



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***  
**PURCHASING DEPARTMENT**

525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316 383-7055

Request for Proposal  
**ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING SERVICES**  
#12-0133

December 10, 2012

Sedgwick County is seeking two (2) firms to provide on-call heating, ventilation, and air conditioning (HVAC) services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

Sincerely,

---

Angee Sisco  
Senior Purchasing Agent

## **Table of Contents**

- A. Purpose and Objectives**
- B. Submittals**
- C. Questions and Clarifications**
- D. About this Document**
- E. Background**
- F. Requirements and Scope of Work**
- G. Sedgwick County's Responsibilities**
- H. Tentative Timeline**
- I. Selection Criteria**
- J. Questionnaire**
- K. Proposal Content and Format**
- L. Proposal Terms**
  - I. Minimum Firm Qualifications/General Requirements**
  - II. Contract Period and Payment Terms**
  - III. Insurance Requirements**
  - IV. Indemnification**
  - V. Confidential Matters and Data Ownership**
  - VI. Proposal Conditions**
  - VII. General Contract Provisions**
- M. Final Considerations**
- N. Response Form**

### **A. Purpose and Objectives**

Sedgwick County, Kansas (hereinafter referred to as "Sedgwick County" or "County"), is seeking contract pricing for On-Call Heating, Ventilation and Air Conditioning (HVAC) Services for approximately 60 various buildings/facilities within Sedgwick County.

The County has identified the following objectives for On-Call Heating, Ventilation and Air Conditioning (HVAC) Services described herein:

- Acquire On-Call Heating, Ventilation and Air Conditioning (HVAC) Services meeting the parameters, conditions and mandatory requirements presented in this document.
- Establish contract pricing with two (2) vendors which have the best proven "track-record" in performance, service and customer satisfaction.
- Acquire On-Call Heating, Ventilation and Air Conditioning (HVAC) Services with the most advantageous overall cost to the County.

### **B. Submittals**

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original and one (1) copy of the entire document with any supplementary materials to:

Angee Sisco  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. Tuesday, January 8, 2013. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at proposal opening which will occur at 2:00 p.m. on the due date. No information other than the respondent's name will be disclosed at proposal opening.

### **C. Questions and Clarifications**

Any questions regarding this document must be submitted in writing to Angee Sisco at [asisco@sedgwick.gov](mailto:asisco@sedgwick.gov) and Brandy McCune at [bmccune@sedgwick.gov](mailto:bmccune@sedgwick.gov) by 3:00 p.m. December 17, 2012. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <http://sedgwickcounty.org/finance/purchasing.asp>, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. December 18, 2012. Vendors are responsible for checking the web site and acknowledging any addendums on their response form.

### **D. About this Document**

This document is a Request for Proposal. It differs from a Request for Proposal/Quotation in that the County is seeking a solution, not a proposal/quotation, meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed 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 that 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 pre-proposal conference before proposals are accepted, or meeting with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick 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.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

#### **E. Background Information**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 480,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The County is seeking contract pricing for on call HVAC services for various buildings/facilities within Sedgwick County. On call HVAC services may include but are not limited to preventive maintenance and repair of pneumatic controls systems, electronic control systems, digital control systems, industrial chillers, and commercial size boilers. The successful vendors will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work.

The County desires to select two (2) firms to obtain optimum cost efficiency and accountability. Departments requiring service may contact and request a quote from either or both firms depending on project size, anticipated cost, and/or initial quote received. The scope of services under this contract will not include new construction project unless otherwise requested by County. The County reserves the right to perform work in-house or bid any project. Some equipment may have an existing preventive maintenance contract which will not be included under the scope of this contract.

