



Campbell County Fiscal Court

Request for Proposals

I. Proposal Information

- A. Proposal Request:** HVAC Replacements x 3 – County Administration Building
RFP Posted Tuesday, September 17 2024
- B. Department:** County Administration
- C. Site Visit (required):** September 27, 2024 – 9AM-11AM by appointment as in specifications
- D. Additional Information**
Request Deadline: September 30, 2024 – County will provide information by
October 2, 2024 5PM
- E. RFP opening:** Monday, October 7 2024 at 10AM

F. Proposer Information:

Proposer Name _____

Signature _____

Firm/Company _____

Firm/Co. Address _____

Firm/Co. Phone _____

Firm/Co. Email _____

II. Instructions to Proposers – Terms and Conditions

The Campbell County Fiscal Court will accept sealed RFP's for three (3) HVAC units to be installed at the County Administration Building, 1098 Monmouth St., Newport, KY 41071.

A. Authority

1. This Request for Proposals is issued in accordance with applicable provisions of the Campbell County Administrative Code Chapter 4 Purchasing and Contracts.
2. This is not an order. Please read all instructions, terms, and conditions carefully.



B. Transmission

1. Proposals should be submitted in a sealed envelope addressed to:

Campbell County Finance Department
1098 Monmouth Street, Suite 322
Newport, KY 41071

2. The envelope must be clearly marked with the bid title, "RFP – HVAC Replacements – Campbell County Administration Building".
3. Proposals will be received at the CCFC Finance department until the date specified.
4. Late proposals, those not clearly marked, or those that do not follow the instructions will not be accepted.
5. Campbell County Fiscal Court will not be held responsible for any premature opening or failure to open any proposal not properly addressed and identified as stated above.

C. Instructions

1. Proposal forms must be signed in blue ink.
2. One original and one copy of the proposal must be submitted. Keep a copy of the proposal for your records.
3. A list of qualifications and a minimum of three references are required. Please refer to Section VII.
4. Proposers should verify their proposals before submission. Errors in preparing the submission confers no right of withdrawal or modification after open.
5. Proposers are responsible for all costs associated with the preparation of response to the request for proposals. Campbell County is not liable for any costs incurred by proposers in their response to this request.
6. A mandatory site visit is required to propose this project.

D. Pricing

1. Firm prices are required.
2. All prices quoted must be F.O.B. destination shown in shipping instructions on specification.
3. Insert time discounts, if any. Time discounts will not be a factor in award determination.
4. Quotations must be submitted on the proposal price sheet indicating unit price, total extension of each item, and grand total of bid.
5. Unit prices should be based on the RFP specification instructions. Please direct questions to the County at 859-547-1827 prior to submitting an RFP.
6. Trade discounts must be deducted by the vendor in calculating the unit price. The unit price must be net.
7. CCFC is KY sales and use tax exempt.

E. Warranty

The selected proposer shall provide warranty on any services and materials found to be defective or faulty due to imperfect or bad workmanship/materials within one year from the date of completion at no additional cost to the County. This warranty does not change or void any warranties expressed or implied to which the purchase is subject.



F. Regulatory Compliance

1. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Campbell County Fiscal Court any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any Campbell County Fiscal Court contracts for a period of two (2) years.
2. All proposers must possess all federal, state, and local qualifications and licenses to provide products or services in Campbell County, the Commonwealth of Kentucky, and the United States.
 - a. Including, but not limited to
 - i. Business license issued by the Occupational License Department of Campbell County (visit campbellcountyky.gov)
 - ii. Hazardous Communication Program (OSHA)
 - iii. Workers' Compensation Certificate
 - iv. Liability Insurance
 1. Commercial General Liability not less than \$1,000,000 per occurrence
 - v. Vendors will be expected to comply with federal uniform guidance 2 CFR 200 standards as required by the County.
 1. This project may be wholly or partially funded with state or federally awarded funds and the contractor will be required to comply with the regulations included in Appendix II of the 2 CFR 200 uniform grant guidance as recorded.
 2. Federal SAM.gov User Entity Registration will be required and a Unique Entity Identifier (UEI) number will need to be provided.
 3. Davis-Bacon Act reporting for installation activities will be required under 29 CFR Part 5.7(b) and US Department of Labor All Agency Memorandum #189 under the US Department of Energy EECBG grant program requirements. Prevailing wage must be paid to all laborers or mechanics involved in the performance of the project's construction work and must receive Davis Bacon Act prevailing wage for the area.
3. Successful proposer shall comply with the Kentucky Human Rights Act, HRA 344.150-344.270 as amended and any rules and regulations promulgated therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated herein by reference. Furthermore, the successful proposer shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended. The Campbell County Fiscal Court will not discriminate on the grounds of race, color, national origin, sex, age, or disability when issuing or awarding proposals. Per Title VI of the Civil Rights Act of 1964, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise be subjected to



discrimination under any program or activity for which a project, contractor/vendor or the county may receive federal financial assistance.

