

## NOTICE TO BIDDERS

### BID NO. SC-1606

In accordance with Title 14-22-101 of the Arkansas Code, notice is hereby given that the Sebastian County Judge will receive sealed proposals at the Purchasing Department, 35 South 6th Street, Room 106, Fort Smith, Arkansas 72901, until 2:00 p.m. on the 28<sup>th</sup> day of July, 2016, at which time proposals will be publicly opened and read at the Purchasing Department. Proposals will be taken for **Four (4) HVAC Units** for the Sebastian County Adult Detention Center (SCADC). Tours of the work site may be arranged by contacting the Purchasing Department at 479-784-1502. Additional information can be obtained by written request to the Sebastian County Purchasing Department via email at [purchasing@co.sebastian.ar.us](mailto:purchasing@co.sebastian.ar.us), by mail at Purchasing Department, 35 South 6<sup>th</sup> Street, Room 106, Fort Smith, Arkansas 72901, or by visiting the County website at [www.sebastiancountyar.gov](http://www.sebastiancountyar.gov). Proposals must in all matters comply with the laws of the State of Arkansas. Small businesses, as well as minority or women's businesses, are encouraged to participate in this process. The County Judge reserves the right to reject any or all proposals, waive any formalities or to accept any proposal deemed most advantageous to the County.

Charity Gregory  
Purchasing/Facilities Administrator  
Sebastian County, Arkansas

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For the Times Record:  
Legal notice. Publish on July 17 and 24, 2016

Return proof with statement no later than August 5, 2016  
To:  
David Hudson, County Judge  
Purchasing Department  
35 South 6th Street, Room 106  
Fort Smith, Arkansas 72901

**SEBASTIAN COUNTY JUDGE**  
**Purchasing Department**  
35 South 6<sup>th</sup> Street, Room 106  
Fort Smith, Arkansas 72901  
(479) 784-1502      Fax (479) 784-1550

**NOTICE TO:**            Qualified Bidders

**SUBJECT:**            Request for Proposal, Bid Number SC-1606

Sebastian County is interested in receiving sealed written proposals for furnishing the products/services specified in the attached Request for Proposal (RFP). Complete details regarding the products and/or services required by the County, and instructions for participating in the bid process, are included in the attached bid package.

Bids must be received by the time and date indicated in the RFP. Bids received after the time and date set for opening will not be considered.

Bidders who do not wish to submit bids must submit a "No Bid" to continue to be eligible for retention on the Bid List. The Bid List is periodically reviewed and bidders who have not responded to proposal requests are deleted.

If you are interested in submitting a bid, please be sure that the requirements of the RFP are completed since failure to meet the requirements could cause your bid to be rejected.

Any questions regarding the Bid Invitation should be directed to the Purchasing Department in writing at [purchasing@co.sebastian.ar.us](mailto:purchasing@co.sebastian.ar.us) or via fax at (479) 784-1550.

Charity Gregory  
Purchasing/Facilities Administrator  
Sebastian County

Attachment: RFP

# REQUEST FOR PROPOSAL

Sebastian County, Arkansas

**COVER SHEET**

**SECTION I**

**BID NUMBER:** SC-1606

**TITLE:** Four (4) A/C Units for Sebastian County Adult Detention Center (SCADC)

**OPENING:** Date: July 26, 2016  
Time: 2:00 p.m.  
Place: Purchasing Department  
35 South 6<sup>th</sup> Street, Room 106  
Fort Smith, Arkansas

**MAIL SEALED PROPOSALS TO:** Sebastian County Purchasing Department  
35 South 6<sup>th</sup> Street, Room 106  
Fort Smith, Arkansas 72901

