



HAPO CENTER™

RFP Title: HAPO Center Arena HVAC Replacement/

Installation RFP Number: 2024-HC-01-Amendment 001

RFP Timeline

- Posted Date: March 28th, 2024.
- Site Visit: April 15th- 17th, 2024
- Deadline for Questions: April 26th, 2024
- Final Answers Posted: May 10th, 2024.
- Proposal Due Date: 2pm local time – May 22nd, 2024
- Expected Award Date: June 7th, 2024.

1. Overview

a. Introduction

The HAPO Center, located in Pasco, Washington, serves as a pivotal hub for community gatherings, events, and activities. As a cornerstone of our community, it is imperative that the facility maintains optimal comfort and functionality for all occupants. To ensure this, we are seeking proposals from experienced and qualified contractors for the design, demolition, installation, and upgrade of the HVAC (Heating, Ventilation, and Air Conditioning) system within the HAPO Center Arena, and several meeting rooms.

b. Background:

The HAPO Center has been an integral part of the Pasco community for several years, hosting a diverse range of events including concerts, conferences, trade shows, and sporting events. Over time, the existing HVAC system has exhibited signs of inefficiency, inconsistency, and decreased reliability, leading to discomfort for occupants and increased operational costs for the facility management.

c. Objective:

The primary objective of this project is to modernize and optimize the HVAC system at the HAPO Center Arena, and meeting rooms to ensure superior comfort, energy efficiency, and reliability. The selected contractor will be responsible for conducting a comprehensive assessment of the existing system, designing a customized solution tailored to the specific needs of the facility, executing the demolition and installation process with minimal disruption to ongoing operations, and providing necessary upgrades to enhance performance and efficiency.

d. Proposal Deadline/submission

- The deadline for receipt of proposals is May 15th, 2024, by 2pm local time.
- All proposals must be submitted electronically via email to the County Administrator:

Mike Gonzales
County Administrator
mrgonzalez@franklincountywa.gov.

- The subject line of the email should clearly state: "RFP Submission: [Project Name] - [Your Company Name]."
- Proposals must be attached as PDF documents. Any additional supporting materials should also be included as separate PDF attachments.

e. Proposal Preparation Instructions and Information Required:

In order to facilitate the review process and obtain the maximum degree of comparison, proposals should include the following information presented in the order and format shown below:

Title Page: Show Request for Proposal (RFP) subject, name of Respondent firm, address, telephone and fax numbers, name of contact person and date of submission.

Transmittal Letter: A one- or two-page summary stating the Responder’s understanding of the work to be done and making a positive commitment to perform the work described in the SOW.

Table of Contents: A clear identification of the material by section and page number.

Qualifications and Experience of Staff: Include a list of key personnel to be used for this work and their experience & qualifications. Key personnel include Project Manager, Contract POC, and any personnel assigned.

The Responder/Responders must include a statement in the proposal to the effect that “the key personnel assigned to this project as described in this proposal will not be removed from the Project without prior approval of the Franklin COR.”

Qualifications and Experience of Firm: Company experience, which is relevant to the proposed work. Please include no more than 3 Past Performance References to projects of similar size, scope, and complexity.

Past Performance References shall include:

- Customer/Project Name
- Customer POC (Name, Phone, Email, Position)
- Brief Description of Project
- Dollar Value
- Description of similarity to this project.

Methodology to complete Scope of Work: Submit a proposed methodology and timeline to source, install, and complete all items and aspects of the SOW (see Exhibit A)

Cost Proposal: Your price proposal shall include the following items:

- An itemized cost statement showing costs delineated by specific material and labor.
- An itemized listing of all other expenses or fees that are anticipated.
- A Project Timeline including estimated date of completion.
- Proposed payment terms required by your firm.

f. Site Visit

The County recognizes the importance of a bidder’s ability to visit and inspect the site location. To facilitate a proposer’s ability to submit the best possible proposal anyone wishing to schedule a site visit may do so by scheduling an appointment with the County Administrator.

