**Request for Proposals**

**Variable Capacity HVAC Rooftop Units (RTUS)**

**and Dedicated Outdoor Air System (DOAS)**

**9/20/2022**

Stomata Development LLC (“Stomata”) is seeking competitive proposals from qualified and reliable vendors to provide (a) six (6), ten (10) ton rooftop units ("RTUs”), and (b) a 3,000 CFM Dedicated Outdoor Air System (“DOAS”) (RTUs and DOAS together being referred to as “HVAC Equipment”) for its Community 101 Project, located at 101 S Washington Ave, Wellington, Kansas 67152 (the “Project Building”). Stomata is issuing this RFP with the assistance of its General Contractor, Decent Energy, Inc., serving as Construction Manager. Proposals may address the RTUS and/or the DOAS.

This project is funded in full or in part by the American Rescue Plan Act (ARPA). All contracts or agreements paid for in part or in full are subject to the Uniform Guidance found in 2 CFR 200 Appendix II

Background

There is presently no heating or cooling at the Project Building. Since the interior of the Project Building is being renovated as a co-working and event space, what was there previously does not correspond with future loads.

A consulting MEP engineering firm has indicated that as to the RTUs six (6), ten (10) ton units will be sufficient to meet the heating (gas) and cooling loads (460V) at the Project Building. Because of the variations in occupancy the Stomata is seeking proposals for base level Equipment with advanced controls to impart variable capacity/part-load adaptability. Each of the RTUs must be capable of being controlled independently. No economizers will be considered since Stomata’s design involves the use of the DOAS.

The DOAS must be capable of bringing in 3,000 CFM, and possess an energy recovery mechanism. It is preferred that the DOAS have reheat and its own compressor as well.

This is an Equipment only request for proposals. A separate RFP will be issued with respect to Equipment installation and duct work.

Offers; Requirements

1. Each proposal must respond to every section of this RFP. Failure to respond to every section in a clear and concise manner may make the proposal non-responsive and result in rejection of the proposal. Vendors should clearly state whether they are proposing to provide the RTUs, the DOAS, or both.
2. Vendors that qualify their offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their offers. Stomata reserves the right to declare vendors’ offers as non-responsive if any of these alternate terms and conditions are in conflict with the Stomata’s terms and conditions, or if they are not in the best interests of Stomata.
3. Vendors are required to state exactly what they intend to furnish to Stomata via this RFP and must indicate any variances to the terms, conditions, and specifications of this RFP no matter how slight. If variations are not stated in the vendor’s offer, it shall be construed that the vendor’s offer fully complies with all conditions identified in this RFP.
4. Stomata intends and expects that its contracting processes and those of its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to Stomata as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. An Equal Opportunity Clause as required by 41 CFR 60-1.4(b) (“Attachment A”) will be included in any award.
5. The attached Procurement of Recovered Materials Clause (“Attachment B”) shall be included in any award.
6. Any award will prohibit the procurement, start, or extension of a contract that obtains equipment, services or systems by “Covered Telecommunications Equipment or Services” as defined by the corresponding attachment ("Attachment C”). As any response to this RFP using Covered Telecommunications Equipment or Services is prohibited.
7. All prior and existing relationships with the Stomata or its managers, employees, agents or affiliates (including General Contractor Decent Energy, Inc.) must be identified and disclosed.
8. All offers must indicate all warranties applicable to the Equipment and components (e.g. compressors) along with any optional extensions in coverage. Discussions of warranties should note whether they are parts only, or parts and labor, along with all any associated conditions.
9. All offers must provide for the delivery of curbs for weather tight installation to Stomata within thirty (30) days of award, so that they can be provided to the roofing contractor on a timely basis.
10. All offers must detail all manuals, specifications, software, firmware and third-party components, and installer certifications necessary for a commercial HVAC contractor to commission the equipment. All Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations.
11. All offers must identify the efficiency of the Equipment (fully loaded and part load).
12. All offers must identify communications interoperability between the Equipment and control systems. All proprietary interfaces or interoperability barriers must be called out.
13. All offers must detail the mode of shipment, with insurance and freight to deliver the Equipment the Project included, with any corresponding costs called out as a separately priced item.
14. The vendor shall identify all incentives available to Stomata (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.
15. Vendors are required to call out specific exceptions to any provisions of this RFP.

Insurance Certificates

Vendor shall provide Stomata with proof of coverage as to Comprehensive General Liability.

Risk Management

Vendor shall identify all risk management/reduction steps available to Stomata should Stomata elect to make an award, inclusive of any bonding, joint check agreements, retention of purchase money security interests in underlying equipment, or otherwise available to Stomata to ensure its timely receipt of the Equipment.

