

BENTON COUNTY INVITATION TO BID **Purchase and Installation of HVAC Chiller**

Sealed bids for the purchase and installation of a HVAC chiller for the Benton County Jail will be accepted at the office of the County Auditor/Treasurer until Monday, September 25, 2017 at 11:00 a.m. and will be publicly opened at that time. Bids received after that time will be returned unopened to the sender. All bids should be submitted to:

Benton County Auditor/Treasurer's Office
HVAC Chiller Sealed Bid
531 Dewey Street
P.O. Box 129
Foley, MN 56329

Benton County reserves the right to reject all bids, and waive all informalities.

Bid documents should include bid announcement, bid specifications, bid form, bid addendum (if applicable), attachments A through G, and the Bidder must acknowledge receipt of all the documents. To facilitate the evaluation of proposals, vendors should prepare their response in the sequence specified below.

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- Section 4: Attachment G- "Bid Price Document"
 - Breakdown all costs involved including all Separate Bid Items in Contract Specifications- Part 1-1.03 E.
 - Include description and cost of any reoccurring fees such as annual maintenance and support costs

Specifications, details and documentation may be obtained from the County Administrator at 531 Dewey Street, PO Box 129, Foley, MN 56329. The bid response must respond to all material aspects of the specifications herein.

Dated in Foley, Minnesota, August 14, 2017

James Whitcomb
Property Management Director
County of **Benton**
State of Minnesota

BENTON COUNTY INVITATION TO BID **GENERAL TERMS AND CONDITIONS**

- I. Benton County is a political subdivision of the State of Minnesota. Nothing in this document or the specification shall release the County or Bidder from the laws of Minnesota regarding purchasing. Bidder is on notice that the laws of the State of Minnesota and the Federal Government place mandatory contractual requirements on the County and the Bidder.

- II. The County's representatives are the Property Management Director or his designee. All questions regarding this specification shall be submitted to Benton County, clearly marked on the front for identification. Questions shall be submitted to the attention of:

James Whitcomb
Benton County Administration
HVAC Chiller Questions
531 Dewey Street
P.O. Box 129
Foley, MN 56329

Questions concerning the RFP may be directed to the above mentioned person at 320-968-5190 until noon on Friday, September 22, 2017. Answers to any questions will be distributed via e-mail, fax or online to potential proposers. Responses to questions will not be honored after this time. Preferably, questions may also be emailed to: jwhitcom@co.benton.mn.us

- III. Specifications are available for public inspection at the office of the County Administrator, located at the above address. This office is open between 8:00 a.m. and 4:30 p.m. Monday through Friday.

- IV. Addenda are any graphics or written instruments issued by the County, prior to the date set for submission which modify or interpret the specifications by additions, deletions, clarifications, or corrections. Addenda shall be available to all who are known by the Administrator's Office to have received the specification through our website, by e-mail, or by mail.

- V. The period of this agreement will encompass the time required to complete the HVAC Chiller project, or until cancelled by either party as permitted in contract.

- VI. Specifications may include, but are not limited to, general terms, conditions, or addenda.
 - A. Respondents shall **promptly notify** the Administrator's Office of **any ambiguity, inconsistency or error in writing**, which may be discovered upon examination of the specification.

- B. Clarification or interpretation of the specification shall only be made by the Property Management Director. No other interpretation, correction or change shall be allowed.
 - C. Any interlineation, alterations or erasures shall be initialed by the respondent.
 - D. If an error in the specification is found, the County reserves the right to correct the specification with notification to all Bidders, or the County may, in its sole discretion, cancel the bid call.
- VII. Materials, products and equipment described in the specification establish a standard for type, function and quality.
- VIII. Bids submitted shall not be modified or changed in any way after the submission of the bid. Typographical errors which affect the bid may be considered by the County Board only if the Board agrees prior to bid award. The County Board may reject any and all amplified or qualified bids. The bid may be accepted or rejected for any reason or no reason.
- A. Prices placed on the bid form may not be changed or modified.
 - B. Bids shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or some other legal entity. Each bid will be signed by the person or persons legally authorized to bind the Bidder at the time of the bid.
 - C. Bids shall include the contact name or administrator of the contract, as well as an address and telephone number for said contact.
 - D. No material changes in the award may be made by the Bidder after the bids are opened and the contract awarded. However, nonmaterial changes can be made.
 - E. The Bidder may withdraw a bid prior to the opening of the same.
 - F. The Bidder is solely responsible for any of its costs for preparation of its bid and will not seek to recover any such costs from the County.
- IX. **THREE (3) COPIES OF ALL BID FORMS (ONE OF THESE THREE COPIES SHOULD BE IN ELECTRONIC FORM), ATTACHMENTS**, and any other documents need to be submitted with the bid to:

Benton County Auditor/Treasurer's Office
HVAC Chiller Bid
531 Dewey Street
P.O. Box 129
Foley, MN 56329

Bids may be submitted up to the date and hour noted in the invitation and must be submitted to the above address prior to the bid opening. Bids received late, regardless of reason, will be returned unopened to the Bidder.

- X. Properly identified bids which have been received on time will be publicly opened and read aloud at the time noted on the bid invitation. Bidders are welcome to attend the bid opening. All bid openings will take place in the Benton County Commissioner's Board Room.

It is the intent of Benton County to award the contract to the lowest responsible Bidder or Bidders meeting the specification. The County Board shall have the right to waive any informalities or irregularity in any bid or bids received. Benton County reserves the right to require bidders to do an oral presentation and/or demonstration. Each vendor should be prepared to discuss and substantiate any area of its proposal, its own qualifications for the services required, and any other area of interest relative to its proposal.

- XI. Award recommendations to the County Board will be based on, but not limited to, the following general criteria:

1. Adherence to all conditions and requirements of bid specifications.
2. Total Bid price including any discounts, unit price or extended price.
3. Good faith of the Bidder to meet the County's requirements.
4. Experience of the Bidder.
5. Evaluation of the Bidder's ability to service the county including past 3 years' experience for similar customers.
6. Financial responsibility of the Bidder.
7. Needs and requirements of the County.
8. Experience with this type of project and products involved.
9. Size and location of the Bidder.
10. Quantity and quality of merchandise offered.
11. Ability of meeting completion of project deadlines and product specifications.
12. Compliance with the Minnesota Government Data Practices Act.
13. The County makes no guarantee as to the minimum or maximum quantity of items to be purchased from the Bidder nor is any amount implied.
14. This contract shall terminate upon completion of the project.

- XII. Bidder shall not discriminate due to race, color, gender, creed, national origin, sexual preference or religion. Bids submitted with erasures or alterations shall be initialed by the Contractor. Further, any bid remitted shall be legible and any illegible bids may be rejected at the discretion of the County.

- XIII. Bidder receiving the award shall retain all contract and other documents that arise because of the execution of the contract for a period of 6 (six) years from the award of the bid. Further, the Bidder agrees that the County, the State or its agents shall have the right to audit all records involving this contract.

- XIV. The Bidder receiving the award shall indemnify and hold harmless the County; its officers and employees from and against all claims, damages, losses, and expenses; including, but not limited to, attorney's fees, arising out of or resulting from the performance of the contract. The contractor shall take all reasonable precautions to prevent damage, loss of injury to self or County employees, and all persons at or around the site under their care.
- XV. The Bidder will be required to warrant that any materials or products provided or produced by the prime contractor or subcontractors, utilized in the performance of this contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the County, the County will promptly notify the contractor, and contractor, at its own expense must indemnify and defend the County against any loss, cost, expense or liability (including attorney's fees) arising out of such claim.

If such claim has occurred, or in the contractor's or the County's opinion is likely to occur, contractor must either procure for the County the right to continue using the material or product or replace or modify materials or products. If an option non satisfactory to the County is not reasonably available, the County shall return the materials or products at issue to the contractor on written request of contractor and at contractor's expense for returning the materials. This remedy is in addition to, and not exclusive of other remedies provided by law.

