

REQUEST FOR PROPOSALS

Sealed Proposals will be received by the Board of County Commissioners of Brown County, at Georgetown, Ohio, at the Office of the Clerk of the Board in the County Administration Building, 800 Mt. Orab Pike, Suite 101, Georgetown, Ohio, 45121 until 9:00 a.m. on January 30, 2023 for:

9-1-1 Communication Center HVAC Replacement

- RFP responses shall be received by Monday, January 30, 2023 at 9:00 a.m.

Proposal procedures, times of completion, and bonding requirements shall be as detailed in the Information for Proposers.

The right is reserved to reject any and all Proposals. The Contract will be awarded to the lowest and best Proposer.


- **Proposals will be opened and read during the regular session at 10:00 a.m. on Monday, January 30, 2023.**
- **By order of the Board of Brown County Commissioners**

DATED: 1/9/23

ATTEST: 

Clerk of the Board






Brown County Commissioners

Approved for publication in the Brown County Press, on January 9, 2023.

INTENT

The intent for this Request for Proposal (RFP) is to select a qualified supplier and award a contract for the purchase, installation, and decommission of old equipment and on-going maintenance of a replacement Heating, Ventilation, and Air Conditioning (HVAC) System for Brown County 9-1-1 Communications Center that is compatible with the existing Liebert Uninterruptible Power Supply System: both are Liebert Nfinity units.

BACKGROUND

The Brown County Communications Center is a full-service Public Safety Answering Point and countywide emergency dispatch center. The existing HVAC system supports, Data/Voice/Video/LMR network communication for all of Brown County.

Existing HVAC Systems and Equipment Components

The existing Liebert Challenger 3000 Air Model #BU060E-CAM1009 is located in the Telecommunications Equipment room at the 9-1-1 Communications Center. The corresponding condensing unit is located just outside the center.

INFORMATION TO PROPOSERS

Responses

- Each PROPOSAL must be submitted in a sealed envelope addressed to the Brown County Commissioners
- Each sealed envelope containing a PROPOSAL for 9-1-1 Communication Center HVAC Replacement should bear on the outside the name of the PROPOSER, his address, license number if applicable, and the name of the project for which the PROPOSAL is submitted.
- If forwarded by mail, the sealed envelope containing the PROPOSAL must be enclosed in another envelope addressed to the Brown County Department of Public Safety, 9-1-1 Communications Center at the Brown County Commissioners, Administration Building.
- Number of copies: Proposing vendors shall submit three hard copies and one soft copy to Brown County Department of Public Safety, 9-1-1 Communications Center.
- Hard Copies can be sent to:

Brown County Commissioners Office

Administration Building
800 Mt Orab Pike, Suite 101
Georgetown, Ohio 45121

- Soft Copies shall be saved to a flash drive and submitted in the same package as the hard copies.
- All communication regarding this RFP shall be directed to Barbara Davis, bdavis@browncountyohio.gov, Office: 937-378-1658 or Cell: 513-748-7788.
- Questions about this RFP shall be fielded until Monday January 30, 2023 at 9:00 a.m.
- All vendors shall respond to each element of this RFP in order to be considered for a contract award.

It is hereby understood that the PROPOSER has read and fully understands each and every clause embodied in the Contract. After PROPOSALS have been submitted, the PROPOSER shall not assert that there was a misunderstanding concerning the quantities or nature of the work to be done.

The Performance Bond for this Prevailing Wage Project is:

The successful Bidder will be required to furnish a corporate surety bond, made payable to the Board of County Commissioners, Brown County, for one hundred percent (100%) of the total amount of the contract price as a guarantee that if the proposal is accepted, a contract will be entered into and for the faithful performance thereof.

The submitted bond must be issued by a company licensed to conduct business in the State of Ohio.

General Conditions and Instructions to Proposers

The Board of County Commissioners reserves the right to reject any or all bids and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in extending the total amount of the bid, the unit price will govern.

Brown County, Ohio is an equal business opportunity governmental entity and recognizes that small businesses promote employment and economic growth. The County encourages the participation of small businesses on County projects.

Payment for the project shall be made in two payments, one for the equipment cost once the equipment is verified received and a second at the completion of the project when accepted by the Brown County Department of Public Safety, 9-1-1 Communications Center, and submission of a properly documented, accurate bill from the contractor. The County will make the final payment when the materials, supplies, equipment, or the work performed has been fully delivered or completed to the full satisfaction of the Board of County Commissioners.

In case of default by the bidder or contractor, the Board of County Commissioners may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

The bidder, if awarded a contract or order, agrees to protect, defend, and hold harmless the Board of County Commissioners against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract. He/she further agrees to indemnify and hold harmless the Board of County Commissioners from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties by or from any acts of the contractor, his/her servants or agents. To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the Board of County Commissioners wherever such insurance, in the opinion of the Board, is deemed necessary.

