



Request for Proposal

**Replacement of Water Heater
and Backflow Device**

Bid Closing Date

March 16, 2020

2:00 PM CDT

Submitted By

Warren County Commission
101 Mockingbird Lane, Suite 300
Warrenton, MO 63383

Public Notice

The Warren County Commission is accepting sealed proposals for the replacement of a water heater and backflow device at the Warren County Justice Center located at 104 West Main, Warrenton MO, 63383.

Proposals are due by 2:00 PM Central Daylight Time (CDT) on Monday, March 16, 2020, after which time proposals will no longer be accepted.

Proposals will be opened at 101 Mockingbird Lane, Suite 300, Warrenton MO on Monday, March 16, 2020 at 2:00 PM (CDT).

Copies of the Request for Proposal (RFP) may be obtained at the office of the Warren County Clerk. 101 Mockingbird Lane Suite 301, Warrenton, MO 63383. Monday-Friday 8:00 AM CDT to 4:30 PM CDT. The RFP is also available at the Warren County website site (www.warrencountymo.org) in Adobe Acrobat (PDF) format.

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General

A. Background & Project Description

Warren County is soliciting competitive sealed proposals for replacement of a water heater and backflow device at the Warren County Justice Center at 104 W Booneslick Road, Warrenton MO 63383.

The project is sales tax exempt.

Anticipated time-frame to have the scope of work complete is within 60 days of awarding the contract. The Warren County Justice Center will remain in operation throughout the duration of the project and no area shall be made exclusively available to the Proposer for the performance of work. All work times should be coordinated with County Representatives.

Scope of Work

B. Water Heater Replacement

- a. Replace the complete Armor water heater with a new unit of the same size/capacity.
- b. Disconnect and/or reconnect all services as required for the removal of the existing unit and installation of the new unit – including the water lines, condensate drain, vent, make up air, and electrical wiring.
- c. Contractor must submit specifications and/or product data for all products for County approval prior to purchase/release of order.
- d. Contractor should salvage all operable parts/components from the existing water heater that could be utilized for future repair of the new water heater.
- e. Contractor will reuse existing flow switch and turn over new flow switch for future replacement by the County.
- f. Contractor shall perform factory start up of the new heater.
- g. New heater shall have a (1) year labor warranty, (1) year part warranty, and (5) year heat exchanger warranty from the date of factory start up.
- h. Contractor will be responsible for proper and legal disposal of removed water heater.
- i. Contractor will be responsible for all clean up and trash disposal for own work.
- j. Provide all supervision, labor, tools, equipment and materials to complete the work.
- k. Perform all freight, unloading, loading, distribution and hoisting of materials.
- l. Contractor will be responsible to protect and/or relocate any furniture, shelving, etc. as required to complete this scope of work.

C. Backflow Device Replacement

- a. Replace the 2" Watts 009M2 backflow device that is currently not repairable with same make and model device.

Submittal Requirements / Proposal Format

- D. All interested contractors shall submit two (2) hard copies of their proposal. The proposal should include the following information:
1. Project Cost (Bid Amount)
 - Breakout Cost for Water Heater Replacement
 - Breakout Cost for Backflow Device Replacement
- E. All Proposers shall complete the Bid Certification Form. **See Appendix A.**

Proposed Schedule

Date/Time Frame	Task
February 13, 2020	Release of RFP
March 2, 2020	Site Visits
March 9, 2020	Deadline for clarifications or exceptions
March 16, 2020	Bid Deadline 2:00 PM CDT
March 16, 2020	Bid Opening 2:00 PM CDT
March 23, 2020	Bid award
April 15, 2020	Project Start
April 17, 2020	Project completion and acceptance

Miscellaneous

F. Terms and Conditions

- a. All responders to this RFP must agree to the terms and conditions as outlined in this RFP. Any exceptions must be included in the submitted response.

G. Responder's Understanding of RFP

- a. By submitting a response to this RFP, the responder affirms they have read and understand the RFP and agrees to its terms and conditions. They County reserves the right, at its sole discretion, to determine whether the responder has demonstrated such understanding, and to disqualify any responder who demonstrates less than such understanding. That right extends to cancellation of the award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the County.

H. Communications

- a. Responders with questions about the meaning of any part of this RFP, and or any errors or omissions in this RFP shall submit their questions, error identifications or concerns via E-mail by March 9, 2020. See Schedule Section above.