- XV. The Bidder is expected to fully meet the project deadlines as agreed upon in the contract resulting from the successful bid and implementation documentation agreed upon by both the contractor and County. Time is of the essence.
- XVI. Application for payment may be made in the form of a standard invoice. Applications shall contain a detailed itemized list of goods and services furnished against the specification. Payments under this contract will be made in the manner provided by law for payments of claim against the County.
- XVII. Benton County reserves the right to add or delete items from the bid with no penalties incurred by the County any time during the contract period.
- XVIII. The awarding of the bid is contingent upon successful negotiation of the associated contract between the County and the Bidder. The Bidder must, among other requirements, have the required general liability, professional liability insurance and automobile insurance throughout the period of the contract to cover the County's statutory limits (\$500,000 per claimant and \$1,500,000 per occurrence.) The County must be named as an additional insured. The Bidder will also submit acceptable evidence of compliance with worker's compensation insurance coverage requirements prior to execution of the contract.
- XIX. The Bidder will also be required to maintain at all times during the term of the Contract a performance and payment bonds in an amount equal to or greater than the Contract amount covering the Bidder's performance obligations and payment of labor and materials.

- a. **Performance Bond:** The successful Contractor shall furnish within ten (10) days of notification of award a Performance Bond in the amount of 100% of the proposed price, payable to Benton County as security for the faithful performance of the Contract. In the event that the contract is increased in cost, additional bonds may be required. The bond shall be issued by a corporation authorized to contract as surety in the State of Minnesota. An attorney in fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond. The surety and form of the bonds shall be subjected to the approval of the contracting authority. The awarded Contractor, upon failure or refusal to furnish within ten (10) days of notification the required Performance Bond, shall pay to the County, as liquidated damages for such failure or refusal, an amount in cash equal to the Performance Bond. Reasonable attorneys' fees, costs or disbursements may be awarded in an action to enforce claims under the act if the action is successfully maintained or successfully appealed. Minn. Stat. § 574.26.
- b. **Payment Bond:** The successful Contractor shall furnish within ten (10) days of notification of award a Payment Bond in the amount of 100% of the proposed price, payable to Benton County as security for payment as required by statute of all persons supplying labor and material. In the event that the contract is increased in cost, additional bonds may be required. The bond shall be issued by a corporation authorized to contract as surety in the State of Minnesota. An attorney in fact who signs a Payment Bond must file with the bond a certified copy of his/her power of attorney to assign said bond. The surety and form of the bonds shall be subjected to the approval of the contracting authority. The awarded Respondent, upon failure or refusal to furnish within ten (10) days of notification the required Payment Bond, shall pay to the County, as liquidated damages for such failure or refusal, an amount in cash equal to the Proposal Bond. Reasonable attorneys' fees, costs or disbursements may be awarded in an action to enforce claims under the act if the action is successfully maintained or successfully appealed. Minn. Stat. § 574.26.

XX. The Bidder understands that the County will retain ownership of all hardware, software, peripherals and intellectual property rights associated with the project.

XXI. The Bidder understands that

- i. the Bidder is obliged to ensure that any of its Staff who works on the Contract, in so far as such work is performed on Benton County's premises, observe Benton County's security procedures and internal rules. Benton County will periodically advise the Bidder about these procedures and rules.
- ii. Benton County is entitled to require certificates of good conduct to be produced in respect of the Bidder's Staff, at least three days before they start work on Benton County's premises.
- iii. Benton County may require Bidder to carry out and report the results of periodic security checks on members of the Bidder's Staff who are or are to be deployed on the Contract, in accordance with the rules usually applied by Benton County. Benton County is entitled to refuse to allow any person whose background is unsatisfactory to Benton County to work on the

Contract.

- iv. The Bidder also agrees that any and all employees of the company that will be performing work on the law enforcement side of Benton County's network could be required to submit to fingerprinting and criminal history checks, as well as any other pre-requisites deemed necessary considering the work proposed to be done.
- v. The Bidder will adopt and maintain commercially reasonable, industry standard or better policies and procedures for remote access, security and mobile devices, to minimize third party security risks. The Bidder shall also adhere to all Benton County remote access, security, mobile device or similar policies and other requirements. The Bidder is required to ensure that all Vendor employees and/or agents abide by Benton County; then-current remote access and security requirements, including such restrictions that will prevent or limit the storage or remote access to data of Benton County.