**ON OUTSIDE OF PROPOSAL SHOW:** (1) Return Address  
(2) Bid Opening Date  
(3) Bid Number and Title

**Bidder must complete the following information:**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Instructions:**

- (1) Unit prices and extensions are required on proposal form
- (2) Return *three* copies (one (1) original and two (2) copies) of entire Request for Proposal
- (3) Proposals must be signed to be accepted
- (4) Any trade discounts should be deducted and net prices shown
- (5) Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposal
- (6) Bidding procedures will be in compliance with Arkansas Laws
- (7) **Quote:** F.O.B. destination
- (8) **Terms:** Net 30 days

# PROPOSAL FORM

**BID NO. SC-1606**

**SECTION II**

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the bid price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this invitation to bid, that the County Judge, Sebastian County, shall determine any and all questions or disputes which may arise concerning conformity to the specifications and conditions, and proposals; and the quantity, suitability, and acceptability of all items to be furnished hereunder, and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

<u>Equipment</u>	<u>Number of Units</u>	<u>Price Per Unit</u>	<u>Total Price</u>
5 Ton A/C Unit	1	\$ _____	\$ _____
4 Ton A/C Unit	2	\$ _____	\$ _____
2 ½ Ton A/C Unit	1	\$ _____	\$ _____
Installation	4	\$ _____	\$ _____
Tax		\$ _____	\$ _____
<b>Total Bid (all charges associated)</b>		<b>\$ _____</b>	<b>\$ _____</b>

Written Amount: \$ \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Warranty: \_\_\_\_\_ Delivery: \_\_\_\_\_

Amounts shall be in both written form and figures. In case of a discrepancy between the written amount and the figures, the written amount will govern.

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 Exceptions to specifications: NO \_\_\_\_\_ YES \_\_\_\_\_ *(Attach Itemized List)*

From: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Vendor) (Printed Name & Signature)

Date: \_\_\_\_\_ Title: \_\_\_\_\_

**GENERAL CONDITIONS**

1. Proposals must be received no later than the date and time set for bid opening. **Proposals shall be in a sealed envelope clearly marked with the RFP number on the outside or it will not be considered.** Telegraphic, fax, or email proposals sent directly to Sebastian County offices will not be considered. Companies must submit one (1) original and two (2) copies of their proposals in order to be considered.
2. Proposals may be withdrawn, modified or corrected by the bidder after it has been submitted, provided a written request to do so is filed with the County Judge prior to the time set for opening the bid. Telegrams or letters received prior to the time set for opening the proposals will be accepted and attached to the unopened proposal, and the proposal will be considered withdrawn, modified, corrected, or otherwise changed accordingly. **No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening the proposals.**
3. **Proposals must be signed to be accepted.** Signature must be that of the individual authorized to obligate the bidder whom is submitting the proposal.
4. Specifications are designed to describe the type and quality of the product/services desired by the County. They are not intended to restrict bidding on any like product/service of equal or higher quality. Any exceptions to the specifications must be noted on a separate sheet by reference to the item number in the specifications where the exception is taken. If no exceptions are submitted with the Proposal, and accepted by the County, bidders will be expected to comply with the specifications. Products and/or services will be inspected for compliance prior to acceptance. The County shall determine the equivalency of any proposed substitutes.
5. The County will not reimburse the Company's costs incurred in the preparation and submission of proposals. All proposals shall become the property of the County upon submission. The County reserves the right to negotiate commission rates from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of Sebastian County, Arkansas.
6. Proposals shall be submitted on 8 ½ x 11 inch paper, which shall include this form. The proposal should follow the format laid out under Item 8. Submissions should be limited to a maximum of 15 pages, with all required attachments included. Binders, brochures, and materials in this RFP are neither requested nor desired. Please do not submit these with your proposal. If additional information is required, the County will request it after review of the proposals.
7. The Company should submit a base proposal in the manner specified, but may also propose other financial options to the County, either as additions or alternates to the base proposal. Such additional offerings should be clearly identified. The county prefers that the Company's response to the RFP be submitted in same item (paragraph) sequence as the proposal – using the same item (paragraph) numbers for reference.
8. Proposals will be evaluated based upon compliance with the specifications, proposal price, applicability, and suitability of the product/services being offered. Product and vendor reliability, warranty, delivery time, and such other factors deemed appropriate will also be considered to assure the County receives a quality product most advantageous to the county. Assignment of any part or all of payments to a separate vendor accruing under contracts or purchase agreements

resulting from this Invitation to Bid will not be authorized. Payment shall only be made to the Contractor or vendor with whom the order is placed.

