

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT
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OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

REQUEST FOR TERM CONTRACT

3-YEAR RENEWABLE COMMENCING JULY 1ST 2021

ITB #0102021(AM)

WATER TREATMENT SERVICES

SULLIVAN COUNTY SCHOOLS BOILERS/COOLING TOWERS

TUESDAY, JUNE 22, 2021 @ 2:00 PM

THE SULLIVAN COUNTY PURCHASING AGENT IS SOLICITING THIS INVITATION TO BID TO SECURE PRICING FOR A **3-YEAR (RENEWABLE) CONTRACT COMMENCING ON JULY 1, 2021**, REGARDING **WATER TREATMENT SERVICES** FOR **VARIOUS SULLIVAN COUNTY SCHOOL BOILERS/COOLING TOWERS.**

ALL ITBs TO BE CONSIDERED MUST BE SIGNED AND DELIVERED TO THE SULLIVAN COUNTY PURCHASING AGENT'S OFFICE ON OR BEFORE TUESDAY, JUNE 22, 2021 @ 2:00 PM. LATE RESPONSES WILL NOT BE CONSIDERED! SULLIVAN COUNTY IS NOT RESPONSIBLE FOR DELAYS IN MAIL DELIVERIES OR COURIER SERVICES.

THIS ITB WILL BE PUBLICLY OPENED IN THE OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT ON THE DAY/TIME DESIGNATED. ITBs MUST BE PRESENTED IN A SEALED ENVELOPE, CLEARLY IDENTIFYING THE ITB NUMBER **ITB #0102021(AM)** ON THE OUTSIDE. TELEPHONE, FAX OR E-MAIL RESPONSES ARE NOT ACCEPTABLE!

ALL RESPONSES TO THIS ITB MUST BE SUBMITTED IN THE FORMAT AS PRESENTED IN THIS PACKAGE. ITB's MUST BE OFFERED IN STRICT CONFORMANCE TO THE LANGUAGE, SPECIFICATIONS, REQUIREMENTS, TERMS, AND CONDITIONS AS STATED HEREIN AND IN ACCORDANCE WITH THE SULLIVAN COUNTY PURCHASING GENERAL PROCUREMENT TERMS & CONDITIONS (FORM #GPTC1004-14). THIS ITB MUST BE COMPLETED IN TOTALITY AND SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDING CONTRACTOR. ANY ERASURES, STRIKE OVERS AND/OR CHANGES TO PRICES WRITTEN IN NUMERALS SHOULD BE INITIALED BY THE RESPONDING CONTRACTOR. FAILURE TO COMPLY WILL BE CAUSE TO DISQUALIFY AWARD CONSIDERATION. MATERIAL DEFICIENT RESPONSES WILL BE CAUSE TO DISQUALIFY AWARD CONSIDERATION.

IT IS THE RESPONSIBILITY OF EACH RESPONDING CONTRACTOR TO ASCERTAIN THAT ALL REQUIREMENTS ARE SATISFIED. IT WILL BE ASSUMED THAT THE CONTRACTOR HAS MADE

INVESTIGATIONS TO BE FULLY INFORMED AS TO THE EXTENT AND CHARACTER OF THE REQUIREMENTS. FAILURE TO SUBMIT A ITB WHICH CONFORMS TO THE SPECIFIED CONTENT AND FORMAT REQUIREMENTS WILL BE SUFFICIENT CAUSE TO DISQUALIFY CONTRACTOR. ADDITIONALLY, MATERIAL DEFICIENT OR INCOMPLETE RESPONSE TO THE ITB REQUIREMENTS WILL BE CAUSE TO DISQUALIFY CONTRACTOR.

THE PURCHASING AGENT HAS THE RIGHT TO ACCEPT OR REJECT ANY/ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES OR IRREGULARITIES AND/OR TO REJECT A BID FROM ANY RESPONDING CONTRACTOR WHO, IN THE JUDGMENT OF THE PURCHASING AGENT IS NOT IN A POSITION TO PERFORM THE CONTRACT, AND/OR TO REJECT A BID BASED ON UNACCEPTABLE PROVISIONS OF A RESPONDING CONTRACTORS CONTRACT.

