviations from the specifications and to select the proposal that the Board, in its sole judgment, determines to best serve the County's needs.

Kansas law requires that every contract for and on behalf of the County for the construction, alteration or repair of any public building or public works for the acquisition of materials, equipment, supplies of services shall contain provisions mandated by K.S.A. 44-1030, as amended and that all contractors shall comply with the provisions of the Kansas Act Against Discrimination. This Request for Proposals is subject to all applicable provisions of Kansas laws which are deemed to be incorporated herein by reference.

By submitting a proposal in response to this Request for Proposals, Vendor agrees that Vendor will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bonafide occupational qualification. The Vendor/vendor will take affirmative action to insure applicants are employed, and that employees are treated during employment without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap.

Whenever the County awards contracts for the purchase of goods or services, and the best or lowest priced proposal is submitted by a Vendor domiciled outside of Kingman County, a vendor domiciled within Kingman County may be deemed the preferred Vendor and awarded a proposed contract if:

(a) The quality, suitability, and usability of the goods or services are equal and fully comply with the minimum requirements of this Request for Proposals and the Vendor has the capability to provide the requested goods or services; and

(b) The costs of the proposal submitted by a Vendor domiciled within Kingman County is not more than 5% greater than lowest cost proposal submitted by a Vendor domiciled outside Kingman County; and

(c) The proposal does not pertain to new construction or involve State of Kansas or federal funding; and

(d) The Vendor domiciled within Kingman County is willing to match the lowest cost proposal submitted by a Vendor domiciled outside Kingman County within 24 hours of official notification unless circumstances warrant additional time as determined by Board.

The successful Vendor shall agree to procure and maintain during the term of the service contract Comprehensive general liability insurance which shall include premises-operations (including explosion, collapse and underground coverage), independent contractor, completed operations, and blanket contractual liability on all written contracts including broad form property damage coverage. Such insurance policy shall protect the Vendor and agent, employee or subcontractor of Vendor against claims for damages for bodily injury and property damages which may arise from Vendor's performance under the provisions of such services agreement Such insurance shall provide coverage with limits of liability at least equal to:

Comprehensive General Liability: \$500,000 Each Occurrence \$1,000,000 Aggregate;

Property Damage \$ 50,000 Each Occurrence, 500,000 Aggregate

Such policy of insurance shall name Kingman County as an additional insured as its interests may appear and a certificate evidencing such insurance shall be delivered to the County Clerk with in thirty (30) days after the award of the services contract or before commencing performance the work, whichever shall first occur.

THE COUNTY RESERVES THE RIGHT TO REJECT PART OR ALL OF ANY BID AND TO WAIVE FORMALITIES. ALL BIDS ARE SUBJECT TO THE COUNTY'S PURCHASING POLICIES. ALL VENDORS DOING BUSINESS WITH THE COUNTY SHALL ABIDE BY ALL LOCAL, STATE AND FEDERAL LAWS.

**BID FORM TO BE SUBMITTED
IN RESPONSE TO
REQUEST FOR PROPOSALS
NUMBER 2016-100217**

KINGMAN COUNTY, KANSAS

**BID FORM
IN RESPONSE TO
REQUEST FOR PROPOSALS
NUMBER 2016-100217**

For all labor, materials, insurance and bond premiums and all related costs necessary for completion of the Scope of Work set forth in the referenced Amended Request for Proposal No 2017-100217 the Vendor identified below proposes to provide the requested components and parts for Option One and Option Two as set forth below:

Legal Name of Vendor _____

Address and Phone Number of Vendor _____

Bid: \$ _____

Having carefully examined the referenced Request for Proposals, the undersigned authorized representative of the Contractor identified above proposes to furnish all labor, materials, insurance and bond premiums and all related costs necessary for completion of the Scope of Work set forth therein.

Respectfully submitted

By: _____
Vendor's Authorized representative

Title: _____