



CITY OF ELIZABETHTON
136 S. SYCAMORE ST.
ELIZABETHTON, TN 37643-3328
(423) 547-6200

Post Date: 01/11/2018

REQUEST FOR PROPOSALS

HVAC Preventive Maintenance Contract

Proposals to be received by 2:00 p.m., Eastern Time January 30, 2018

Submit Proposals to:
City of Elizabethton, TN
Greg Workman, Director of Purchasing
136 South Sycamore Street, Suite 203
Elizabethton, Tennessee 37643

For assistance with bid procedures contact Greg Workman, Purchasing Director, City of Elizabethton, Tennessee at 423-542-1505 or by email: gworkman@cityofelizabethton.org.

For assistance with onsite visits or questions concerning specifications please contact Joe White, Chief Building Inspector at 423-547-6234 or by email: jwhite@cityofelizabethton.org

Note: The City of Elizabethton, Tennessee reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the City. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

GENERAL CONDITIONS (READ CAREFULLY)

1. PREPARATION OF BIDS:

1. Only bids submitted on bid forms furnished by the City will be considered. The City may consider telegraphic bids received prior to the closing time specified if promptly confirmed on bid forms furnished by the City and received two (2) days prior to the bid award date. No TELEPHONE BIDS WILL BE ACCEPTED.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left-hand corner with the company name and address and in the lower left-hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Director of Purchasing, City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 unless otherwise directed on the bid form.
4. It is the bidder's responsibility to ensure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked "NO BID" and state reason for not responding.

2. PRICING:

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

3. BID OPENINGS:

Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

4. SIGNATURE ON BIDS:

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

5. ACCEPTANCE & REJECTION:

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid if its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

6. BID EVALUATION:

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

7. AWARD:

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

8. MULTIPLE ITEM BIDS:

When more than one item is specified in the Invitation to Bid, the City will determine that low bidder either on the basis of the individual items or on all the items included in the bid. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

9. TIME OF DELIVERY:

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order. The contractor shall be required to

maintain or have available an inventory sufficient to make shipment within the time stated in his/her bid. The vendor may request a delivery extension in a letter to the Director of Purchasing if conditions arise that would prevent him/her from meeting his/her quoted delivery schedule. The City reserves the right to accept or reject this request.

10. DEFAULT:

In case of default of the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost resulting from this action.

11. BRAND NAMES:

Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price. If a bidder offers an alternate he/she must include the brand name and/or model he/she proposes to furnish and include complete descriptive literature and specifications that clearly describes the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

12. SAMPLES:

The City may request a sample product as part of a bid. This will be provided at no charge to the City. Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

13. DISCOUNT PERIOD:

Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

14. FOB (FREE ON BOARD) POINT:

All prices quoted are to be FOB delivered to the using department, City of Elizabethton, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsible for damage in transit.

15. TAXES:

The City is exempt from Federal excise taxes and state and local sale or use taxes. Exemption certificates will be furnished upon request.

16. CONDITION STANDARDS:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and shall be the manufacturer's latest model unless otherwise stated in the bid.

17. INSPECTION:

All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

18. SAFETY STANDARDS:

Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any standards thereunder.

19. PARTS AND SERVICE:

The successful bidder must be able to provide adequate parts and service for items bid.

20. BID TABULATIONS:

Tabulations of bids will be furnished upon request.

21. PENALTIES:

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons:

1. Bid received after bid opening time.
2. Bid not signed.
3. Descriptive literature not included with the bid.
4. Sample not provided with bid if requested.

22. COOPERATIVE PURCHASING:

Bidder's/Proposer's are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

23. EQUAL OPPORTUNITY:

It is the policy of the City of Elizabethton to provide equal employment opportunities and provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the Planning & Economic Development Director at (423) 542-1503 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643. Requests for accommodation of a disability should be directed to the Purchasing Director at (423) 542-1505 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643.

24. IRAN DIVESTMENT ACT OF 2014:

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. §12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Elizabethton; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-library>.

25. LICENSES, FEES, PERMITS:

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

26. NON-COLLUSION AGREEMENT:

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Elizabethton, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Elizabethton has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

27. WARRANTY:

1. Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

TECHNICAL SPECIFICATIONS

A. SCOPE

To provide preventive maintenance, repairs, and twice a year inspections (spring and fall) to the HVAC Systems including central air conditioning units, heating units, gas furnace, thru-the-wall-units and related equipment located at the City of Elizabethton City Hall Complex, Elizabethton Library, Elizabethton Electric System, Park and Recreation, Fire Department Stations, 1, 2, and 3, Police Department, Golf Course, Waste Water Plant, Airport, City Garage, Elizabethton Senior Citizen Center, Elizabethton Rehabilitation Center, Elizabethton Boys & Girls Club, Joe O'Brien Field.