Sedgwick County owns the following type of equipment:

#### **HEATING**

- Low pressure steam boilers (various manufacturers)
- Low pressure hot water boilers (various manufacturers)
- Domestic hot water boilers (PVI and others)
- Domestic water heaters (various manufacturers)
- Roof-top heating and cooling equipment (various manufacturers)
- Warm air furnaces

#### **AIR CONDITIONING**

- Chillers:
  - Water Cooled
    - Centrifugal
      - Trane
      - York Millenium VFD
  - Scroll
    - Multi-Stack
  - Rotary (screw)
    - Trane
- Air Cooled
  - Trane
  - McQuay
  - Liebert
- DX Equipment / Rooftop equipment:

- Trane
- Liebert DX air handlers
- York

The most recent contract will expire February 3, 2013. In 2012 the County spent approximately \$35,000.00 on this contract. Annual spend is based on a combination of budget available and need. An amount is not pre-determined. The previous bid and vendor information can be found at:

[http://www.sedgwickcounty.org/Purchasing/pdf\\_files/10-0304.pdf](http://www.sedgwickcounty.org/Purchasing/pdf_files/10-0304.pdf)  
[http://www.sedgwickcounty.org/Purchasing/bid\\_tabs/10-0304BT.pdf](http://www.sedgwickcounty.org/Purchasing/bid_tabs/10-0304BT.pdf)

## **F. Requirements and Scope of Work**

Items listed in this section are requirements to completion of services under this contract.

### **Minimum Requirements**

The County desires the most advantageous service(s) and product(s) available. The following specifications outline the minimum requirements for this RFP. Minimum requirements are provided to assist vendors in submitting a thorough response that meets the County's objectives. Proposals received must reflect in detail their inclusion and the degree provided. Vendors should propose methodologies which meet the purpose and meaning of the listed requirements. The vendor recommended for award based on the listed selection criteria will be the vendor with the proposed service(s) and product(s) which meets all, or most closely meets the specifications.

#### • **Vendor**

1. Have certified ability to perform the following HVAC services.
  - a. Inspection & Evaluation
  - b. Preventive Maintenance
  - c. Repair
  - d. Replacement
2. Repair or replace all parts and assemblies of every description compromising the HVAC system.
3. Provide service coverage on-call as needed 24 hours a day 7 days a week.
4. Obtain permits needed to complete project.
5. Arrange for access to work areas if and when necessary.
6. Schedule any shut down of service and /or utilities with County project manager.

#### • **Pricing**

7. Submit a cost plus percent methodology for all Heating, Ventilation and Air Conditioning (HVAC) materials.
8. Provide Labor Rate (labor rate must be all inclusive of payroll costs, fringes, overhead, profit, etc) based on the following:
  - a. Foreman/Journeyman
    - Business Hours, Monday through Friday, 8:00 a.m. – 5:00 p.m.
    - After Hours
  - b. Apprentice
    - Business Hours, Monday through Friday, 8:00 a.m. – 5:00 p.m.
    - After Hours
  - c. Helper / Laborer
    - Business Hours, Monday through Friday, 8:00 a.m. – 5:00 p.m.
    - After Hours
9. Provide Service Call Charge

#### • **Emergency Service**

10. Respond and commence work within (2) two hours or less for emergency repairs. (Emergency repairs are any condition that may be considered unsafe or hazardous or may cause property damage to the building.)

- **Refrigerant**
  11. Provide a detailed refrigerant program that meets all EPA regulations. Refrigerant program should include but is not limited to:
    - a. Amount of refrigerant in each unit.
    - b. Amount of refrigerant recovered, recharged or lost.
    - c. Recovery unit model and serial number.
  12. Provide the County with a copy of the refrigerant report after recovery or usage of refrigerant. This report must be separate from the work order
- **Service Tags**
  13. Have service technician(s) complete a service tag/sticker and attach it to the serviced equipment after completion of work. The service tag/sticker shall be used to document the following information:
    - Date of service
    - Name of technician(s)
    - Description of the service(s) performed.
- **Warranty**
  14. Provide warranty information for replacement part(s) and/or service(s) provided. Warranties become effective on the date of installation.
  15. Provide 30 day warranty on service.
- **Safety**
  16. Provide safety training records on the following:
    - a. Electrical Safety.
    - b. How to Handle Refrigerant and Oil Spills.
    - c. Proper Disposal of Refrigerant Oil, Oil Filter and Driers.
    - d. Use of Self Contained Breathing Apparatus.
    - e. Lock-Out / Tag-Out
  17. Provide each technician with Material Safety Data Sheet(s) (MSDS) on all refrigerants, solvents and oils used in the equipment at Sedgwick County.
  18. Keep on site a spill cleanup kit (refrigerant oil). The kit must include the following:
    - a. Gloves
    - b. Oil Absorbent Pads
    - c. Oil Containment Ring
    - d. Hazardous Disposal Bag
    - e. Plug It
    - f. Self Contained Breathing Apparatus (Re-certified with-in past (2) two years)
  19. Provide the company name that is handling the disposal of refrigerant oil, refrigerant filters, oil filters and drier cores for your company.
  20. Provide any barricades, tarps, plastic, flag tape and other safety /traffic control equipment required to protect its employees, the public and vehicles.
  21. Maintain a safe work environment and upon completion of installation, return the workspace or area to its original state as approved by the County.
  22. Leave the work area clean and free of materials, tools, equipment and debris.
  23. Remove and dispose of all defective materials in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes and industry standards.
  24. Cover the furnishings and floor area prior to commencing work on equipment located above the ceiling line.

