



**SEDGWICK COUNTY, KANSAS**

**FINANCE DEPARTMENT**

**DIVISION OF PURCHASING**

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<http://www.sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR BID**

**#17-0015**

**TREATMENT CHEMICALS AND SERVICES FOR CLOSED AND OPEN LOOP HVAC SYSTEMS**

April 3, 2017

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for a firm or firms to provide a long term, cost effective, comprehensive water treatment program for heating and cooling systems for various Sedgwick County maintained buildings. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45pm CDT, April 25, 2017).

**All contact concerning this solicitation shall be made through the Division of Purchasing.** Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

**There will be a pre-bid meeting scheduled for Friday April 7 beginning at 9:00am in the Finance Conference room on the 8<sup>th</sup> floor.** There will be brief discussion and a question and answer period followed by site visits of the equipment. This is not a mandatory site visit; however vendors are strongly encouraged to attend as this will be the only time to view the facilities and equipment.

Sincerely,

Kim Bush, CPPB  
Purchasing Agent

17-0015

*Sedgwick County....Working for You*

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## I. Purpose

Under this contract Sedgwick County is seeking a vendor to provide initial and monthly testing, recommendations for treatment, and chemicals. The Sedgwick County Facilities Maintenance department will conduct all daily or monthly testing as recommended in between. The successful vendor will be responsible for providing labor, supervision, materials, testing, equipment, transportation, service and the shop facilities necessary to perform high quality work under the requirements as outlined in this solicitation document.

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)
- Warm air furnaces
  - DX equipment/Rooftop equipment
    - Trane
    - Liebert DX air handlers
    - York

### 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

## II. Submittals

Carefully review this Request for Bid. 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) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kim Bush, CPPB  
Sedgwick County Division of Purchasing  
525 N. Main, Suite 823  
Wichita, KS 67203

**SUBMITTALS** are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, April 25, 2017**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CDT, on the due date.

### III. Scope of Work

#### Work Overview

- Initial testing of each piece of equipment.
- A tentative schedule of monthly testing to be performed to be provided to county project manager at the beginning of each contract year.
- Monthly testing of each piece of equipment.
- A written indication of condition of specimens for each test completed.
- A written indication of any recommendations or none for each test completed to address concerns.
- Chemicals as ordered.
- Testing supplies as ordered.
- Consultation as needed for unique circumstances.
- Vendor will provide web base monitoring of cooling tower systems by utilizing Advantage Controls controllers that are on-site and web Advantage system.

Vendor will:

1. Complete an initial test of each piece of HVAC equipment in the buildings as indicated within this section within thirty (30) days of contract award.
2. Provide an annual site visit/testing schedule to include approximate test date, location of test, and anticipated recommendation receipt date in electronic format to the project manager within thirty (30) days of contract award.
3. Complete monthly site visits and testing of each piece of HVAC equipment in the buildings listed in Section III.

#### **Initial and monthly visits will include:**

- a. Inspection of each system.
- b. Checking for proper equipment function.
- c. Checking for physical evidence of corrosion or fouling.
- d. Inspection of tower fill and distribution decks.

#### **Testing:**

- a. Follow any applicable manufacturer's specifications.
  - b. Check PH and conductivity.
  - c. Check cooling water.
  - d. Include a corrosion coupon analysis. At the time of program transition, coupons will be rotated every 30-days for three months, thereafter a 90-day rotation is acceptable.
4. Provide a **written (electronic)** indication of condition of specimens for each test completed and a recommendation (when applicable) for each test completed to address concerns **within seven (7) calendar days of testing.**

#### **Recommendations will;**

- a. Provide a liquid blend of organic and inorganic chemical treatments for heating systems and closed loop systems.
  - b. Maintain the prescribed dosages of sequestrants and antifoulants.
  - c. Control corrosion with inhibitors.
  - d. Include the use of automatic control of bleed-off and chemical feed for biocides.
  - e. Include the use of dual continuous biocide program for cooling tower waters. An oxidizing and non-oxidizing biocide will be required. Sodium Hypochlorite or any like derivate are not acceptable.
  - f. Provide optimum bleed rate for the system.
  - g. Include plan for alternate treatments to prevent building resistance when applicable.
  - h. Provide a non-liquid Controlled Release Chemistry of organic and inorganic chemical treatments for cooling systems. The focal point being an approach for Green comparisons based on carbon footprint and other environmental and safety factors.
5. Notify project manager at any point the schedule will not be followed.
  6. Provide consultation as needed. On-site response to be within 48 business hours. Telephone or other response to be within 24 business hours.

7. Have written procedures for collecting and handling specimens.
8. Provide professionally trained personnel.
9. Provide notification for prior authorization by project manager if any lab other than that stated in response to this RFB will be used.
10. Provide all testing supplies on a monthly basis as will be needed by in house facilities staff to conduct recommended daily and weekly testing.
11. Provide all chemicals as indicated in recommendation and as requested by project manager. **All chemicals must be delivered with appropriate SDS documentation.**

**IV. Sedgwick County’s Responsibility**

- 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.
- Provide access to work areas.
- Conduct final inspection and approve payment.