Indemnity

The successful Vendor shall indemnify and hold Stomata harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this RFP The Vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of Stomata when applicable, and shall pay all costs and judgments which may issue thereon.

Submission of Offers

The original offer must be sent in a sealed envelope and received before the due date and time as specified in this RFP. The vendor is responsible for addressing the envelope as indicated below. If the bid arrives late, it will be returned unopened. Please address the envelope as follows:

Stomata Development LLC

6325 W 101st Ter

Overland Park, KS 66212

Attn: Barry Dicker, Manager

Schedule of Activities

September 20, 2022: Issuance fo Request for Proposal

September 27, 2022: Deadline for Questions

Any further questions may be submitted in writing to Paul Rieck at pgr@decentenergy.com until 3:00 p.m. CST on this date.

September 28th, 2022 Answers posted.

September 30, 2022: Proposal Submittal Deadline

All proposals must be RECEIVED no later than 5:00 p.m. CST. It is the responsibility of the vendors to ensure that their proposals are received prior to the deadline. Proposals received after the above date and time will not be considered.

October 4, 2022, Award Contract

Stomata shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. A copy of such addenda will be posted on Stomata’s web site, [www.stomatadevelopment.com](http://www.stomatadevelopment.com). The vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with their offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified.

Each proposal shall consist of an original hard copy (marked as such) and three (3) copies. Along with the response, please include a contact that we may use if we have questions about any of the information received.

All proposals become the property of Stomata and become subject to such open records requirements as may be applicable. Proprietary or confidential material must be clearly identified and easily separable from the rest of the proposal. A proposal submitted in response to the RFP shall constitute a binding offer, and the contents of the proposal of the successful bidder will become contractual obligations. Pricing must be firm for 90 days from the date of the proposal. Cost is an issue, but not at the expense of quality of equipment and timeliness of delivery. If the successful proposer fails to accept all the terms and conditions set forth in the RFP in a contract, the award may be cancelled.

**CHANGES TO SUBMITTED OFFERS**

Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the offers to be opened. Each modification submitted to Stomata must have the vendor’s name and return address and the applicable Solicitation title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by Stomata will be considered the valid modification.

Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead. In accordance with the Uniform Commercial Code, offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an offer is withdrawn by the vendor during this ninety-day period, Stomata may, at its option, suspend the vendor from the bid list and may not accept any offer from the vendor for a six-month period following the withdrawal.

Stomata may make such investigations as deemed necessary to determine the ability of the vendor to perform work, and the vendor shall furnish all information and data for this purpose as Stomata requests. Stomata reserves the right to reject any bid if the evidence submitted by, or investigation of, such vendor fails to satisfy Stomata that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The award will be made to that offeror whose proposal is determined to be most advantageous to Stomata, price and other factors considered, subject to negotiation and execution of an acceptable contract. Other evaluation criteria shall include, but not be limited to: compliance with the RFP, reliability and experience of the vendor, qualifications of the project manager(s), and timeline.

Stomata reserves the right to cancel this RFP at any time, without penalty. Stomata is not liable for any cost incurred by the vendor during the planning and preparation of the reply to this RFP. The proposal must be complete, understandable, and address all the points included in this RFP. Any work performed by subcontractors must be identified. If the bidder is a subsidiary of another company, the parent company, its contact information, and tax ID number must be included.

**CONTENT OF THE PROPOSAL:**

Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor’s ability to perform the requirements of this RFP to include the following aspects: Knowledge, Qualifications, and Expertise of the Vendor: Please provide a brief history and overview of your company and its organizational structure, with special emphasis on your understanding of the services required and how your company proposes to fulfill the needs of Stomata, including the following information:

1) Name, mailing address, e-mail address, telephone, and fax number of the firm.

2) Type of organization (individual, partnership, corporation, or other). If a vendor is owned or controlled by a parent company, the name, main office address, and parent company’s tax identification number shall be provided in the proposal.

3) State why your firm is well qualified to provide the requested equipment to Stomata, including the size of the firm, size of the team assigned to Stomata, years in provision of commercial HVAC equipment (minimum of five years required), and the location of the office(s) from which the project will be coordinated.

4) Confirm your adherence to the Requirements and provide details of how you plan to meet Stomata’s needs. Describe the tools, strategies, equipment, and resources you would use to complete our project and service our account both on a routine and on an emergency basis.

Timeline

Provide a timeline of milestones from the beginning to the end of this project. We would like to have this project completed (equipment installed and commissioned) by May 2023.

Pricing

Vendor should submit one total price for the entire project, but should indicate separate pricing for each of the RTUs and the DOAS if they are proposing on both. Contractor should make sure that the total price includes all equipment, curbs and all other goods and/or services necessary for a commercial HVAC contractor to install and commission the Equipment.