G. Bonds

1. Bid bonds, performance bonds, and payment bonds as prescribed by KRS 45A.430, 435, 440 are required for any bids/proposals that exceed \$99,999. Each bid, or the combination of submitted bids, over \$99,999 must be accompanied by a 5% bid bond of the grand total of the bid. The bid bond of the successful bidder will be retained until a performance bond has been executed and approved, after which the bid bond will be returned. The successful bidder will be required to post a performance bond in the amount of 100% of the bid if awarded a contract over \$99,999. Bonding and surety requirements may vary by project/commodity. Please contact Owner for more information.
2. A bond is required for this project due to the complex nature of the specifications.

H. Reserved Rights

1. Campbell County Fiscal Court reserves the right to reject any or all proposals, including without limitations the right to reject any or all nonconforming, non-responsive, incomplete, unbalanced, or conditional proposals, to waive formalities, and to reject the proposal of any proposer if CCFC believes that it would not be in the best interest of Campbell County Fiscal Court to make an award to that proposer. CCFC also reserves the right to negotiate with the apparent qualified proposer to such an extent as may be determined by Campbell County Fiscal Court.
2. CCFC reserves the right of renewal for any service and maintenance contracts that may be needed for a minimum of two (2) one (1) year periods.
3. In the event the successful proposer fails to commence substantial work on the project within thirty (30) days of the County's authorized project start date and the County does not waive this requirement, the County shall have the option to reject the proposal and to void the contract, and in such event to either accept the next lowest and best proposal or to negotiate with the best qualified proposer.
4. In the event the successful proposer fails to complete the project by the agreed upon completion date and the County has not waived this requirement in writing, the County shall receive from the proposer (or withhold from the proposer, at its option) liquidated damages of 1% per project per calendar day.
5. All the terms and conditions of these instructions to proposers and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful proposer.

I. Award

It is the intent of Campbell County Fiscal Court to award a contract to the lowest responsible proposer meeting specifications. CCFC reserves the right to determine the lowest responsible bid/offer in any way determined to be in the best interests of Campbell County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance,



workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

J. Insurance

1. Workmen's Compensation Insurance shall be written for not less than the statutory limits and shall include Employers' Liability Insurance at a limit of not less than 500,000 Dollars.
2. Comprehensive General Liability Insurance shall be acquired by the Contractor and maintained throughout the term of this Contract, sufficient in scope to insure:
 - a. Operations/Premises Liability.
 - b. Independent Contractor's Protective Liability/Owners' Protective Liability.
 - c. Completed Operations and Products Liability maintained in effect for a period of one year after date of final payment.
 - d. Contractual Liability shall be sufficient in scope.
 - e. Personal Injury Liability.
 - f. Broad Form Property Damage Liability endorsement.
 - g. Explosion, Collapse and Underground Damage Liability endorsements.
3. The limits of liability for Comprehensive General Liability shall be no less than:
 - a. Bodily Injury and Personal Injury
 - i. 1,000,000 Dollars each occurrence
 - ii. 1,000,000 Dollars aggregate Completed Operations-Products
 - b. Property Damage
 - i. 1,000,000 Dollars each occurrence
 - ii. 1,000,000 Dollars aggregate operations
 - iii. 1,000,000 Dollars aggregate Independent Contractors' Protective/Owners' Protective Liability
 - iv. 1,000,000 Dollars aggregate Completed Operations-Products
 - v. 1,000,000 Dollars aggregate Contractual
4. Comprehensive Automobile Liability insurance shall be acquired by the Contractor and maintained throughout the term of this Contract to cover owned automobiles, automobiles under long-term lease, hired automobiles, employers' non-ownership liability, medical payments and uninsured motorists. The limits of liability shall be no less than:
 - a. Automobile Bodily Injury
 - i. 1,000,000 Dollars each person
 - ii. 1,000,000 Dollars each occurrence
 - b. Automobile Property Damage
 - i. 200,000 Dollars each occurrence
5. Certificates of Insurance acceptable to CCFC shall be filed with CCFC in duplicate, prior to commencement of the work. All such Certificates shall clearly indicate the provisions of specified coverage.
6. When such Certified Insurance, due to the attainment of a normal expiration date or renewal date, shall expire, it is the responsibility of the Contractor to supply an updated replacement Certificate (Certificates) of Insurance that clearly evidences the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was insured by the Certificates originally.
7. Each insurance policy shall contain a clause to the effect that no modification or change in the policy will be made, nor will such policy be cancelled or non-renewable or expire



without sixty days written notice, as evidenced by return receipt or registered or certified mail (letter) to CCFC.

