

Date Issued: May 16, 2019

Invitation to Bid No.: 19-027

The City of Decatur will accept sealed bids for the following material, equipment or services for All City Departments:

Description: **HVAC Maintenance & Service**

Bids must be received before June 11, 2019 at 2:00pm

Return the **original and (1) copy** of your **sealed** bid to:

Regular Mail
City of Decatur
Purchasing Department
P.O. Box 488
Decatur, AL 35602

Courier
City of Decatur
Purchasing Department
Third Floor
402 Lee St., NE
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Email

Telephone

PRICE SHEET

Opening Date: June 11, 2019

Invitation to Bid No.: 19-027

Opening Time: 2:00pm

See Attached

Prices quoted above in all bids for personal property shall be total delivered price.

- A bid bond **IS** required for this ITB in the amount of \$500.00 in form a bid bond or Cashier's Check made payable to the City of Decatur.
- Successful bidder shall furnish a performance bond or cashier's check in the amount of \$5,000.00 payable to the City of Decatur prior to beginning any work under this bid/contract. This performance bond shall be in effect for the term of the contract. If the successful bidder defaults for whatever reason, other than non-renewal on renewal dates, the bond shall be forfeited. When the contract expires the performance bond will be returned to the successful bidder if that bidder does not bid or is not awarded the new bid.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within _____ days (not to be less than 30 days)
- Contracts for services are let for a period of one year and may be renewed for up to two additional years, provided the terms of the contract do not materially change.

Prices quoted above in all bids for personal property shall be total delivered price.

NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.

Bidder Signature

Company

By signing this contract, (Insert Company Name) _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid response envelopes shall be properly identified on the front with the invitation to bid number, opening date and time. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses and signature page must be submitted on this form in ink or typewritten or the bid will be rejected. Submit this original and **(1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Non Appropriation of Funds: Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved. The City reserves the right to award this bid to a single vendor or multiple vendors when in the best interest of the City.

The City of Decatur reserves the right to seek clarification of bid responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

A Bid Bond or a certified check in the amount of five hundred (\$500.00), payable to the City of Decatur, must accompany each bid submission.

An electronic version of this bid is available on the City's website at www.decaturalabamausea.com or by emailing purchasing@decatur-al.gov. In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

The hard copy of the invitation to bid on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid could be considered grounds for rejection of the bid response.

Exclusion of the electronic files in a bid response is not a basis for rejection.

A BID RESPONSE MAY BE REJECTED IF:

- Bid Bond not included
- Bids improperly submitted or identified
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed
- Proper licensing not included/provided as required by law

To be considered a responsive bidder, your bid submission must include three (3) references and contact information within the past (3) years that can provide feedback on your firms ability to maintain and repair commercial/industrial HVAC units in a satisfactorily manner.

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

I am the applicant listed above. In my capacity as _____ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

E-verify Employment Eligibility Verification User Identification Number

Applicant

Sworn to and subscribed before me on this the _____ day of _____, 20____

Notary Public

My Commission Expires: _____

Scope of Services

The Contractor shall perform normal and on-call HVAC maintenance and mechanical services to designated facilities. Installations or replacements of existing units with new units involving more than \$15,000.00 are not covered under this bid. Those projects would be bid separately. The Contractor shall provide cost for the task listed on the Bid Schedule.

It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City, all aspects of HVAC systems in City defined facilities. For the purpose of this contract, the routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Contractor's maintenance program and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

The equipment to be maintained includes but is not limited to, split systems, exhaust fans, gas fired unit heaters, package units and forced air systems. The equipment to be maintained is of various types of manufacturers including but not limited to AAON, Carrier, Rheem, and Johnson Controls.

Prior to beginning any repair or replacement outside the scope of preventative maintenance work, Contractor will troubleshoot the system to diagnose the system's problems. The City shall not incur any extra charge for this troubleshooting/diagnostic service. Contractor shall provide a quote to the City prior to any and all repairs and replacements. Repairs and replacements will not begin without authorization from the Department Director with control of the facility or their authorized designee.