Site Visits will be scheduled during normal business hours between April 15th and April 17th. Please submit the following information via email no later than COB April 11th, 2024. After receipt you will receive a confirmation of your scheduled site visit time.

- Company Name
- Name(s) of attendees.
- Preferred Visit Date and Time

**No questions will be answered during the site visit.

g. Questions Regarding the Project

Requests for interpretation/clarification of this RFP must be emailed to Mike Gonzales at mrgonzalez@franklincountywa.gov no later than COB April 26th, 2024. Unauthorized contact with other Franklin or facility employees regarding this RFP may result in disqualification. All oral communications will be considered unofficial and non-binding to Franklin County.

All responses will be posted on the Franklin County web site at:

<https://www.franklincountywa.gov/447/Bid-Opportunities> NLT COB May 3rd, 2024.

2. Evaluation Procedures

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, Franklin County may select other than the lowest cost solution and will select the proposal deemed to be in the best interest of the County.

a. Evaluation Criteria:

The proposals will be evaluated on the basis of the following criteria.

Responsiveness of the proposal in clearly stating an understanding of the work to be performed, and the methodology to complete the scope of services.	15%
Reasonableness of overall time estimates as well as the time estimates for each major section of the work to be performed.	15%
Qualifications and experience of Responding firm, and their key personnel.	15%
Relevancy & Rating of Past Performance References.	15%
Cost of Project, and reasonableness of payment terms	40%

b. Potential Interview:

Franklin County reserves the right to conduct post-evaluation interviews with some or all candidates if deemed necessary. Interviews may be necessary because multiple candidates' submissions are deemed strong. Such interviews may be conducted to further evaluate qualifications, clarify submitted information, or gather additional insights deemed necessary by the County.

3. Acceptance/Rejection of Proposals

Franklin County reserves the right to reject any and all proposals, whether or not within applicable cost limits, and to waive any information in the proposals received, whenever such

rejection or waiver is in the best interest of the County. In the event of disagreement or grievances regarding contract, it is the County policy to resolve all contractual issues per adopted Procurement Policy.

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4. Reports Required

The Respondent/Respondents shall provide at least monthly (or more often if requested by the Franklin COR) reports on the progress of the work.

a. Contract

Prior to any binding agreement with the successful Respondent(s) for services under this RFP, the successful Respondents will be required to enter into a subsequent Contract for the requested services under this RFP. This RFP does not constitute an obligation or agreement on the part of Franklin County. A Firm Fixed Price (FFP) contract is anticipated. It provides for the procurement of services on the basis of total contract price.

b. Governing Law

This RFP and the project identified shall be subject to the laws and statutes of the State of Washington, Franklin County and the City of Pasco. The proposer consents to the jurisdiction of Franklin County.

c. Period of Performance

Any contract let from this RFP shall be in effect upon the date of award and shall continue to be in effect until the termination of the Contract. It is anticipated that the Project will require no more than 365 days to complete.

d. Key Personnel

The personnel specified in the Responder/Responder's proposal are considered to be essential to the work being performed hereunder. Prior to changing any of the individuals specified in the proposal, the Responder/Responders shall notify the County Administrator reasonably in advance and submit a justification for the proposed substitutions in sufficient detail (including names, titles and résumés) to permit the evaluation of the impact on the quality of work performed. No personnel changes shall be made by the Contractor without the prior written consent of the COR.

e. Payment and Submission of Invoices

Payment for work performed under the contract shall not exceed the agreed upon amount, unless otherwise agreed upon, in writing, by both parties. Payment shall be made to the

contractor based on progress achieved. The contractor must submit each invoice in sufficient detail to document progress. Invoices will not be accepted on more frequent intervals than once a month. Invoices requesting payments shall be prepared and submitted in duplicate and contain the following information: contract number, detailed description of services, and total cost.