K. Interference with Traffic

1. All roads must remain open to local traffic for the full duration of the project. Contractor must contact City of Newport, KY regarding lane restrictions, and immediate access must be granted to emergency vehicles. The maintenance of traffic shall be per the Manual of Uniform Traffic Control Devices (MUTCD). The contractor shall maintain all signage and traffic control devices within the work area.
2. The Contactor shall maintain proper barricades, fences, danger signals, signs and lights, and take such other precautions as may be necessary to protect life and property at the project site in accordance with OSHA Safety Standards. The Contractor shall be liable for and shall indemnify and hold CCFC free and harmless from all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen.
3. All trucks operating on pavements should not carry more than the legal load defined by the State of Kentucky, the County of Campbell, and the City of Newport.

L. Safety

The Contractor is responsible to perform the construction tasks requested in this RFP Document in accordance with all applicable local, state and federal standards as well as OSHA Safety Guidelines.

M. Loss by Accident

The contractor shall assume all risks and bear any loss occasioned by neglect, accident or other cause until work is complete and accepted by CCFC. The Contractor shall maintain all necessary barriers and lights for the protection of the public and for the protection of the work. The Contractor will be held responsible for damage to adjoining property.

The Contractor shall indemnify and hold harmless CCFC and duly authorized agents from any and all claims and all loss or damage suits, judgments, fines or sums of money accruing or claimed to accrue, to any person, corporation, municipality, firm or company against the property or any violation of laws or regulations, howsoever resulting, growing out of or claimed to grow out of, any act or omission of, or method pursued, or hazard encountered by the Contractor including his agents, servants or employees in or about the work herein undertaken to be done by the Contractor. The Contractor must further save harmless CCFC against any and all claims or liens placed against said work by any laborer, material supplier or finisher.



III. **Bid Specifications – Scope of Work, Equipment and Installation Proposal**

- A. The Campbell County Fiscal Court is accepting proposals from qualified, licensed and insured contractors as detailed in Section II to provide equipment and installation for three (3) HVAC rooftop units (RTU) at the County Administration Building located at 1098 Monmouth Street, Newport, KY.
- B. Contractor is responsible for all professional licenses or permits required by the state, city, or county.
- C. A mandatory site visit is required to bid this project. A site visit will be Friday, September 27 between the hours of 9am and 11am. Contact Mike Braun, Facilities and Fleet Director at mbraun@campbellcountyky.gov to schedule the mandatory site visit.
- D. Replace the three (3) existing Trane Voyager units with same or equal equipment. If other than Trane equipment the new equipment must be compatible with our Trane VAV system and our Trane computer monitoring system installed in August 2024.
 - 1. New units shall match tonnage and CFM of existing units.
 - 2. Bid all installation and removal costs associated with install by contractor.
 - 3. Frequency drives shall be installed on units.
 - 4. When originally installed these units had air flow issues and the pulleys on the air handlers were changed.
 - a. New units MUST match existing pulleys
 - b. RTU ONE and TWO have the same dual belt pulley
 - c. RTU THREE has a single belt pulley - New unit will have a double belt pulley to match existing size pulley
- E. Installation should be planned after hours, over a weekend or holiday weekend to limit exposure to building occupants.
- F. Contractor shall provide crane & rigging required for removal and installation.
- G. Local Operating Network (LON) Communication shall be included.
- H. Programming of new units into building automation system by contractor.
- I. Stainless steel heat exchangers shall be included.
- J. Adapter curbs are not acceptable.
- K. Hinged access panels shall be included on the new units.
- L. New units shall include 100% powered exhaust with building pressure control.
- M. 1 year manufacturer's labor warranty shall be included.
- N. 5 year full parts warranty including compressors shall be included.
- O. Complete parts list and wiring diagrams shall be provided to CCFC.
- P. CCFC facilities will be available any time at no charge to the installation team.
- Q. Louvered hail guards shall be included in the new units.
- R. Turnkey installation as to not disrupt the occupants of the building.
- S. All new units shall have two (2) belt pulleys on air handling part of units.
- T. Removal and disposal costs for replaced units should be included in the turnkey cost on the RFP form.
 - 1. Outline in detail the method of removal and installation in proposal submission.
 - 2. Existing RTU's must be disposed of by contractor.
 - 3. Clean up work area upon completion of project.
- U. Model numbers and serial numbers of existing units is as follows:
 - 1. Model: YCD600A4LY2A8NE5A0C0000H0K00000 Serial: C08H08545
 - 2. Model: YCD600A4LY2A8NE5A0C0000H0K00000 Serial: C08H08546