SULLIVAN COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES SHALL BE HELD HARMLESS FROM LIABILITY FROM ANY CLAIMS, DAMAGES AND ACTIONS OF ANY NATURE RISING FROM THE USE OF ANY MATERIALS FURNISHED BY THE RESPONDING CONTRACTOR, PROVIDED THAT SUCH LIABILITY IS NOT ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF THE USING AGENCY OR FAILURE OF THE USING AGENCY TO USE THE MATERIALS IN THE MANNER OUTLINED.

ANY REMEDIES IN THE CONTRACTORS RESPONSE, INCLUDING AGREEMENT, LICENSE AGREEMENT, TERMS, CONDITIONS, LITERATURE, ETC. THAT MAY BE CONSIDERED AN AGREEMENT TO WAIVE THE LEGAL RIGHTS OF THE CITIZENS OF SULLIVAN COUNTY SHALL BE CONSIDERED CAUSE FOR REJECTION.

BY SUBMISSION OF THIS ITB, THE CONTRACTOR CERTIFIES TOTAL COMPLIANCE WITH TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, AND ALL REGULATIONS PROMULGATED THEREOF.

FAILURE OF SULLIVAN COUNTY TO ENUMERATE ANY FEDERAL, STATE OR COUNTY REGULATION IN ITS ENTIRETY WITHIN THIS ITB IS NOT CAUSE FOR THE CONTRACTOR TO EXCLUDE SAME.

?? QUESTIONS REGARDING THE CONTRACT REQUIREMENTS ??
PLEASE CONTACT

CHARLES HUBBARD, SCHOOL MAINTENANCE SUPERVISOR

@ 423/354-1151 OR 1152

GENERAL INSTRUCTIONS / REQUIREMENTS

SITE INSPECTION

PRIOR TO SUBMITTING A PRICED ITB, CONTRACTOR SHALL INSPECT THE PROPOSED SERVICE AREAS TO ESTABLISH A CLEAR UNDERSTANDING OF THE CONDITIONS OF THE SYSTEMS AND THE WORK TO BE PERFORMED. IT IS THE RESPONSIBILITY OF EACH RESPONDING CONTRACTOR TO USE THEIR BEST JUDGMENT TO DETERMINE THE PRODUCTS AND SERVICES NECESSARY TO TREAT AND MAINTAIN EACH OF THE SYSTEMS, IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS PERTAINING TO SAME.

PRICING

ALL PRICING OFFERED BY THE RESPONDING CONTRACTOR SHALL BE SUBMITTED ON THE ENCLOSED COST ANALYSIS FORM. COSTS/PRICING NOT DENOTED ON THE COST ANALYSIS FORM WILL NOT BE CONSIDERED PART OF A CONTRACT AWARD. PRICING FOR PRODUCTS/CHEMICALS SHALL INCLUDE ALL ORDERING, DELIVERY, FREIGHT, MIXING, DISPENSING AND DISPOSAL.

PRE-AWARD COSTS/EXPENSES

ANY COSTS/EXPENSES INCURRED AND/OR ASSOCIATED WITH THE DEVELOPMENT, PREPARATION, REVIEW, SUBMISSION AND/OR PRESENTATION OF THE ITB OFFERED BY THE RESPONDING CONTRACTOR ARE THE SOLE RESPONSIBILITIES OF THE RESPONDING CONTRACTOR.

LIABILITY INSURANCE

SUCCESSFUL CONTRACTOR MUST FURNISH A CERTIFICATE OF LIABILITY INSURANCE (*GENERAL/EXCESS/WORKERS COMP-EMPLOYERS*) INDICATING SULLIVAN COUNTY AS AN ADDITIONAL INSURED.

DRUG-FREE WORKPLACE AFFIDAVIT

SUCCESSFUL CONTRACTOR MUST COMPLETE AND RETURN DRUG FREE WORKPLACE AFFIDAVIT IN COMPLIANCE WITH TCA 50-9-113.