XXII. The Bidder will be expected to warrant the HVAC Chiller to operate in all material respects as specified in the attached documentation. Contractor shall be responsible for correcting any material defects. Bidder understands that any contract entered into shall be subject to the following provisions:

- a. Minnesota Government Data Practices Act, Minn. Stat. Ch. 13: All data collected, created, received, maintained or disseminated, or used for any purposes in the course of Contractor's performance of an Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (the "Act"), or any other applicable state statutes and any state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. Contractor shall agree to abide by these statutes, rules and regulations as they may be amended.
- b. Record Retention and Audit Requirements, Minn. Stat. §16C.05: Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.
- c. Prompt Payment Act, Minn. Stat. §471.425
- d. Payment Terms: Payment terms shall be event based and negotiated with the successful vendor prior to contract signing. The County shall issue no payment until they have verified the invoice. The County shall retain at least 10% of all authorized payments until acceptance of the work is authorized.
- e. Venue and Jurisdiction shall be in the State of Minnesota: **Venue and Jurisdiction:** The parties agree that Minnesota is both the place of making of this Agreement and the place of performance of this Contract and shall be governed by and construed in

accordance with the laws of the State of Minnesota. All proceedings related to this Contract shall be venued in Benton County, in the State of Minnesota.

- f. Subcontractors: If Contractor's organization will use subcontractors, they must be identified. Contractor will not enter into any subcontract for performance of any of the services contemplated under this contract nor assign any interest in the contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Any assignment or subcontract that violates this provision will be void. The Contractor will be responsible for the performance of all subcontractors.
- g. Termination/Cancellation of Contract: Benton County may terminate the contract at any time for breach of contractual obligation, convenience, or non-appropriation of funds by providing the Contractor with a written notice of such termination. Should the County exercise its right to cancel the contract for such reasons, the termination shall become effective on the date as specified in the notice of termination sent to the Contractor.
- h. Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the Contractor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- i. Ownership of Work Product(s): Any work product, including but not limited to software programs, documentation, memoranda, correspondence, and/or files generated by the Contractor in the course of this work for the County is the sole property of the County. All work products must be surrendered to the County at the completion of the Contract. The Contractor shall prepare and maintain all record required by the County to substantiate the amount and types of services rendered and for other purposes. The County shall inform the Contractor of the need for and nature of all such records.
- j. Safety: Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning OSHA and all applicable state labor laws, regulations, and standards. The Respondent shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on the County because of the Contractor's, Subcontractor's, or supplier's failure to comply with the regulations.

XXIII. The Benton County considers all information, documentation and other materials (collectively, "Materials" or "Items") submitted in response to this RFP to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure and copying after the contract is awarded. By submitting a proposal, Bidder agrees to release Benton County from any liability resulting from Benton County's disclosure of such information.

If Bidder believes information submitted in response to this RFP to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota

Statute, Section 13.37 ("MGDPA"), Bidder must follow these instructions.

- a. Clearly and conspicuously mark any materials or emails believed to contain trade secret information;
- b. Enclose such materials in a separate envelope or separate email, which, itself, is clearly and conspicuously marked "Confidential."; and
- c. Include in the envelope or email an opinion for each document indicating the legal basis for regarding it as trade secret under the MGDPA.

Vendor also agrees to defend any action seeking release of the materials believed to be trade secret, and indemnify and hold harmless Benton County, its agents and employees, from any judgments or damages awarded against Benton County in favor of the party requesting the materials and any and all costs connected with that defense.

Additionally, Bidder understands and agrees that in the event a request is made under the MGDPA, Benton County shall notify Bidder of such request but under no circumstances shall Benton County be required to commence or defend any action to prevent the disclosure or copying of any materials, including materials which the Bidder believes to be trade secret or confidential.

BENTON COUNTY
SPECIFICATION FOR HVAC CHILLER PURCHASE

The following specifications are for the purchase of a HVAC Chiller for the Benton County Jail. The requirements of this contract will be as follows:

TERMS & CONDITIONS

The period of this agreement will encompass the time required to complete the HVAC Chiller project, or until cancelled by either party as permitted in contract.

This contract or any portion of this contract may be canceled with a thirty (30) day written notice given by the County without any penalties incurred by the County..

SHIPPING

All deliveries will be made to the Benton County Jail with delivery and installation dates to be negotiated and agreed upon by both the County and the successful Bidder.

Cost shall include delivery, installation, and training of County employees on use of the HVAC Chiller (assisted "on-site" with a qualified successful Bidder employee) at the Benton County Jail.

CONTRACT SPECIFICATIONS

This contract is a request for a fixed price on items specified and described below. All products containing hazardous substances must have a Material Safety Data Sheet sent with each order.