### **Scope of Work**

The successful proposer will be required to provide any or all of the following types of service, repairs, troubleshooting, and preventative maintenance\*:

- Cleaning condensers (air and water)
- Eddy-current testing of chiller tubes
- Testing of chiller compressors, including conditions of motor windings

- Disassembly, inspection and re-assembly of large chillers or similar equipment
- Meg-ohm or Hi-pot testing where appropriate
- Vibration analysis
- Purge unit / refrigerant recovery equipment
- Oil and/or refrigerant testing and replacement
- Filter changing and replacement
- Refrigerant leak repairs
- Compressor troubleshooting or replacement
- Controls troubleshooting and repair
- Check all electrical components and connections
- Starter maintenance shall include the following:
  - Check the condition of contactors for pitting and wear
  - Tighten all electrical connections
  - Dry run starter and check operating sequence of timers and contactors to insure that there is no single phasing, contactor dragging or timer sequencing problems
- Check condition of transition resistors
- Report condition of starters to proper personnel
- Pump repairs
- Air handler service and repair
- Cooling tower service and repair
- Replacing any equipment
- Routine annual service – cleaning, inspecting heat exchangers or vessels; and venting, testing safety devices, adjusting burners and flames for maximum combustion efficiency.
- Major repairs such as replacement of boiler tubes, combustion blower service / repair, burner assembly service and repair; or possibly boiler replacement, etc.

## **SCHEDULED PREVENTIVE MAINTENANCE**

### **Spring**

1. Clean condenser coils and evaporator coils with appropriate cleaning agents.
2. Treat condensate pans with algaecide (tablets)
3. Change filters
4. Grease/oil motors and bearings
5. Check refrigerant charge - charge if necessary
6. Voltage and current draws
7. Check controls, wiring, contactors, relays etc.

### **Fall**

1. Check heat exchangers for cracks or discrepancies (use technical methods other than visual)
2. Change filters
3. Check controls, wiring, contactors, relays etc.
4. Voltage and current draws
5. Remove and clean burners

\*Much of the equipment is microprocessor based and may require the use of a lap top computer with factory-based software and hardware. Any system modification will be done by the equipment manufacturer or contracted preventive maintenance vendor.

## **G. Sedgwick County's Responsibilities:**

- Provide timely payment of undisputed invoices in ACH form.
- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.

- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

#### **H. Tentative Time Line**

The following dates are provided for information purposes and are subject to change without notice. Contact Angee Sisco, Purchasing Department at (316) 660-7267 to confirm any/all dates.

Distribution of Request for Proposal to interested parties	<b>December 10, 2012</b>
Clarification, Information and Questions submitted in writing by 3:00 p.m.	<b>December 17, 2012</b>
Addendum Issued in writing by 5:00 p.m.	<b>December 18, 2012</b>
Sealed Proposal due before 1:45 p.m.	<b>January 8, 2013</b>
Evaluation Period	<b>January 9-16, 2013</b>
Board of Bids and Contracts Recommendation	<b>January 17, 2013</b>
Board of County Commission Award	<b>January 23, 2013</b>

#### **I. Selection Criteria**

The selection process will be based on the responses to this solicitation document. Proposals will be screened by a review committee. This committee may select a limited number of prospective vendors to short-list for interview.