CONTRACTOR EMPLOYEES-BACKGROUND CHECK

SUCCESSFUL CONTRACTOR IS RESPONSIBLE FOR BACKGROUND CHECK OF ALL ITS EMPLOYEES IN COMPLIANCE WITH TCA 49-5-413 (*AS AMENDED BY TN BILL 2048*).

CONTRACTOR LICENSES

RESPONDING CONTRACTOR MUST BE A LICENSED CONTRACTOR WITHIN THE STATE OF TENNESSEE, INCLUDING VERIFICATION OF A LICENSED PESTICIDE APPLICATOR, AS REQUIRED BY THE DEPT OF AGRICULTURE. ENCLOSE COPIES OF LICENSES WITH YOUR ITB SUBMITTAL.

CONTRACTOR EXPERIENCE

EACH RESPONDING CONTRACTOR MUST INCLUDE THE FOLLOWING INFORMATION:

1. DOCUMENTATION WHICH DEMONSTRATES AN UNDERSTANDING OF THE SCOPE OF SERVICES. DESCRIPTION TO INCLUDE EQUIPMENT REQUIREMENTS NECESSARY TO PROVIDE SAID SERVICES.
2. DOCUMENTATION OF ALL QUALIFICATIONS, LICENSES, PERMITS, ETC. REQUIRED BY THE STATE OF TENNESSEE TO PROVIDE WATER TREATMENT SERVICES IN PUBLIC SCHOOL FACILITIES.
3. DOCUMENTATION/REFERENCES OF CURRENT WATER TREATMENT SERVICES CONTRACTS WITH OTHER PUBLIC SCHOOL FACILITIES WITHIN THE STATE OF TENNESSEE. INDICATE FACILITY NAME, ADDRESS, CONTACT PERSON AND ALL PHONE/FAX/EMAIL INFORMATION.

CONTRACTOR PERFORMANCE

SULLIVAN COUNTY RESERVES THE RIGHT TO ASSIGN A REPRESENTATIVE TO INSPECT THE WORK PERFORMANCE OF THE SUCCESSFUL CONTRACTOR. THE PURCHASING AGENT RESERVES THE RIGHT TO TERMINATE THE CONTRACT IF THE WORK IS NOT PERFORMED IN A SATISFACTORY METHOD.

SCOPE OF WORK

IT IS THE INTENT AND PURPOSE OF SULLIVAN COUNTY TO CONTRACT FOR A 3-YEAR RENEWABLE TERM CONTRACT COMMENCING ON JULY 1st, 2021, FOR A PLANNED MAINTENANCE REGIME TO OPTIMISE AND EXTEND THE LIFE OF THE BOILER/COOLING TOWERS WATER SYSTEMS IN AT THE SULLIVAN COUNTY SCHOOL SITES INDICATED ON THE ENCLOSED SITE LISTING. A PREVENTATIVE MAINTENANCE SCHEDULE SHALL BE ESTABLISHED FOR EACH SYSTEM INCLUDING REGULAR WATER ANALYSIS, ADEQUATE REGULATED BLOWDOWNS, CORRECTIVE MAINTENANCE, PERIODIC SAFETY CHECKS AND PERIODIC INSPECTIONS FOLLOW-UPS. GENERAL HOUSEKEEPING ACTIVITIES AND ACCURATE RECORDS OF ALL TESTINGS, INSPECTIONS AND REPAIRS SHALL BE CHARTED AND REPORTED TO THE SCHOOL MAINTENANCE SUPERVISOR. THIS TERM CONTRACT SHALL BE AWARDED AS INDICATED BELOW:

- ITEM #1: PRODUCTS/CHEMICAL TREATMENTS UTILIZING VENDOR OWNED AND MAINTAINED WATER TREATMENT EQUIPMENT AT TWELVE (12) LOCATIONS, AND PERFORM WATER TESTING OF WATER SOFTENERS AT THREE (3) SCHOOL LOCATIONS
 - *OPTION A: COOLING/TOWER CLEANING, ONE ANNUAL CLEANING AT FIVE (5) SCHOOL LOCATIONS AS INDICATED, TO BE PERFORMED DURING SPRING SEASON.
- *OPTION AWARD WILL DEPEND ON AVAILABLE BUDGET FUNDS.