BENTON COUNTY JAIL – NEW CHILLER INSTALLATION

PART 1 - GENERAL

1.01 PROJECT OVERVIEW

A. **The scope of this project is to replace the existing HVAC chiller at the Benton County Jail with a new chiller of approximately the same size and tonnage as defined in this document.**

1.02 MANDATORY WALK-THROUGH

A. There shall be a mandatory onsite project review and site walk-through on **September 13, 2017 at 10:00 AM**. Project bids received from any contractors not in attendance shall not be accepted.

1.03 DESCRIPTION OF WORK

A. The contractor shall provide a new chiller as specified below and all installation and material to provide a completely functional chilled water system to replace the existing chiller.

Benton County Purchase of HVAC Chiller

- B. At a minimum, the contractor shall provide the following:
1. Contractor shall be responsible for removal and disposal of existing chiller per EPA guidelines.
 2. Contractor shall recover refrigerant and leave with customer for future use in tanks no larger than 50 lbs each to be provided by contractor.
 3. Contractor shall include all crane services, roofing if needed, any modifications of existing chiller roof rail system (curb) as needed.
 4. Contractor shall be responsible for all electrical wiring, sizing, length, and electrical components needed to provide main power to the new chiller as well as flow interlock / start- stop wiring.
 5. Contractor shall adapt the existing piping as needed to connect to the new chiller to include pipe insulation (same as existing), all fittings, and service drain connection located on the chiller side of the isolation valves.
 6. Contractor shall provide necessary glycol as needed to keep the concentration at 30% as well as labor to install. Any added glycol shall match existing.
 7. Contractor shall install Cottonwood Screens (supplied with chiller).
 8. Contractor shall install neoprene padding (supplied with chiller) between modified curb and new chiller.
 9. Any other extraneous devices, material or installation required to make the new system function per the scope intent.
- C. The installation of this project shall occur between November 1, 2017 and March 15, 2018.
- D. The control of the chiller shall be by the existing BAS Control System and shall be a separate contract.
- E. Separate Bid Items:
1. Isolation Valves – Provide and install new chilled water isolation valves in the event that the existing valves located outside next to the chiller are unable to close off properly.
 2. Water Balance – Water balance of the entire chiller water system, complete to each air handling unit. Adjust flow in system, including pumps, as required to meet the original plans and specifications. Provide documentation of balancing results. Note there is currently some issue with the chilled water flow to AHU's 2 & 6. Additional discussion shall take place during the walk-through.
 3. Two AHU Chilled Water Valves – The contractor shall provide and install two new temperature controls valves and by-pass leg isolation valves on AHU's 3 & 5. The valves shall match style of existing valves on other AHU's (none currently exist on AHU's 3 & 5).
 - a. The valves shall be selected for a 5 psi pressure drop and flows of 89 and 76 respectively.
 - b. The valves shall be modulating control valves capable of being controlled by the existing control system (0-10v, 4-20 mA). Coordinate with controls contractor.

1.04 QUALITY ASSURANCE

- A. **The new chiller shall be installed, and commissioned, by manufacturer authorized and trained personnel. Subcontractor shall have an in-place support facility within 2 hours response time of the site with technical staff, spare parts inventory, and necessary test and diagnostic equipment.**
- B. **A third party commissioning engineer under contract with the owner shall review all submittals, installing and start-up to ensure the contractor fulfills their contract requirements.**

1.05 AS BUILTS

- A. **General: Two (2) copies of the As-Builts shall be provided by the Contractor including a one line diagram showing any changes to the original system. As-builts shall be in an Adobe Portable Document Format (PDF file) format and scanned where necessary.**

PART 2 - PRODUCTS

2.01 NEW CHILLER

- A. The new chiller shall be a York 175 ton scroll compressor chiller, or equivalent.
- B. The chiller shall be a YLAA0175 or equivalent, with the following options:
1. Five (5) Year Compressor Warranty
 2. Unit Main Power Disconnect
 3. Internal Power Factor Correction
 4. Refrigeration Shut-Off Valves
 5. Hail Guards
 6. Sound Attenuation
 7. Neoprene Pad
 8. BACnet Communications
 9. Cottonwood Screens (field installed by contractor)

- C. Contact Information for York chiller :

Todd Courneya
Sales Engineer
Midwest Mechanical Solutions
8125 Lewis Rd.
Golden Valley, MN 55427
(952) 525-2073
Todd.courneya@mmstwincities.com

2.02 STANDARDS

- A. All materials shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.