The County will judge each response on the following criteria (listed in no particular order):

- Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.
- Ability to meet or exceed all requirements and scope of work.
- Proven ability to provide high quality service.
- Qualifications and expertise.
- The most advantageous and prudent methodology and costs as determined by the County.

Any final negotiations for services and terms and conditions will be based, in part, on the Vendor's method of providing the service and the fee schedule achieved through discussions and agreement with the County's review committee. The County is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The County also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

#### **J. Questionnaire**

In your response document, respond to all questions and requests listed below. Please precede your answer with a copy of the question. A copy of the questionnaire will be provided in WORD format for ease of completion. Please note that in the case of a discrepancy this document will prevail.

1. Provide a brief description of firm, include years in service, number of employees, types of services provided, etc.
2. Provide contact name, title, qualification, phone number and email address of lead professional personnel assigned to the County account.
3. Provide four (4) references verifying exemplary service. These references MUST have received service(s) and/or product(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service for each reference, and a brief description services provided.
4. Provide verification that all employees selected to perform work on County property fully qualified and certified in EPA regulations and HVAC services. Proof of certification(s) and factory training(s) must be submitted with vendor response form.
5. Provide insurance certificate.
6. Provide any proof of certifications, licenses and factory trainings as applicable to the work described herein.
7. Provide a sample report of the proposed refrigerant program.
8. Provide the company name that is handling the disposal of refrigerant oil, refrigerant filters, oil filters and drier



- cores for your company. Include state certification.
9. Provide a description of equipment owned including any diagnostic computer equipment for various manufacturers.
  10. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
  11. Submit a summary of all citations or penalties related to EPA / refrigerant handling.
  12. Provide detailed information regarding any anticipated exception to any requirement, scope of work, term or condition within solicitation.

### **K. Proposal Content and Format**

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

1. Completed Questionnaire and requested supporting documents within.
2. A signed, completed Proposal Response Form.

### **L. Proposal Terms**

#### *I. Minimum Firm Qualifications/General Requirements*

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. **Any exceptions to the requirements listed should be clearly detailed in proposer's response.**

Proposers shall:

1. Have proper certification(s) or license(s) for the services specified in this document including Liebert Factory service and installation authorization.
2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Have a minimum of three (3) years experience in providing services similar to those specified in this Request for Proposal.
5. Provide appropriate project supervision and quality control procedures.
6. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting this requirement will be the sole responsibility of the vendor.*
7. Keep legible and detailed documentation on all work performed under this RFP. Detailed documentation includes but is not limited to the following:
  - Requesting Department and/or Division Name
  - Building Name
  - Building Address
  - Date of Service
  - Time In / Time Out
  - Specific Area and Equipment Serviced
  - Diagnosis of Problem
  - Service(s) Performed
  - Number of Service Hours
  - Hourly Rate for Service(s) Performed
  - Material(s) Used
  - Cost of Materials and/or Equipment
  - Technician Name(s)
  - Job Title of Technician
  - Building Representative Signature
8. Provide project supervision and quality control procedures.

9. Wear company uniform or ID badge for identification purposes.

*II. Contract Period and Payment Terms*

The contract period with the successful proposer shall begin immediately following formal approval of the Board of County Commissioners, anticipated to be January 2013, and continue for a period of one (1) year. The County may, at its own option, offer to extend the contract for two (2) one-year periods for the terms and prices proposed or as negotiated. Any change in law that will affect the terms, conditions, or costs subsequent to contract initiation will be negotiated on an as need basis with Sedgwick County maintaining the final right of approval to determine applicability.

Payments for all specified service(s) and/or products to the successful proposer can be made with the following criteria taken into consideration:

- Successful completion of the service(s) or product(s) requested;
- Completion of any necessary forms and/or service results;
- Receipt of detailed invoice including address of repair, unit number, building and any other identifying information, name of service employee, job title, and telephone number.

*III. Insurance Requirements*

*Generic Requirements*

<b>Worker's Compensation:</b>	
Applicable State Statutory Employer's Liability	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Contractor's Liability Insurance:</b>	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
<b>Bodily Injury:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Property Damage:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
<b>Automobile Liability-Owned, Non-owned and Hired</b>	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
<b>Professional Liability</b>	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

*IV. Indemnification*

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the

provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

#### *V. Confidential Matters and Data Ownership*

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

#### *VI. Proposal Conditions*

In submitting a response to this Request for Proposal, vendors hereby understand the following (if duplication exists, previous sections prevail):

<http://www.sedgwickcounty.org/purchasing/RfqRfq/rfpcond.pdf>

All times indicated in solicitation document are Central Standard/Daylight as applicable.