It is agreed that the bid shall be irrevocable for a period of sixty days (60) after it is opened, and if accepted, the bidder will, within ten days (10) after receiving notice of acceptance of said bid, enter into a contract in writing for the said material, supplies, or services required, with a surety to the satisfaction of the Board of County Commissioners, faithfully to perform said contract according to its terms and according to said specifications, and that bidder will promptly pay all damages and expenses occurring to said Board of County Commissioners by reason of the failure or refusal of the bidder to enter into said contract.

The Board of County Commissioners will treat all bidders alike in every respect, and they will take final action on this and all other bids no later than sixty days (60) after this and all other bids are opened aforesaid.

No bid shall be considered as accepted, nor any obligation assumed hereunder by the Board of County Commissioners, until such time as said Board of County Commissioners may deposit in the U.S. Mail written notice, addressed to the successful bidder or bidders at the address given on the bid of acceptance of the bid or award of a contract.

Concealed weapons, whether with or without a permit, are not allowed in any Brown County Building. ORC states that "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."

No party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" will be awarded a contract with Brown County. The successful Proposer will not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

The vendor shall not commence work on any contract or agreement resulting from this Proposal notification until it has provided proof of liability and materials insurance. Such insurance shall cover performance, labor, and materials used in the work whether by the Vendor or by any subcontractor. Said insurance shall remain in full force and effect for the duration of the contract or agreement. The insurance shall be conditioned on the full and faithful performance of the purchase order according to its terms and shall be in an amount equal to or greater than One-Hundred Percent (100%) of the purchase order.

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction shall apply to the contract throughout.

Each PROPOSER is responsible for reading and being thoroughly familiar with the Contract's Technical and Operational elements. Failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from the obligation in respect to his PROPOSAL.

All PROPOSERS are hereby advised that time is of the essence in the completion of the Contract and no time extensions will be given, except for extreme conditions (such as the supply chain issue), and then only by written order of the Commissioners.

The PROPOSER must agree to completion of the project within 60 consecutive calendar days of receipt of equipment if awarded the contract.

PROPOSERS must be enrolled in a Drug Free Workplace Program.

Response Format

The vendor shall provide its proposal in accordance with the structure and content specified in the following sections:

Cover Page

This shall include the vendor's legal name and contact information, as well as the name of the RFP, and the date the proposal is due.

Transmittal Letter

This shall be provided on the vendor's letterhead and shall include the following:

- A list of all addenda to the RFP, including the vendor's statement that any responses required by those addenda have been made within the proposal
- A list of any sub-contractors who will be used for the project

- The Proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- Affirmative steps must include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- A statement that the proposal shall be valid for three months from the due date

Failure to provide a transmittal letter in accordance with the provided instructions shall result in rejection of the vendor's proposal.

Project Management

The vendor shall provide a dedicated project manager as part of the project. This person shall be responsible for interacting directly with his or her counterpart at Brown County Department of Public Safety, 9-1-1 Communications Center for the duration of the project.

Scope of Work

The project management team shall be responsible for the successful completion of all phases of this project, including, but not limited to:

- Site evaluation of the complete existing HVAC systems, mechanical rooms, and existing electrical distribution system related to the HVAC system
- Perform field evaluations to identify the existing HVAC system components and calculate new heating cooling loads to ensure all new system components and end devices are sized correctly.
- Provide the hardware and labor necessary to install the replacement HVAC system

- The proposer shall install all needed cabling, conduit, water lines, drainage, and ducting required for the proposed solution
- Uninstall the existing HVAC system and install the HVAC system while minimizing impact to the PSAP including a detailed plan that describes the steps involved with migrating from the current HVAC system to the proposed new HVAC system.
- Proposer shall decommission, remove and haul away all components of old HVAC systems. Proposer shall not be required to remove nonvisible conduit, cables, or drain lines.
- A comprehensive project implementation plan that includes pre-installation, installation and training
- The plan shall address the interim cooling method during migration to the new system
- It shall include provisions to roll back if problems occur during the transition
- Proposer shall ensure the proposed HVAC systems will not raise the ambient noise level of the office environment (not including the data center itself) where HVAC equipment will be located.
- The Proposer shall provide documentation and training to staff on normal operation of systems
- The plan shall also include and describe acceptance testing.

System Configuration and Setup

The vendor shall provide detailed system configuration and setup services as part of this project. These services are necessary to ensure that the new system is configured to match the processes and existing flow between the Uninterruptable Power Supply.

Implementation

This shall include both an overview of the general implementation process as well as timeline which shows the major milestones of the project from contract signing all the way through system acceptance. Also include a description of the process and practices used to maintain an appropriate temperature of critical equipment during the changeover of the equipment and system acceptance.