BASIC MAINTENANCE ESSENTIALS TO INCLUDE (BUT ARE NOT LIMITED TO):

1. Use soft water to prevent scale build-up and tube stoppage.
2. Regenerate water softener when hardness exceeds the acceptable levels (add salt if necessary).
3. Select and regulate water compound based on actual water analysis. Compound to include chemicals to treat for hardness, PH levels, excessive oxygen, protective metal coating materials and any other conditions found in the water analysis.
4. Use an automatic chemical feed system to uniformly dispense adequate quantities of compound into the systems.
5. Make regular water analysis every 30 days until water treatment is properly regulated.
6. Make partial blowdowns sufficiently so that dissolved solids, mud and sediment are removed.
7. Make Regular Internal Tube inspections every 60 days or until program is properly regulated.
8. Make internal drum inspection at least every 6-12 months.
9. Make water feed inlet inspection every 6 months.
10. Make return tank and pump suction strainer inspection every 90 days (or as needed) to flush clean.
11. Check proper grounding of boiler to help maintain normal tube life.
12. Schedule monthly visits for general housekeeping activities and prepare written/dated reports of all activities, samples taken, testing, inspections and repairs (including a detailed analysis record of control ranges), for the School Maintenance Supervisor.

Services to include: Monthly testing of total hardness and salt addition when salt is provided and is on site.

Steam Boiler Chemicals: Boiler Max, BC-17L, B051L, V277L

Cooling Tower Chemicals: C877L, S100L, A102

Closed Loop Chemicals: B939L

Closed Loop Testing: **Glycol analysis quarterly**; Includes pH, freeze point & volume percentage

*Freight of all chemicals to be included in the pricing.

PRODUCT/CHEMICAL SPECIFICATIONS:

1. Enclose a detailed listing of the products and chemicals (steam boiler, cooling tower, close loop, etc) your company would use to treat and maintain our boiler/cooling tower systems.

EQUIPMENT SPECIFICATIONS

1. Enclose specifications of the automatic chemical feed system your company would use to uniformly dispense adequate quantities of compound into our systems.

ANALYSIS RECORDS:

1. Enclose sample copies of the analysis records you maintain for water treatment services, including sample copies of the reports you will submit to the School Maintenance Supervisor.

SERVICES SCHEDULING:

The successful contractor shall coordinate scheduling of all water treatment services through the school maintenance supervisor. Services shall be provided during normal hours, unless an emergency situation requires otherwise.

ASSIGNMENT OR SUBLETTING:

Neither the services to be performed under the contract or payments thereof, shall be assigned in whole or in part by the successful contractor, unless under certain special circumstances beyond the successful contractor's control arise and have been authorized by the Sullivan County Purchasing Agent. Any such authorization shall not relieve the successful contractor from full responsibility, liability and performance of all terms and conditions of the contract.

COST ANALYSIS

ITEM#1

PRODUCTS/CHEMICAL TREATMENT UTILIZING VENDOR OWNED EQUIPMENT @ TWELVE (12) LOCATIONS & TESTING OF WATER SOFTENER SYSTEMS @ THREE (3) SCHOOL LOCATIONS.