9. The contents of the RFP will be incorporated into the final Contract documents. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified, unless such modifying term, conditions, or covenants are in writing and are signed by the Company and the agent of Sebastian County. Due to the anticipated complexities of this contract relationship, the County reserves the right to negotiate final terms and conditions with the Company(s) submitting proposals.
10. The contract awarded in response to the RFP (the "Contract") may be terminated without cause by Sebastian County, by giving the other party not less than 30 days written notice of intent to terminate as of the date specified. The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be void and of no effect.
11. Companies are cautioned that the County is not obligated to ask for or accept data that is essential for a complete and thorough evaluation of the proposal after the opening date. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. Any ambiguity in any proposal, as the result of omission, error, lack of clarity, or noncompliance by the Company with specification, instructions, and all conditions of the Request for Proposal, shall be construed in the light most favorable to the County.
12. Bid bonds are required.
13. The Company will be required to furnish, for the life of the Contract, a Performance Bond in a form satisfactory to the County and issued by a surety company authorized to do business in the State of Arkansas, in the amount of the contract. An original and one (1) copy of the bond must be furnished at the time of Contract execution.
14. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance(s) must be provided to the County.
  - a. Workers Compensation, as required by the State of Arkansas.
  - b. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
  - c. Commercial Blanket Bond Coverage (theft/fraud by employees) in amounts specified under the contract for work at the facility prior to the signing of the contract.
  - d. Minimum shall be in the total amount of the contract.
15. The responding Company shall perform according to the terms and conditions as stated herein and according to the highest standards and professional practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and the County when documented instances of poor performance occur. A plan for corrective action, agreeable to both parties, will be drafted and implemented.

Sebastian County retains the absolute right to assess whether and when performance is subsequently acceptable.

16. Prices quoted will be considered net prices, unless otherwise stated by the bidder in the proposal. Proposal prices must remain firm for 60 days, unless otherwise stated in the specifications.
17. The County is exempt from Federal Excise Taxes and such taxes shall not be included in the proposal price. An exemption certificate will be furnished where required.
18. State and Local Sales Taxes shall be stated as a separate item and shall not be included in the proposal price of the product/services being proposed. If no taxes are so stated, the County will assume that any taxes due have been included in the price quoted and no additional taxes will subsequently be added to the proposal price. The County is Sales Tax Exempt on motor vehicle purchases.
19. The Company will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation. Sebastian County is prohibited by ordinance from awarding contracts to companies that are delinquent in paying Sebastian County property taxes. If the Company business address is within Sebastian County, proof of payment of real and personal property taxes due in 2014 must be submitted with the proposal or it can be disqualified.
20. It shall be understood and agreed that any material or product purchased under this proposal shall be new and in first class condition unless otherwise stated in or required by the bid invitation.
21. **Warranty:** The Company shall provide a one-year material and labor warranty.
22. After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential, provided such material is clearly marked by the Company prior to submission of the RFP; however, net cost information may not be confidential.
23. The Company shall indemnify and hold harmless Sebastian County, its officers and employees, from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract or the provision of services under the Contract.
24. The required services are to commence not later than a date to be agreed upon by and between Sebastian County and the Company. The Company is expected to work in a cooperative and coordinated manner with County personnel to ensure proper working operations are maintained for the duration of the project.
25. The Company agrees that Sebastian County or any of its duly authorized representatives shall, at any time during the term of this Contract, have access to and the right to audit and examine any pertinent records of the Company related to this Contract. Company shall keep such records for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. Company agrees to refund to the County any underpayments or overcharges disclosed by any such audit or to take other corrective action as may be required.
26. The Company will obtain and maintain, at its expense and in its name, all necessary licenses and permits required to perform the services described herein.