In the event of abandonment of the work or termination of the contract for any cause, under the respective sections of the contract, the terms of any settlement shall be subject to approval by a County Officer or designee. The County shall not disburse monies after giving notice of abandonment or termination. A settlement may be reached to include may include restitution of funds disbursed for services not performed.

5. Terms and Conditions

a. Contractor's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the proposer and shall not be chargeable in any manner to Franklin County.

b. Completeness of Proposal

The proposer must submit a completed Proposal signed by a Contractor representative authorized to bind the proposing firm contractually. The proposer must identify on the form any exceptions the proposer takes to the Franklin County RFP, or declare that there are no exceptions taken.

c. RFP Amendments

Franklin County reserves the right to request any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Franklin County reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The County also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the proposer's responsibility to check the Franklin's website <https://www.franklincountywa.gov/447/Bid-Opportunities> for the issuance of any amendments prior to submitting a proposal response.

d. Insurance Requirements

The selected Offeror shall procure and maintain for the duration of its Contract awarded pursuant to this RFP insurance against claims for injuries or damages to property, which may arise from or in connection with the performance of the work by the Offeror, his agents,

representatives, employees, or subcontractors. The Offeror shall pay the cost of such insurance. Insurance shall meet or exceed the following unless otherwise approved by Franklin.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate.
2. Stop Gap/Employers Liability coverage with limits not less than \$ 2,000,000 per accident/disease.
3. Business Automobile Liability coverage with limits not less than \$2,000,000 per accident for any auto.
4. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington/

B. Self-Insured Retentions- Self-insured retentions must be declared to and approved in writing by Franklin County.

C. Other Provisions-Commercial General Liability policies shall be endorsed to:

1. Include the Franklin County, its officials, employees, and volunteers as additional insured.
2. Provide that such insurance shall be primary as respects any insurance or self- insurance maintained by Franklin County.
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has be given to Franklin County.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to Franklin County.

E. Verification of Coverage

The offeror awarded a contract under this RFP shall furnish Franklin County with certificates of insurance required herein. The certificates are to be received and approved by Franklin County before work commences. Franklin County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Subcontractors hired pursuant to this RFP must provide coverage, which compiles with the requirements state herein.

e. Equal Opportunity Requirements

Franklin County is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity. The contractor, in the performance of the Contract, agrees not to discriminate in its employment because of the employees or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.

f. Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a Contract shall comply with Federal, State, and local laws, statutes and ordinances relatively 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.

g. Ownership of Documents

All documents, reports, studies, conclusions, and summaries prepared by the proposer shall become the property of Franklin County.

h. Confidentiality of Information

All information and data furnished to the Contractor by Franklin County and all other documents to which the proposer's employees have access during the term of the Contract, shall be treated as confidential to Franklin County. Any oral or written disclosure to unauthorized individuals is prohibited.

i. Hold Harmless

The Contractor shall hold harmless, defend, and indemnify Franklin County and its officers, agents, and employees against any liability, claims, damages, losses, or expenses, including but not limited to legal fees and costs, arising from or related to the Contractor's failure to provide adequate worker's compensation coverage or liability coverage in connection with the performance of HVAC design and construction services under this contract. This indemnification obligation extends to any claims alleging bodily injury, property damage, or other harm resulting from the Contractor's actions or omissions in providing HVAC design and construction services. The Contractor agrees to promptly notify Franklin County of any claims or potential claims and shall assume full responsibility for the defense and settlement of such claims at its own expense. This indemnification provision shall survive the termination or expiration of this contract.

j. Safety

All applicable regulations pertaining to safety, the Contract Manager shall strictly adhere to Occupational Safety and Health Act (OSHA) standards and regulations. Care shall be exercised in connection with the operation of the vehicle and other equipment on the site.

k. DEBARRED

The selected contractor must sign a Certification Regarding Debarment and Suspension stating that they are not presently debarred or suspended or declared ineligible for the award of contracts by any Federal, State or local Government.