If problems arise that the City deems serious enough if not corrected to be grounds for termination of the contract, the City will notify the Contractor in writing. The Contractor will have 30 days to rectify the problem to the satisfaction of the City. The City reserves the right to suspend or terminate this Agreement and retain the performance Bond and withhold payments in excess of just compensation for completed services if the Contractor fails to properly perform its obligations under this Agreement, or violates any provision of this Agreement. Furthermore, the City may declare the Contractor ineligible for further participation in City contracts.

Further:

- Contractor shall inspect all HVAC systems at least two (2) times each year, with seasonal startup and run inspections performed and documented.
- Contractor shall provide oversight and documentation of seasonal preventive maintenance on all HVAC systems.
- Contractor shall inspect all moving parts or components, belts, bearings, drives, and fans, investigate noises and lubricate and adjust as recommended per manufacturers specifications.
- Contractor shall inspect, provide oversight and document that all City owned facilities under contract with Contractor are receiving required work.
- Contractor shall maintain and service all equipment described herein using a Journeyman or equivalent technical level personnel.

- Contractor shall notify the Department Director with control of the facility or their authorized designee anytime the successful contractor or representatives come on site.
- Contractor shall not subcontract any of the work to any other company.
- Contractor must have a 24/7 on-call service availability for emergency calls or other type of outages with a 30 minutes returned phone call response time.
- Maintenance work or repairs shall be performed during the regular hours of 7:00 a.m. through 5:00 p.m. unless specified by the Department Director with control of the facility or their authorized designee. The City accepts that after hours and/or holidays may be at a different rate.
- Service inspections shall be posted for each piece of equipment.
- Worksheets for all work shall be reviewed upon request by the Department Director with control of the facility or their authorized designee every month prior to billing. Work completed must be billed within 30 days of the work being completed.
- A record log of maintenance performed for the City shall be maintained by service personnel. This record shall contain only City sites and be made available for review upon request to the Department Director with control of the facility or their authorized designee.
- All filters shall be pleated and meet a minimum MERV 7 rating unless specified differently by the Department Director with control of the facility or their authorized designee.
- **Filters are to be provided by the Contractor and changed out quarterly.**
- Contractor shall meet with the Department Director with control of the facility or their authorized designee to set specific dates and times for the scheduled maintenance.

NO ADDITIONAL CHARGE ITEMS:

There shall be no additional charge to the City for the contractor to provide labor, equipment and materials for:

- Contractor Mobilization
- Contractor's damage (if any) to public or private.

To be considered a responsive bidder the following information must be provided:

1. How long have you been responding to service calls?

2. What % of total work is new construction vs. service calls?

3. How many workers do you currently have to respond to service calls?

Note:

Failure by the contractor to undertake work for the protection and welfare of the general public can result in the City forces undertaking the work and back charging the contractor.

Successful bidder shall furnish a performance bond or cashier's check in the amount of \$5,000.00 payable to the City of Decatur prior to beginning any work under this bid/contract. This performance bond shall be in effect for the term of the contract. If the successful bidder defaults for whatever reason the bond shall be forfeited. When the contract expires the performance bond will be returned to the successful bidder if that bidder does not bid or not awarded the new bid.

Vendor Name:	
Service, Repair, and Replacement Pricing	COST
Certified Technician - Normal Hours	/hour
Certified Technician - Overtime Hours	/hour
Certified Technician - Emergency Call Out	/hour
Certified Technician - Holiday Hours	/hour
Helper Technician - Normal Hours	/hour
Helper Technician - Overtime Hours	/hour
Helper Technician - Emergency Call Out	/hour
Helper Technician - Holiday Hours	/hour
Percentage Mark-up on material/parts	/each
Define Overtime Hours:	
Define or attach your holiday schedule:	
Define your guaranteed response time:	

Below is a list of City buildings covered under this bid. The City reserves the right to reduce or increase this list during the term of the contract.