Warranty/Maintenance Support

This shall include a complete description of the maintenance and support services which are offered by the vendor as part of this proposal.

The vendor shall guarantee all materials, workmanship, and the successful operation of all equipment furnished for the term of the contract. If any defect or malfunction occurs within the term of the contract, the vendor shall promptly repair or replace the defective unit (to include reinstallation of software) at the vendor's cost.

The vendor's proposal shall include a comprehensive program of maintenance including help desk service, on-site repair services, software updates and hardware repair.

Qualifications

This shall include a minimum of the following information:

- Company Overview – Current context, history, year the company was established, type of ownership of the company and parent company (if applicable), philosophy/approach to doing business, sectors in which the vendor does business, financial status and company health, current number of agencies under maintenance and support, and number of agencies who are no longer customers.
- Benefits - Describe how working with the vendor would be to the Brown County Department of Public Safety, 9-1-1 Communications Center's particular benefit.

Experience and References

The vendor shall provide a summary of its experience in implementing a system of this nature and relate its relevance to the proposed project in terms of the technical scope, tasks involved and deliverable products.

Provide a minimum of 3 references of a similar size and scope to this project. Each reference shall include the following information:

- Agency name and address
- Contact person with email and telephone number
- Number of positions
- Installation date for each major product

The vendor shall ensure that all information for the references is current and that the contact person is willing to provide a reference. References are likely to be checked by phone and shall require a minimum of 10 to 15 minutes of the contact person's time.

PROPOSAL OR BID

In compliance with the foregoing invitations for bids, and subject to all conditions set forth, the undersigned offers and agrees, after having carefully examined the specifications, if this bid is accepted within a reasonable time from the date of the opening, to furnish any or all of the items upon which prices are quoted, in accordance with the specifications applying, at the price set opposite each item.

The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, and Specifications and Plans become a part of this proposal.

TAXES: Ohio Sales Taxes are not applicable to Brown County purchases.

TAX ID#: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

NAME OF COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

NOTE: Your attention is called to the fact that a bond or certified check must accompany this proposal if so specified in the **“Proposal”**.

HAVE YOU PROPERLY SIGNED YOUR BID AND BOND?

PERSONAL PROPERTY TAX STATEMENT

In accordance with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company I represent is not delinquent in the payment of personal property taxes to the State of Ohio or any subdivision thereof.

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me
DATE

_____, saying that he/she is
PRINT NAME

_____ of,
PRINT TITLE

_____,
PRINT NAME OF COMPANY

and that he/she understands all of the implications of the above statement and has signed
in good faith.

SIGNATURE OF NOTARY PUBLIC

WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY
(formerly State of Ohio Debt)

In accordance with Section 9.24 of the Ohio Revised Code, I hereby certify that the company I represent does not owe any money to the State of Ohio.

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me

DATE

_____, saying that he/she is

PRINT NAME

_____ of,

PRINT TITLE

PRINT NAME OF COMPANY

and that he/she understands all of the implications of the above statement and has signed
in good faith.

SIGNATURE OF NOTARY PUBLIC

STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Public Authority Information

Owner/Public Authority Name:	Brown County	Date: 11/14/2022 This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.
Department Division or Agency:	EMA/911	
Street Address:	755 Mt. Orab Pike	
Address 2:		ODOC Date Stamp
City, OH	Georgetown	
ZIP:	45121	
Email:	kcole@browncountyohio.gov It is required that you list your e-mail address here.	
County of Public Authority:	BROWN ▼	
P.A. Phone:	19373783536	

Project Information

Project Name:	911 Call Center HVAC Replacement	ODOC Date Stamp (Bld Tab)
Site Address:	755 Mt. Orab Pike	
City, OH	Georgetown	
ZIP:	45121	
County of Project:	BROWN ▼	
Prevailing Wage Coordinator Name	Kelly Cole	
Address:	800 Mt. Orab Pike	
City,	Georgetown	
ZIP:	45121	
Phone:	937-378-3536	
Issuing Authority of Bonds:	Brown County Commissioners	
Estimated Total Overall Project Cost:	85,000.00	
Type of Financing:	Brown County Commissioners ARPA funds	
Type of Construction:	<input checked="" type="radio"/> New Construction <input type="radio"/> Old Construction	
This Project is	<input type="radio"/> Residential <input checked="" type="radio"/> Commercial	

Expected Date of Contract Award:	1/15/23 example 05/31/98
Projected Completion Date:	1/15/24 example 05/31/98
Project Comments:	units. This is an HVAC replacement project-a specialized unit for the server room (optional)

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Please contact our [Webmaster](#) with questions or comments.