RENEWAL OPTION FOR AN ADDITIONAL 24 MONTHS
EFFECTIVE: JULY 1ST 2021 THROUGH JUNE 30TH 2024

GUARANTEED RATES

RATES ARE GUARANTEED FIRM FOR THE 24 MONTH RENEWABLE TERM

\$ _____ ANNUALLY
GRAND TOTAL FOR ALL SYSTEMS

OPTION A

COOLING TOWER CLEANING (DURING SPRING SEASON) @
FIVE (5) SULLIVAN COUNTY SCHOOL LOCATIONS

\$ _____ ANNUALLY

RESPONDING CONTRACTOR NAME _____

AUTHORIZED REPRESENTATIVE (PLEASE PRINT) _____

SIGNATURE _____ DATE _____

PHONE _____ FAX _____ E-mail _____

SITE / SYSTEM LISTING
TWELVE (12) SULLIVAN COUNTY LOCATIONS

- 1. KETRON ELEMENTARY
ONE GEOTHERMAL CLOSED LOOP
WATER SOFTENER SERVICE
- 2. SULLIVAN ELEMENTARY
ONE 100 TON COOLING TOWER
ONE DUAL TEMP CLOSED LOOP
- 3. MARY HUGHES ELEMENTARY
TWO 57HP STEAM BOILER
WATER SOFTENER SERVICE
- 4. BLUFF CITY ELEMENTARY
ONE 70HP STEAM BOILER
ONE 150 TON COOLING TOWER
ONE DUAL TEMP CLOSED LOOP
- 5. EAST HIGH
ONE DUAL TEMP CLOSED LOOP
- 6. SULLIVAN HEIGHTS MIDDLE
(FORMERLY SOUTH HIGH SCHOOL)
ONE HIT WATER CLOSE LOOP
ONE CHILL WATER CLOSE LOOP
- 7. ROCK SPRINGS ELEMENTARY
ONE 150 TON COOLING TOWER
ONE DUAL TEMP CLOSED LOOP
- 8. AKARD SERVICE CENTER
ONE HOT WATER CLOSE LOOP
- 9. EMMETT ELEMENTARY
ONE 250 TON COOLING TOWER
ONE DUAL TEMP CLOSED LOOP
- 10. MILLER PERRY ELEMENTARY
ONE 75HP STEAM BOILER
WATER SOFTENER SERVICE
- 11. HOLSTON ELEMENTARY
ONE 100 TON COOLING TOWER
ONE DUAL TEMP CLOSED LOOP
(GLYCOL)
- 12. CENTRAL MIDDLE SCHOOL
(FORMERLY CENTRAL HIGH SCHOOL)
ONE HOT WATER CLOSED LOOP
(GLYCOL)

MONTHLY WATER SOFTENER SYSTEM TESTING

THREE (3) SULLIVAN COUNTY SCHOOL LOCATIONS

- 1. KETRON ELEMENTARY
- 2. MARY HUGHES ELEMENTARY
- 3. MILLER PERRY ELEMENTARY

OPTION A

ANNUAL COOLING TOWER CLEANING **DURING SPRING SEASON**

FOR FIVE (5) SULLIVAN COUNTY SCHOOL LOCATIONS

- 1. BLUFF CITY ELEMENTARY
- 2. SULLIVAN ELEMENTARY
- 3. EMMETT ELEMENTARY
- 4. ROCK SPRINGS ELEMENTARY
- 5. HOLSTON ELEMENTARY

NOTE: SERVICES TO BE BILLED 12 TIMES OVER 1 YEAR PERIOD BEGINNING JULY 1, 2021

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____

Notary Public

My commission expires: _____

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

BACKGROUND CHECK COMPLIANCE FORM

Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the TBI and FBI for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the TBI and FBI.

TO BE COMPLETED BY RESPONDING CONTRACTOR

COMPANY or INDIVIDUALS (NAME) _____

ADDRESS _____

PHONE _____ FAX _____ LICENSE NUMBER/S _____

I agree to abide by Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413 and certify that I am authorized to sign. The undersigned further agrees if bid/contract is accepted, to furnish any/all Background Check Information on himself and all of his employees as required by law and/or at the request from the Office of the Sullivan County Purchasing Agent. I hereby agree to release all criminal history and other required information to Sullivan County, TBI and FBI in accordance with Tennessee law and further certify that all information supplied by me is true and accurate. I agree to release and hold harmless the above mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on all future employees associated with the performance of work defined in the bid/contract, pursuant to TCA and that neither I nor any employee of the Company is prohibited from direct contact with school children for the reasons enumerated in TCA 49-5-401 et seq.

SIGNATURE _____ TITLE _____

PRINTED NAME _____ DATE _____

TO BE COMPLETED BY NOTARY

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained.

Witness my hand and seal at office this ____ day of _____, 20____.

Notary Public

My commission expires: _____