Denise Stotler, County Clerk
Warren County Administration Building
101 Mockingbird Lane, Suite 302
Warrenton, MO 63383

- b. If the responder does not ask questions or request clarifications, the County will assume the responder agrees with, and understands the County's requirements.
- c. The County reserves the right to contact responders for clarification after proposals are opened.

I. Right to Change RFP

- a. Warren County reserves the right, at any time, to amend, supplement, withdraw, or otherwise change this RFP.

J. Right of Selection and Rejection

- a. The County reserves the right to accept any complete response, or portion thereof, or to reject all responses. The County reserves the right to waive any minor informalities or irregularities contained in any proposal. Selection of a responder solution shall not be construed as an award of contract, but as commencement of the contract negotiation, including but not limited to the contract price proposed. The County makes no commitment and is not obligated to any respondent.

K. Withdrawal of Proposal

- a. Any responder may withdraw its proposal, by written request only, at any time prior to the proposal due date/time. No proposal may be withdrawn for a period of (60) days after the proposal due date/tune,

L. Public Records and Ownership

- a. All information and other materials submitted in response to this RFP shall become the property of the County and subject to public disclosure under the Missouri Sunshine Law.

M. Insurance

- a. The selected responder will be required to purchase and maintain insurance during the term of the contract, insurance as described in **Appendix B Insurance Requirements** and agrees to the indemnification agreement therein.
- b. The selected responder shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the contractor.

N. Verification of Insurance

- a. The selected responder shall furnish the County with certificates of insurance, to include policy endorsements and exclusions, affecting required coverage. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the County as an additional insured.

- b. The certificates and endorsements/exclusions are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, and endorsements/exclusions, at any time.

O. Subcontractor

- a. The selected responder shall include all subcontractors as insured under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

P. RFP Compensation

- a. The County will not be responsible for any costs incurred by a responder, or parties they represent, in preparing, delivering, or presenting responses for this RFP.

Q. Compliance

- a. The responder awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

R. Non-Endorsement

- a. The selected responder agrees that if selected to supply products and/or services to the County, the responder will not make reference to the County in any literature, promotional material, advertising media, brochures, sales presentation or the like without the express, prior written consent of the County.

S. Site Preparation/Delivery and Clean Up

- a. The responder shall note in their proposal any special site preparation requirements i.e. environmental considerations, and or storage requirements of equipment and supplies.
- b. Responder is responsible for removal of all packaging material and debris at the end of each workday as well as at the end of the project.

T. Payment

- a. Warren County agrees to pay 50% of the total bid quote down at the execution of the contract with the remaining 50% balance to be paid upon completion and acceptance of the fully functional system as outlined in this RFP.

U. RFP Submission Requirements

- a. Bid Packet/Proposals shall be mailed in sealed envelopes to the following address:
Warren County Administration Building
Water Heater/Backflow Device
Attn: Denise Stotler
101 Mockingbird Lane, Suite 301
Warrenton, MO 63383
- b. Faxed or emailed bids are not acceptable.
- c. Bid deadline is March 16, 2020 at 2pm.
- d. The County is NOT responsible for submissions that are not properly labeled/identified.

Appendix A - Bid Certification

By submitting this proposal, the potential contractor certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and are included in the proposed cost.
3. The labor costs, direct and indirect, have been determined and are included in the proposed cost.
4. The potential contractor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services.

Vendor: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

EMAIL Address _____

Federal Employer Identification Number: _____

Signature: _____ Title: _____

Typed Name: _____ Date: _____

Appendix B - Insurance Requirements

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Contractor or any of its Support.

All insurance shall be issued by companies admitted to do business in the State of Missouri and have a rating of A-, or better in the most recently published edition of Best's Reports unless otherwise approved by the County.

The Service Provider/Contractor shall provide proof of insurance for:

1. Commercial General Liability Insurance coverage limits not less than:

\$ 1,000,000 per occurrence per project

\$ 2,000,00 general aggregate

\$ 1,000,00 product & completed operations aggregate

\$ 1,000,00 personal and advertising injury, each offense

Certificate Holder-Warren County

The certificate must name Warren County as an additional insured

2. Workmen's Compensation Insurance as required by the State of Missouri

The Service Provider/Contractor shall furnish Warren County a Certificate of Insurance to include the Policy Endorsements/Exclusions as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Warren County for personal injury, including death, and property damage. Contractor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Warren County.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Contractor shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.