Structure	Address
A BANKS PRK-BLDG	701 MCCARTNEY ST NW
ANIMAL SHELTER	300A BELTLINE RD SW
AQUADOME-BLDG	1202 5TH AVE SW
AQUADOME DIXIE YOUTH BUILDING	1202 5TH AVE SW
AQUATIC-BLDG	2901 POINT MALLARD DR SE
BOAT HARBOR-BLDG	3755 US HWY 31 N NE
BOXING -YOUTH SERVICES	733 WILSON ST NE-RENT
CAMPGROUND-BLDG	2901 POINT MALLARD DR
CARNEGIE-BLDG	207 CHURCH ST NE
CARRIE MATTHEWS-BLDG	906 6TH ST NW
CASHIN WHEELER PRK-BLDG	1501 5TH ST NW
CEDAR RIDGE PRK-BLDG	2215 DANVILLE RD SW
CITY HALL	402 LEE ST NE
CITY HALL ANNEX	308 CAIN STREET NE
DELANO PRK-BLDG	600 6TH AVE SE
ENGINEERING BUILDING	1802 CENTRAL PKWY SW
FARMERS MKT-BLDG	211 1ST AVE SE
FIRE ST#1-BLDG-New Building	702 5TH AVE SW
FIRE ST#1-BLDG-Storage	205 GORDON DR SE
FIRE ST#2-BLDG	841 WILSON ST NW
FIRE ST#3-BLDG	1602 16TH AVE SE
FIRE ST#4-BLDG-Storage	501 3RD ST SW
FIRE ST#4-BLDG-New Building	131 NELMS RD
FIRE ST#5-BLDG	2355 DANVILLE RD SW
FIRE ST#6-BLDG	1402 POINT MALLARD PKWY SE
FIRE ST#7-BLDG	1802 SPRING AVE SW
FIRE ST#8-BLDG	3701 INDIAN HILLS ROAD
FLINT PRK-BLDG (Dixie Youth Bldg)	MILL ST MONTGOMERY ball field
FLINT TRAINING CTR-BLDG	OLD US HWY 31S
FT DECATUR-BLDG	610 4TH AVE SE
GENERAL PARK-BLDG	
GIRL SCOUT LITTLE HOUSE	601 6TH AVE SE
GOLF COURSE CART BARN	
GOLF COURSE-BLDG	2600A POINT MALLARD PKWY SE
ICE RINK-BLDG	2901-POINT MALLARD CIR SE
INCUBATOR-BLDG	1629 4TH AVE SE
INGALLS HARBOR-BLDG	802 WILSON ST NE
J LEWIS PRK-BLDG	100 SOMERVILLE RD SE
JACK ALLEN PRK-BLDG	2616 MOADUS RD SW
JIMMY JOHNS	2900-C POINT MALLARD CIR

LANDFILL SHOP	HWY 20 WEST
LANDFILL RECYCLING BUILDING	HWY 20 WEST
LANDFILL LEACHATE SYSTEM BLDG	HWY 20 WEST
LANDFILL OFFICE BUILDING	HWY 20 WEST
LANDFILL SCALE HOUSE	HWY 20 WEST
LIBRARY-BLDG	504 CHERRY ST NE
OLD BANK-BLDG	925 BANK ST
P&R MAINT BLDG-BLDG	1516 CENTRAL PKWY SW
PD FIRING RANGE@LANDFILL-BLDG	HWY 20 WEST
PT MALLARD DIXIE YOUTH BLDG	2901 POINT MALLARD DR
PRINCESS-BLDG	112 2ND AVE NE
PUB WRKS GARAGE-BLDG	1802 CENTRAL PKWY SW
PUB WRKS-BLDG	1802 CENTRAL PKWY SW
RHODES FERRY PK-BLDG	100 MARKET ST NE
SENIOR CTR-BLDG	221 MEMORIAL DR SW
TC ALMON-BLDG	2904 MALLARD DR SE
TURNER-SURLES-BLDG	702 SYCAMORE ST NW
WALTER JACKSON PRK-BLDG	2000 18TH AVE SE
WMP-BLDG	300 BELTLINE RD SW
YOUTH SERVICES	1202 5th Ave SW