End of Section

About us

Located in Central Minnesota, Benton County is part of the St. Cloud Metropolitan Statistical Area. Benton County is one hour north of the Twin Cities and one hour south of premier lake and resort areas.

The center of the County is the [City of Foley](#), the County Seat. Most of the County's larger communities ([St. Cloud](#), [Sauk Rapids](#), [Sartell](#), and [Rice](#)) are located on its western edge.

The largest city is [Sauk Rapids](#), which has over 12,000 residents. The part of St. Cloud that is located in Benton County includes about 6,400 residents. [Sartell](#)'s Benton County section includes over 2,000 people. [Rice](#), with a population of over 1200, is located on the northwestern edge of the County.

Quick Facts

Area: 408 Square Miles

Congressional District: 6

US Census Population (2010): 38,451

County Seat: Foley

Largest City: Sauk Rapids

EVALUATION CRITERIA

Primary evaluation criteria will consist of the following:

Application Functionality

The evaluation team will rate the Bidder response to each module of the “Technical Requirements” of this RFP. A requirement should be viewed as a minimum need that must be met by the Bidder. The evaluation team will review and compare each Bidder’s proposal to ensure that minimum base requirements, at the least, have been satisfied. Benton County may eliminate any Bidder who does not fulfill all requirements and/or does not propose an acceptable alternative or modification. All responses must indicate present capability. All responses designated as alternative or modified must be accompanied by a detailed explanation stating the commitment to meet the requirement and all pertinent information relative to the alternate or modification. An acceptable alternate or modification is one that the Benton County, at its sole discretion, deems satisfactory in meeting a requirement. Benton County may also, at its sole and absolute discretion, waive or convert a requirement to a desirable feature or may drop a requirement altogether from inclusion. After comparing each proposal as a whole against the needs of the Benton County Jail, the evaluation team will come to a consensus as to which Bidder’s proposal best suits the needs of the office. This Bidder’s proposal will be recommended as the preferred proposal.

Project Cost

The evaluation team will review the total cost for each system. The Bidder’s Cost Proposal should be included with the response on the Bid Price Document. The evaluation factors may include, but are not limited to, base price, cost of alternate responses or modified responses, annual maintenance, and training. Benton County reserves the right to adjust cost proposals to reflect factors that, in the County’s judgment, would result in more accurate costs for their environment. These factors may include, but are not limited to, extracting items that are not afforded in the allotted budget for this Project, reduction of number of personnel licensed for any application proposed, reduction or extraction of various hardware options, and/or reduction of total Project scope.

The selected contractor shall, upon successful installation and implementation of their solution, provide acceptance testing documentation which will enumerate the tasks to be carried out to ensure that the contractor's solution is completely functional and meets or exceeds the requirements of this RFP and subsequent contract. The selected contractor shall warrant, represent and assure that the hardware and software solutions and services proposed shall conform in all respects to the requirements of this RFP; as designed will meet the functional and performance standards contained in the RFP; and will meet or exceed the representations contained in the response for a period of twelve (12) months after acceptance testing and approval by the Benton County Sheriff's Office of the unmodified application products software and hardware package.

The response time for service under the Maintenance Agreements is important. Bidders should enumerate response time and any guarantees or warranties of the same, identifying how they plan to meet this objective.

BILLING

All invoices should be sent to the following address:

Benton County Property Management
531 Dewey Street
P.O. Box 129
Foley, MN 56329

CHECKLIST OF ENCLOSURES:

The following items must accompany this bid proposal:

_____ Bid Announcement
(Benton County Invitation to Bid, HVAC Chiller Sealed Bid)

_____ Bid Addendum
(If applicable)

_____ Warranties/Guarantees as applicable

_____ Name, address, website and/or email address, and telephone number of a contact person

_____ Description of response time for repair under maintenance agreement

_____ Attachments A to G as described in RFP

Any descriptive material necessary for the County to (a) determine whether a product offered meets the requirements of the specifications, and to (b) establish exactly what the Bidder proposes to furnish as to supplies and materials, must be enclosed with this Proposal.

The Bidder must acknowledge receipt of all the documents.