3. Model: YCD600A4LY2A8NE5A0C0000H0K00000 Serial: C08H08547
- V. New units must be compatible with new Trane S/C monitoring system installed at Administration Building in August, 2024.
- W. Evaluation Team and RFP Scoring Criteria
 1. The Project Team will evaluate the responses submitted on the following criteria to determine the finalist(s):
 - a. Relevant Experience and Qualifications (20 points)
 - b. Ability to Meet/Exceed Project Goals (30 points)
 - c. Approach and Methodology (10 points)
 - d. References (10 points)
 - e. Price Proposal (30 points)
 2. The Project Team may, at their discretion, request any or all respondents to clarify information presented in the submittal.
 3. Final contract or agreement shall be subject to approval by Campbell County Fiscal Court.
 4. The County may in whole or part accept or reject for any reason all proposals; re-advertise the request for proposals (RFP); postpone or cancel at any time the RFP process, waive any informalities or irregularities in the process; and negotiate with any party or request additional information if desired.
- X. Intellectual Property, Confidentiality, and Open Records
 1. Campbell County Fiscal Court will not pay for any information requested and all responses submitted become the property of Campbell County Fiscal Court. Responses will not be returned and may be subject to state open records statutes.
 2. Proprietary or confidential information in responses must be clearly labeled "CONFIDENTIAL INFORMATION" and the bidder must state the basis for the claim to be handled as confidential.
 - a. To the extent permitted by law, the county will treat such information as confidential and will not disclose it to a third party without prior notice and authorization.
- Y. Questions/Contact Information
 1. All inquiries concerning this Request for Proposals should be submitted in writing via email by 2:00 PM on Monday, September 30, 2024 to:
 - a. Greg Fassler, Business Analyst, gfassler@campbellcountyky.gov
 2. Answers to any questions submitted will be posted on the CampbellCountyKY.gov website under Business - Opportunities & Bids by 5:00PM on October 2, 2024.
 3. Questions must include the requestor's name, address, email address, telephone number, and the bidder or company being represented.
- Z. Addenda
 1. Responses to questions will be issued in the form of an Addendum by Business Analyst, Greg Fassler. It is the responsibility of the bidder to ensure that their proposal is inclusive of all Addenda. Failure to acknowledge all Addenda may result in rejection of a proposal.



IV. Bid Form - Please use additional pages to submit full proposal that complies with specification details about project scope and plan in Section III (pages 7-8).

Campbell County Fiscal Court
HVAC Replacement x 3 – County Administration Building

Bidders Name _____

Signature _____

Firm/Co Company _____

Firm/Co address _____

Firm/Co Address _____

Firm/Co Phone _____

Firm/Co email _____

Turnkey cost to replace 3 existing RTU's: _____

Alternate for extended warranty: _____



V. Authentication of Bid and Affidavit of Non-collusion and Non-conflict of Interest

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 432.170: That I am the bidder (if the bidder is an individual, a partner (if the bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids covering Campbell County Fiscal Court, has been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor or materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That the bidder is legally entitled to enter into the contracts with the Campbell County Fiscal Court and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 16.092, 61,096 and 42.990; and

(Applicable to corporations only) That as a foreign corporation we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, That as a domestic corporation we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. (Check the statement applicable.

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

NOTICE

Any agreement of collusion among bidders or prospective bidders which restrains, tend to restrain, or is reasonably calculated to restrain completion by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.080 and 305.000 which permit the regulation of resale price by contract do not apply to sales to the State, no sales to Local Governments.

Any person who violates any provisions of Kentucky Revised Statute 42.076 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year no more than five years, or both such fine and imprisonment. Any firm, Corporation or association which violates any of the provision of KRS 42.076 shall, upon conviction, be fined not less than ten thousand dollars no more than twenty thousand dollars.

In submitting this bid on the Bid Price Sheet, it is expressly agreed that upon proper acceptance by the Campbell County Fiscal Court of any or all items bid, a contract shall hereby be created with respect to the items accepted.

Signed by: _____ Date _____

Firm/Company _____ Phone _____

Address _____



VII. References Worksheet

1. Attach additional sheets if necessary

Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	
Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	
Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	