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Ohio Department of Commerce Bureau of Wage & Hour Administration

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Classification = All, County = BROWN, Union = All

County	Classification	Effective	Posted	Union
BROWN	Asbestos Worker	8/23/2018	8/23/2018	Asbestos Local 207 OH
BROWN	Asbestos Worker	3/30/2022	3/30/2022	Asbestos Local 8 Heat & Frost Insulators
BROWN	Boilermaker	10/1/2013	9/25/2013	Boilermaker Local 105
BROWN	Bricklayer	6/1/2022	6/1/2022	Bricklayer Local 18
BROWN	Bricklayer	9/1/2022	8/12/2022	Bricklayer Local 18 Tile Finisher
BROWN	Bricklayer	9/1/2022	8/12/2022	Bricklayer Local 18 Tile Mechanic
BROWN	Carpenter	9/14/2022	9/14/2022	Carpenter Floorlayer SW District G
BROWN	Carpenter	9/14/2022	9/14/2022	Carpenter Millwright Local 1090 SW Zone I
BROWN	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
BROWN	Carpenter	6/29/2022	6/29/2022	Carpenter & Pile Driver SW Zone 2
BROWN	Carpenter	5/11/2022	5/11/2022	Carpenter & Pile Driver SW District HwyHwy
BROWN	Bricklayer	6/8/2022	6/8/2022	Cement Mason Bricklayer Local 97 HwyHwy A
BROWN	Bricklayer	6/8/2022	6/8/2022	Cement Mason Bricklayer Local 97 HwyHwy B
BROWN	Cement	6/1/2022	6/1/2022	Cement Mason Local 132 (Cincinnati)
BROWN	Cement Mason	5/5/2022	5/5/2022	Cement Mason Statewide HwyHwy
BROWN	Electrical	6/6/2022	6/1/2022	Electrical Local 212 Inside
BROWN	Electrical	1/1/2019	12/28/2018	Electrical Local 212 Inside Lt Commercial South West
BROWN	Voice Data Video	3/30/2022	3/30/2022	Electrical Local 212 Voice Data Video
BROWN	Lineman	3/16/2021	3/16/2021	Electrical Local 71 High Tension Pipe Type Cable
BROWN	Lineman	8/4/2022	8/4/2022	Electrical Local 71 Outside Cincinnati
BROWN	Lineman	3/16/2021	3/16/2021	Electrical Local 71 Outside Utility Power
BROWN	Voice Data Video	10/18/2017	10/18/2017	Electrical Local 71 Voice Data Video Outside
BROWN	Elevator	1/5/2021	1/5/2021	Elevator Local 11
BROWN	Glazier	11/1/2020	10/28/2020	Glazier Local 387
BROWN	Ironworker	6/2/2022	6/2/2022	Ironworker Local 44
BROWN	Laborer Group 1	6/1/2022	6/1/2022	Labor HwyHwy 3
BROWN	Laborer	6/15/2022	6/15/2022	Labor Local 265 Building
BROWN	Laborer	6/1/2022	6/1/2022	Labor Local 265A Mason Tender
BROWN	Operating Engineer	5/25/2022	5/25/2022	Operating Engineers - Building Local 18 - Zone III
BROWN	Operating Engineer	5/25/2022	5/25/2022	Operating Engineers - HwyHwy Zone II
BROWN	Painter	5/1/2021	4/21/2021	Painter Local 123 & 238 Hwy Hwy
BROWN	Painter	6/10/2015	6/10/2015	Painter Local 639
BROWN	Painter	8/3/2016	8/3/2016	Painter Local 639 Zone 2 Sign
BROWN	Painter	5/1/2021	4/21/2021	Painter Locals 123 & 238 Commercial & Industrial
BROWN	Drywall Finisher	5/1/2021	4/21/2021	Painter Locals 123 & 238
BROWN	Plasterer	7/14/2021	7/14/2021	Plasterer Local 132 (Cincinnati)
BROWN	Plasterer	7/1/2022	6/14/2022	Plasterer Local 132 (Cincinnati)
BROWN	Plumber/Pipfitter	6/8/2022	6/8/2022	Plumber Pipfitter Local 392
BROWN	Roofer	12/15/2021	12/15/2021	Roofer Local 42
BROWN	Sheet Metal Worker	7/14/2021	7/14/2021	Sheet Metal Local 24 (Cincinnati)
BROWN	Sprinkler Fitter	4/6/2022	4/6/2022	Sprinkler Fitter Local 669
BROWN	Truck Driver	5/21/2021	5/21/2021	Truck Driver Bldg & HwyHwy Class 1 Locals 20 40 92 92b 100 175 284 438 377 637 908 957
BROWN	Truck Driver	6/8/2022	6/8/2022	Truck Driver Bldg & HwyHwy Class 2 Locals 20 40 92 92b 100 175 284 438 377 637 908 957

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