#### *VII. General Contract Provisions*

The following appendix is language the County requires for all contracts that are entered in. If Duplication exists, previous sections prevail.

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General\\_Contract\\_Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf)

### **M. Final Considerations**

1. For purposes of addressing questions concerning this RFP or for seeking alternative contract terms, the sole contact will be the County's Purchasing Department. Upon issuance of this RFP, employees and representatives (including elected officials) of the County must not be contacted regarding this RFP process. Failure to observe this restriction may result in disqualification of any vendor response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
2. The County will not consider the submission of unsolicited, additional terms, after the response deadline. This RFP and all written material received from the successful vendor will be incorporated into the contract between the County and the firm unless specifically superseded in the signed contract. All information becomes the property of the County and will be subject to the Kansas Open Public Records Act.
3. The County will not be liable for any costs incurred by vendors in the preparation and presentation of information submitted in response to the RFP or in the participation in demonstrations.

4. The County will not recognize any assignment or transfer of interest in the contract without written notice to and written acceptance by the County.
5. If Partnerships and/or subcontracting are used in order to meet the requirements and scope of work in this RFP, a prime vendor should be identified and the partners and subcontractors should be listed along with a statement of who will be responsible for providing what service, and a statement of the nature of any legal relationship. The proposal response should clearly delineate who will be the prime vendor for contracting purposes.
6. The terms outlined in this RFP must be guaranteed up to and through the negotiation of the final contract.

**N. Response Form page one of two**

**REQUEST FOR PROPOSAL  
ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING SERVICES  
#12-0133**

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting 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 understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

**PRICING INFORMATION**

I/We \_\_\_\_\_, propose to provide the product(s) and/or service(s) described herein with the following costs:

<b>Pricing</b>	
Cost plus percent methodology for all Heating, Ventilation and Air Conditioning (HVAC) materials OR equipment rental.	%
<b>Labor Rate - Foreman/Journeyman</b>	
Business Hours, Monday through Friday, 8:00 a.m. – 5:00 p.m.	\$ /hour
After Hours	\$ /hour
<b>Labor Rate - Apprentice</b>	
Business Hours, Monday through Friday, 8:00 a.m. – 5:00 p.m.	\$ /hour
After Hours	\$ /hour
<b>Labor Rate - Helper/Laborer</b>	
Business Hours, Monday through Friday, 8:00 a.m. – 5:00 p.m.	\$ /hour
After Hours	\$ /hour
<b>Service Call</b>	
Service Call Charge	\$ /ea

Cost must be all inclusive of all terms, conditions, and scope within this solicitation. Submit separate pricing forms with clear indication of terms for escalating fees or sliding fees for cost plus methodology. The initial term of this contract shall be one (1) year. There shall also be two (2) one-year options to renew at the sole request of the County.

NEXT PAGE

**X. Proposal Response Form Page 2 of 2**

NAME \_\_\_\_\_  
DBA/SAME \_\_\_\_\_  
CONTACT \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_  
TAX PAYER I.D. NUMBER \_\_\_\_\_ STATE \_\_\_\_\_  
INCORPORATED \_\_\_\_\_  
COMPANY WEB SITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_  
NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_  
TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_  
Partnership \_\_\_\_\_ Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_  
General Nature of Business \_\_\_\_\_ FEIN/SS # \_\_\_\_\_ W-9 included \_\_\_\_\_  
Not a Minority Owned Business \_\_\_\_\_ Minority Owned Business: \_\_\_\_\_ Certification # \_\_\_\_\_  
African American \_\_\_ Asian \_\_\_ Hispanic \_\_\_ Native American \_\_\_ Other \_\_\_ Woman Owned Business \_\_\_

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing).

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document (including terms and conditions and general contract provisions through imbedded hyperlinks) and has clearly delineated and detailed any exceptions.

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

Print Name \_\_\_\_\_ Dated \_\_\_\_\_