27. The Company will assume full responsibility for any damage to the County's equipment or premises caused by the negligent or intentional acts of omissions for the Company's employees, agents, or officers, exempt ordinary wear and tear.
28. The name, mailing address, and telephone number of the Company's authorized agent, with authority to bind the firm with respect to questions concerning the Company's proposal, must be clearly stated in the proposal. An authorized officer of the Company must sign the proposal and/or the letter, which transmits the proposal to the County.
29. The County is committed to Equal Opportunity. Therefore, the Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law. The Company must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employees or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.
30. All questions or requests for clarification shall be submitted in writing via email at [purchasing@co.sebastian.ar.us](mailto:purchasing@co.sebastian.ar.us) or mail at 35 South 6<sup>th</sup> Street Room 106, Fort Smith, AR 72901, ATTN: Purchasing Department. No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. Responses to questions may be handled as an addendum, if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.
31. The Company(s) must acknowledge receipt of amendments by letter, telegram, or fax within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.
32. The County Judge reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFP and, in the sole judgment of the County, will be most advantageous to Sebastian County.

**GENERAL SPECIFICATION**

1. The Vendor will be required to furnish general and technical documentation pertaining to the hardware and software provided under the bid invitation.
2. An itemized list shall be submitted on a separate sheet regarding any charges not reflected on the Proposal Form and must be attached to the submitted proposal.
3. Bidders must indicate service capability on the proposed equipment and provide references if requested.
4. Any system being proposed must be complete and any items required to make the system complete shall be included, whether or not explicitly addressed in the specifications.
5. **WARRANTY:** Bidders must state warranty coverage and period for the proposed equipment and clearly state who guarantees the warranty.
6. **DELIVERY:** Delivery time shall be stated on the Proposal Form and should be stated in days after receipts of order.
7. The Company will assume full responsibility for any damage to Sebastian County’s equipment or premises caused by the negligent or intentional acts or omissions for the Company’s employees, agents, or officers; ordinary wear and tear is expected.
8. Site may be visited by contacting the Sebastian County Purchasing Department at [purchasing@co.sebastian.ar.us](mailto:purchasing@co.sebastian.ar.us) or by calling 479-784-1502.

**SPECIFICATIONS: HVAC UNITS FOR THE ADULT DETENTION CENTER (ADC)**

Sebastian County is requesting proposals to replace a total of four (4) HVAC units at the ADC. Proposals shall include the cost for removal of the old units, as well as the charges for any cranes, parts, and labor necessary to complete the project.

**(1)-5 TON UNIT – TRANE – YHC067E4R – 17.2 SEER (HI-EFFICIENCY) OR EQUIVALENT:**

The unit shall have a 2 Stage Cool and Heat for better humidity control with economizer and hail guards.

**INDOOR FAN**

- A choice of direct-drive, FC, centrifugal fans or belt driven, FC centrifugal fans with adjustable motor sheaves shall be offered.
- Direct drive oversized motors shall be available for high static operations.
- All motors shall be thermally protected.
- All indoor fan motors shall meet the U.S. Energy Policy Act of 1992 (EPACT).

**CONTROLS**

- The unit shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring.
- The unit shall provide an external location for mounting a fused disconnect device.

- The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures.
- A centralized Microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection.

**HEAT EXCHANGER**

- The unit shall feature a tubular heat exchanger in low, medium and high heat capacities.

**HIGH PRESSURE CUTOUT**

- The unit shall feature a high pressure cutout.

**PHASE MONITOR**

- The phase monitor shall provide 100% protection for motors and compressors.
- The phase monitor shall be equipped with an LED that provides an on or fault indicator.

**THERMAL EXPANSION VALVE**

- The thermal expansion valve shall have a short orifice refrigerate control metering device.

**ELECTRICAL ACCESS**

- An electrical service entrance shall be provided, allowing electrical access for both control and main power connections inside the curb and through the base of the unit.