****THIS QUOTATION IS FOR THE PURCHASE OF A HVAC CHILLER FOR THE BENTON COUNTY JAIL- BENTON COUNTY RESERVES THE RIGHT TO, FOR ANY REASON, REJECT ALL QUOTATIONS. ****

ITEMS TO BE BID UPON FOR BENTON COUNTY
Contract Period: Through completion of HVAC Chiller
project

A. Required Bid

Total cost to replace the current Benton County HVAC Chiller for the Benton County Jail and cost for each of the Separate Bid Items as described in Contract Specifications above.

Financial proposals can be submitted in a variety of formats, but they must be able to be broken down and analyzed on a final cost basis.

Prices quoted on “new” items bid must be 100% out of the box new and unused equipment and parts, current manufacturer production model (will not accept used, remanufactured, newly manufactured, newly remanufactured etc.).

ATTACHMENT A - VENDOR OFFER SIGNATURE AND CERTIFICATION FORM

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the products and/or services described herein at the prices quoted in Bidder's proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The Bidder also certifies:

1. Its proposal is a valid and irrevocable offer for Benton County's acceptance for a minimum of 180 days from the Submittal Date and Time shown on the Title Page of this RFP to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its Proposal, if accepted, shall remain valid for the life of the contract.
2. It is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
5. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Bidder acknowledges that Benton County will rely on such statements, information and representations in selecting the successful vendor.
6. It is not currently debarred or suspended from doing business with the federal government, the state of Minnesota, or any of their respective agencies.
7. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal, including but not limited to, representations as to price, performance, and financial terms.
8. Submission of a proposal indicates the Bidder's acceptance of the evaluation technique and the Bidder's recognition that some subjective judgments may be made by Benton County as part of the evaluation.
9. It understands and agrees that Benton County will not treat any information, document, or materials submitted by Bidder as confidential unless Bidder strictly adheres to the procedures set forth in this RFP and that such information, documents, or materials not conforming to the conditions set forth in the RFP will be governed by Benton County and Minnesota Data Practices Act (MN Statue Section 13.37). Bidder further agrees that Benton County may disregard confidentiality notices on fax coversheets and email headers/footers as well as copyright designations that accompany or are contained on material or documents submitted as part of Bidder's proposal, it being understood and agreed that all material and documents not conforming to the procedures set forth in the RFP will be governed by Benton County and Minnesota Data Practices Act (MN Statue, Section 13.37).

Vendor Name: _____
(Please type or print name of company)

Street Address: _____

Agency: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

I certify that I am a duly authorized representative of the vendor listed above. Benton County is hereby authorized to request from any individual or company any information it deems necessary to verify any information provided by Bidder in its proposal and to determine the capacity and responsibility of Bidder as a prospective contractor with Benton County.

Signature: _____
(Must be signed in full in ink by an officer of your company)

Name: _____
(please type or print)

Title: _____
(please type or print)

Date: _____

ATTACHMENT B – BIDDER PROFILE

1. Legal name of the Bidder:
2. Address of office which will fulfill this Contract:
3. Federal ID number:
4. Type of Operation: Individual Partnership Corporation Government
5. Can the Bidder provide, upon request, certificates of insurance listed as required in the RFP?
 Yes No
6. Is the Bidder currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and direction terms.
 Yes No
7. Are there any past or pending litigation or claims filed against Bidder? If yes, please provide details of each including any affect they may have on the Bidder’s performance.
 Yes No
8. Is Bidder currently in default on any loan agreement or financing agreement with any bank, financial institute, or other entity? If yes, specify date(s), details, circumstances and prospects for resolution.
 Yes No
9. Does any current relationship whether a relative, business associate, capital funding agreement or any other such kinship, exist between Bidder and any Benton County employee or official? If yes, please explain relationship.
 Yes No
10. Are there any circumstances impacting Bidder that could affect Bidder's ability to perform under any award made through RFP process? If yes, please explain both the circumstances and impact.
 Yes No
11. Please provide a brief overview of the Bidder’s history and relevant experience working within Minnesota.

12. List any neighboring agencies that are currently utilizing the Bidder’s proposed solution.

13. Describe any installation options provided by the Bidder for its proposed solution including advantages for each.

Benton County Purchase of HVAC Chiller

14. Describe how Benton County will benefit most with the Bidder's proposed solution?

15. Provide a short description of any additional value can the Bidder provide over its competition.

16. Include any relevant marketing material that might help provide additional clarification or information about the Bidder that could be used to aid Benton County in the decision making process.