**V. Bid Terms**

**A. Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Kim Bush at [Kimberly.Bush@sedgwick.gov](mailto:Kimberly.Bush@sedgwick.gov) by 5:00 p.m. CDT April 12, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp), under view current RFQs and RFPs; to the right of the RFB number by 5:00 p.m. CDT April 17, 2017. Firms are responsible for checking the website and acknowledging any addendums on their bid response form.

**B. Minimum Qualifications**

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 Bid. Firms must meet or exceed these qualifications to be considered for award. Bids 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.

Bidders shall:

1. Have proper certification(s) or license(s) for the services/product specified in this document.
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. Provide appropriate project supervision and quality control procedures.
5. 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.*

**C. Evaluation Criteria**

An award will be made to the lowest responsible and responsive bidder meeting the needs of Sedgwick County.

**D. Request for Bid Timeline**

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	<b>April 3, 2017</b>
Pre-Bid Meeting @ 9:00am, Courthouse 8 <sup>th</sup> floor Finance Department	<b>April 7, 2017</b>
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	<b>April 12, 2017</b>
Addendum Issued	<b>April 17, 2017</b>
Sealed Bid due before 1:45pm CDT	<b>April 25, 2017</b>
Evaluation Period	<b>April 26-May 3, 2017</b>
Board of Bids and Contracts Recommendation	<b>May 4, 2017</b>
Board of County Commission Award	<b>May 10, 2017</b>

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for five (5) years.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

[http://www.sedgwickcounty.org/purchasing/payment\\_and\\_invoice\\_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

F. Insurance Requirements

Liability insurance coverage indicated below 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, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** 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 (**must be acknowledged on the bid/proposal response form**).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

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.

**Workers' Compensation:**

Applicable coverage per State Statutes

**Employer's Liability Insurance:** \$100,000.00

**Commercial General Liability Insurance:**

Each Occurrence \$500,000.00

Aggregate \$500,000.00

**Personal Injury:**

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

**Automobile Liability:**

Combined single limit \$500,000.00

**Professional Liability**

**If required**

***Special Risks or Circumstances:***

***Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.***

G. 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 provider's 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.

H. 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 bid, 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 Bid is the property of Sedgwick County.

I. Bid Conditions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Bid%20Terms%20%20Conditions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Bid%20Terms%20%20Conditions.pdf)

General Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf)

Mandatory Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Mandatory%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf)

Sample Contract

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Sample%20Contract.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf)

VI. Required Response Content

Bid response should include the following:

1. Any exclusions clearly delineated.
2. Completed and signed Bid Response Form.
3. Those responses that do not include all required forms/items may be deemed non-responsive.
4. Complete pricing table as indicated in Attachment A.

**VII. Response Form**

**REQUEST FOR BID  
17-0015**

**TREATMENT CHEMICALS AND SERVICES FOR CLOSED AND OPEN LOOP HVAC SYSTEMS**

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 submitting a bid 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 bidder is entered; (4) they have read the complete Request for Bid and understands 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.

NAME \_\_\_\_\_

DBA/SAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

STATE OF INCORPORATION or ORGANIZATION \_\_\_\_\_

COMPANY WEBSITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

BUSINESS MODEL: Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

Not a Minority-Owned Business: \_\_\_\_\_ Minority-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_ African American (05) \_\_ Asian Pacific (10) \_\_ Subcontinent Asian (15) \_\_ Hispanic (20)

\_\_ Native American (25) \_\_ Other (30) - Please specify \_\_\_\_\_

Not a Woman-Owned Business: \_\_\_\_\_ Woman-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_ Not Minority -Woman Owned (50) \_\_ African American-Woman Owned (55)

\_\_ Asian Pacific-Woman Owned (60) \_\_ Subcontinent Asian-Woman Owned (65) \_\_ Hispanic Woman Owned (70)

\_\_ Native American-Woman Owned (75) \_\_ Other – Woman Owned (80) – Please specify \_\_\_\_\_

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: \_\_\_\_\_ Yes \_\_\_\_\_ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: \_\_\_\_\_ Yes \_\_\_\_\_ No

Yes, I would like to be on the emergency vendor list.

No, I would not like to be on the emergency vendor list.

After Hours Phone #: \_\_\_\_\_ Emergency Contact Name: \_\_\_\_\_

After Hours Fax #: \_\_\_\_\_

**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/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp).

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

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 \_\_\_\_\_

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



ATTACHMENT A

Describe and provide all applicable fees and rates on the chart provided below. All costs must be inclusive of profit, labor, administrative costs, fringe benefits, etc.

The annual cost must include all requirements including initial and monthly testing, recommendations, telephone consultation as needed, testing supplies for facilities staff, and laboratory costs.

Annual Cost (should include all monthly testing to include any possible lab fees and recommendations).	\$
Per hour, in-person consultation (outside of normal monthly testing/inspection).	\$
Unit cost for lab fees (outside normal monthly testing).	\$
Unit cost for recommendation preparation (outside of normal monthly testing).	\$
Chemicals, priced per gallon:	
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
Other	Indicate frequency -
Other	Indicate frequency -
Other	Indicate frequency -