**ECONOMIZER**

- This accessory shall be available without barometric relief.

**TWO (2)-4 TON UNITS – TRANE – YHC047E4R – 17.5 SEER (HI-EFFICIENCY) OR EQUIVALENT:**

The County would like to replace two (2) of these units. They shall have a 2 Stage Cool and Heat for better humidity control with economizer and hail guards.

**INDOOR FAN**

- A choice of direct-drive, FC, centrifugal fans or belt driven, FC centrifugal fans with adjustable motor sheaves shall be offered.
- Direct drive oversized motors shall be available for high static operations.
- All motors shall be thermally protected.
- All indoor fan motors shall meet the U.S. Energy Policy Act of 1992 (EPACT).

**CONTROLS**

- The units shall be completely factory-wired with necessary controls and contactor pressure lugs or terminal block for power wiring.
- The units shall provide an external location for mounting a fused disconnect device.
- The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures.
- A centralized Microprocessor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection.

**HEAT EXCHANGER**

- The units shall feature a tubular heat exchanger in low, medium, and high heat capacities.

**HIGH PRESSURE CUTOUT**

- The units shall feature a high pressure cutout.

**PHASE MONITOR**

- The phase monitor shall provide 100% protection for motors and compressors.
- The phase monitor shall be equipped with an LED that provides an on or fault indicator.

**THERMAL EXPANSION VALVE**

- The thermal expansion valve shall have a short orifice refrigerate control metering device.

**ELECTRICAL ACCESS**

- An electrical service entrance shall be provided, allowing electrical access for both control and main power connections inside the curb and through the base of the unit.

**ECONOMIZER**

- This accessory shall be available without barometric relief.

**ONE (1) - 2 ½ TON UNIT TRANE – 4TCC403-14 SEER OR EQUIVALENT:**

The unit shall be cool only with low ambient controls.

**GENERAL**

- The unit shall be factory assembled, piped, internally wired, and fully charged with refrigerant.
- The unit shall be designed to operate at outdoor ambient temperatures as high as 115°F.
- Cooling capacities shall be rated in accordance with A.H.R.I. Standards.

**CONTROLS**

- Refrigeration cycle controls shall include condenser fan, evaporator fan, and compressor contractors.
- Compressors shall be equipped with a combination internal winding thermostat/current overload.
- Internal high pressure relief shall also be provided.

**REFRIGERATION SYSTEM**

- Compressor shall have an internal over temperature and pressure protector, total dipped hermetic motor.
- The evaporator coil shall have 3/8 inch OD seamless copper tubing mechanically bonded to aluminum fins, factory pressure and leak tested at 250 to 300 psig.
- All units shall have TXV to control refrigeration flow.
- The condenser coil shall be continuously wrapped, corrosion resistant all aluminum with minimum brazed joints.
- The condenser coil shall be 3/8 inch OD seamless aluminum tubing glued to a continuous aluminum fin.
- Condenser coils shall be lab tested to withstand 2,000 pounds of pressure per square inch.
- The condenser coil shall be protected on all four sides by louvered panels.
- The indoor air fan shall have a motor with thermal overload protection and permanently lubricated motor bearings.
- The condenser fan shall be a direct-drive, draw-through propeller type. Weather-proofed permanent split capacitor fan motor shall have built in thermal overload and permanently lubricated motor bearings.

- Standard refrigerant system operation shall be down to 55°F.
- Models shall provide completely assembled, wired, and piped gas fired heating systems within the unit.
- The heat exchanger shall have stainless steel tubes and be a free floating design.
- The burners shall be stainless steel.

#### **INSTALLATION SPECIFICATIONS**

The price for installation must be included, as well as the following costs:

- Hail guards
- Raintite caps on existing curbs
- Reconnect to existing ductwork
- Reconnect to existing utility supplies
- Stage-7 Day Programmable Thermostats for each unit
- Crane Fee
- Permits