ATTACHMENT C – DESCRIPTION OF SERVICES

1. Provide a statement of the project approach, any unique benefits, and other considerations.

2. Provide an estimate of the earliest start date following execution of a contract.

3. Submit a work plan with key dates and milestones. Response should include:
 - 3a. Identification of tasks to be performed by Bidder.
 - 3b. Identification of tasks to be performed by Benton County.
 - 3c. Timeframes to complete performance of the identified tasks or expected timeframe in which the project would be completed.
 - 3d. Implementation strategy including transition plan if necessary.

4. Provide summary resumes for proposed project team members or assigned staff, including their specific experiences with similar projects, qualifications and special expertise, and number of years with your company.

ATTACHMENT D – GENERAL TRAINING GUIDELINES

The Bidder shall provide for End User training. Training is defined as those hours specifically set aside for the sole purpose of training and not time spent providing instructions to Benton County staff prior to final inspection and acceptance. The training should provide users with an understanding of how to best integrate and configure the system, assist them with development of skills necessary to take full advantage of the system's functions and features, and provide them with a working knowledge of the system as it relates to their daily job functions and the procedures of the department. The agenda of training should include, but not be limited to, installation and upgrades, configuration, administration and maintenance of the system, system failure, backup and recovery procedures, data and program backup procedures. It is expected that all system training will be provided on-site.

Provide a detailed written description that explains how the training provided will satisfy the needs of Benton County while adhering to the guidelines listed above.

ATTACHMENT E – VENDOR/SOLUTION PROVIDER CONTACT DATA

This section is for Bidders to enter the information for the various partners and associated vendors they are recommending for the core products they are proposing. This also includes the proposed peripheral hardware recommendations for the associated systems to support the applications proposed.

While this may not be the final contractual list of providers, it must reflect the Bidder’s best representation of the final architecture as understood currently.

Prime Contractor:

Information	
Company Name:	
Address:	
Address:	
Contact Name:	
Contact Title:	
Office Phone:	
Email:	
Comments:	

Sub-contractor:

Information	
Company Name:	
Address:	
Address:	
Contact Name:	
Contact Title:	
Office Phone:	
Email:	
Comments:	

Sub-contractor:

Information	
Company Name:	
Address:	
Address:	
Contact Name:	
Contact Title:	
Office Phone:	
Email:	
Comments:	

Sub-contractor:

	Information
Company Name:	
Address:	
Address:	
Contact Name:	
Contact Title:	
Office Phone:	
Email:	
Comments:	

Sub-contractor:

	Information
Company Name:	
Address:	
Address:	
Contact Name:	
Contact Title:	
Office Phone:	
Email:	
Comments:	

Other Vendor:

	Information
Company Name:	
Address:	
Address:	
Contact Name:	
Contact Title:	
Office Phone:	
Email:	
Comments:	

ATTACHMENT F – BIDDER REFERENCES

DETAIL REFERENCES - PLEASE LIST MINNESOTA AGENCIES IN A LIVE STATE BELOW:

REFERENCE (1):

Customer Name:

Address:

City:

State:

Zip:

Contact Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed:

REFERENCE (2):

Customer Name:

Address:

City:

State:

Zip:

Contact Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed:

REFERENCE (3):

Customer Name:

Address:

City:

State:

Zip:

Contact Name:

Telephone:

Fax:

E-Mail:

No. of Years Installed:

Attachment G
BENTON COUNTY
BID PRICE DOCUMENT
TOTAL BID

Total bid price of proposed HVAC Chiller with features as listed in Contract Specifications:_____

Price of Separate Bid Item 1, Isolation valves:_____

Price of Separate Bid Item 2, Water Balance:_____

Price of Separate Bid Item 3, Two AHU Chilled Water Valves:_____

Signature and Title

Date

FOR ANY ADDITIONAL ADD-ONS WHICH MAY BENEFIT THE COUNTY, PLEASE FEEL FREE TO PROVIDE PRICING AND OPTIONS PER MODEL ON A SEPARATE PAGE.

List of items/supplies not covered in bid:

Signature & Title

Date

Contact Name:_____

Business Name: _____

Business Address: _____

Telephone/Fax: _____

Email Address: _____