Exhibit A

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-----Statement of Work (SOW)-----

Scope of Work: HVAC Installation Project with Engineering

1. Introduction: This document outlines the comprehensive scope of work for the installation of a new HVAC system, including demolition of existing equipment, upgrading the electrical system, and ensuring compliance with Washington State Clean Buildings Performance Standard and all other relevant codes. Additionally, it encompasses the engineering aspects required for the successful implementation of the project.

2. Project Overview: The project aims to replace the existing HVAC system with a new, energy-efficient system compliant with Washington State Clean Buildings Performance Standard. The scope includes demolition of the old system, upgrading the electrical infrastructure, and installing the new HVAC system, with a strong emphasis on engineering design and analysis.

3. Engineering Design Phase:

- Conducting a comprehensive site survey to assess existing conditions and identify design constraints.
- Performing load calculations to determine heating and cooling requirements for the building.
- Engineering design of the new HVAC system, including:
 - Selection of appropriate equipment based on load calculations and energy efficiency criteria.
 - Designing ductwork layout and sizing to optimize airflow and distribution.
 - Sizing and placement of air handling units, condensing units, and ventilation systems.
 - Designing control systems for optimal operation and energy management.
- Incorporating energy modeling to evaluate system performance and ensure compliance with Washington State Clean Buildings Performance Standard.

- Preparation of detailed engineering drawings, specifications, and plans for construction.

4. Demolition Phase:

- Removal of existing HVAC equipment as per the engineering design specifications.
- Safe disposal of demolished materials in compliance with environmental regulations.
- Coordination with the engineering team to ensure proper documentation of demolition activities and any unforeseen conditions encountered.

5. Electrical System Upgrading:

- Collaboration with electrical engineers to assess the existing electrical system and develop plans for upgrading.
- Detailed engineering design of electrical upgrades, including:
 - Sizing and routing of new wiring to accommodate the new HVAC system.
 - Selection and installation of electrical panels, breakers, and disconnects.
 - Integration of HVAC control systems with the electrical infrastructure.
- Oversight of electrical installation to ensure compliance with Washington State electrical codes and engineering design specifications.

6. HVAC System Installation:

- Procurement and installation of HVAC equipment specified in the engineering design, ensuring compliance with energy efficiency standards.
- Installation of ductwork, piping, and other components according to engineered drawings and specifications.
- Coordination with subcontractors and vendors to ensure timely delivery and installation of equipment.
- Verification of equipment performance and functionality during installation to address any discrepancies with the engineering design.

7. Compliance Assurance:

- Continuous monitoring of construction activities to ensure compliance with engineering design specifications and regulatory requirements.
- Documentation of engineering calculations, drawings, and specifications for regulatory approval and project records.

- Coordination with regulatory authorities for inspections and approvals as required, providing necessary engineering documentation and support.

8. Safety Measures:

- Implementation of engineering controls to mitigate safety risks associated with construction activities.
- Review of engineering designs to incorporate safety features and ensure compliance with OSHA regulations.
- Provision of safety training and resources for workers to promote a safe working environment.

9. Project Management:

- Appointment of a dedicated project manager with engineering expertise to oversee the entire project lifecycle.
- Regular coordination meetings with the engineering team, contractors, and stakeholders to monitor progress and address any technical issues.
- Utilization of project management tools and software to track engineering deliverables, milestones, and budgetary constraints.

10. Documentation and Handover:

- Compilation of comprehensive engineering documentation, including design calculations, drawings, specifications, and as-built records.
- Preparation of operation and maintenance manuals for the new HVAC system, incorporating engineering recommendations for optimal performance.
- Conducting final walkthroughs and commissioning activities to verify system functionality and provide training to facility management personnel.
- Handover of all engineering documentation, permits, warranties, and regulatory approvals to the client upon project completion.

----- **END Statement of Work (SOW)** -----