B. SPECIFICATIONS

REQUIREMENTS:

1. Contractor shall furnish all labor, supervision, tools, materials and equipment necessary to fully maintain all HVAC units in accordance with all terms, conditions, provisions and schedules of this specification and to keep them in first class operating condition.
2. All work performed under this contract shall be performed in accordance with all applicable Codes and with the standards, which are incorporated into this contract in their entirety.
3. The contractor shall demonstrate that he/she has satisfactorily performed maintenance on similar systems and that he/she has a local organization and facilities location within one-hundred (100) miles of the site to properly fulfill all of the services required on the type of equipment installed at any of these locations.
4. Only companies who are qualified as above will be permitted to submit a bid on this work.
5. Inspection and major repairs are to be made during normal working hours. Normal operating hours are 8:00 am to 5:00 pm Monday through Friday. The City reserves the right to direct that this work be done on an overtime basis (Hours other than normal operating hours).
6. Contractor shall be free to stop and start the various pieces of equipment covered by this contract when this is essential to the proper performance of the contract, but only with the approval of the Facilities Department Head.
7. A written report shall be provided by each service mechanic working under this contract which shall detail each piece of equipment on which work was performed, the nature of all work, total hours worked and indicate recommendation for future work. Each report is to be signed by one of the authorized persons designated by

the City each day that work is performed. A copy of each report is to be left with the Facility Department Head.

8. All work on units is included in this agreement.
9. "Furnish" as used in this specification is hereby defined as "provide or install" at no additional cost to the City beyond the agreed upon contract price.
10. It will be mandatory that every unit be inspected with a Facilities Department Representative to familiarize themselves with all equipment involved before submitting a bid.
11. Contact can be terminated if vendor fails to abide by the contract.
12. The City has the option of providing any or all materials required for repair or servicing.

C. CONTRACTOR CERTIFICATION

Contractors must provide qualified technicians that can work on all types of units. If selected, the Contractors will supply a copy of the technicians training certificate upon request.

D. REPLACEMENT PARTS AND MATERIALS

All parts installed and/or materials used are to exact duplicate, or an approved substitute or original used and/or specified by the manufacturer of the equipment, and in every case, guaranteed as per manufacturer's specifications.

E. LAWS AND ORDINANCES

All work shall be performed in all respects, in strict conformity to all laws, regulations, and ordinances of the Federal, State, County, and Municipal governments, and all departments and bureaus thereof having jurisdiction and of the National Board of fire underwriters and the Utility Companies which are in force at the time of inspection and/or repair work.

F. REPAIR SERVICE

The contractor shall provide all labor, tools, equipment, materials, and all incidentals required and /or implied for the complete and satisfactory performance of repair servicing for all HVAC systems. Repairs are to be made during normal working hours, Monday through Friday. Repairs will be paid for on an hourly labor rate basis. Normal service calls are to be answered within eight (8) working hours. Critical service calls (as determined by the City) shall be answered within two (2) working hours. Repair service

must be available twenty-four hours a day, seven days a week, three hundred sixty-five days per year. At a minimum, HVAC repair service shall be provided as needed and shall include, but not limited to the latest revision of ANSI/ASHRAE/ACCA Standard 180-2008. In the event that a complete unit is needed after inspection, the Contractor shall provide a quote to the Department Manager. The contractor must not proceed with the installation of a new unit, until after the Department Manager receives the approval of the Cities Purchasing Director, and Finance Department.

G. INSURANCE

The contract shall, during the entire progress of the work to be done hereunder maintain insurance by a reputable company for Workman's Compensation insurance as required by the Statutes of the State of Tennessee, and Public Liability Insurance insuring against bodily injury and property damage in the amount of \$1,000,000.00 combined single limit, insuring you as contractor, as well as the City of Elizabethton, as an additional named insured, with respect only to liability afforded by the policy. Said liability insurance shall be the Comprehensive General Liability form and include blanket contractual as well as Independent Contractors and completed operations coverage. If selected the Contractor, will be required to submit a proof of insurance.

H. PROTECTION OF WORK AND PROPERTY

1. The successful bidder shall, during the period of inspection and/or repair, maintain good, clean, safe working conditions at all times and shall be responsible for keeping the areas free from all debris, machine parts, tools, etc., and shall leave the areas clean and orderly.
2. The contractor shall continuously maintain adequate protection for all of their items from damage and shall protect the City's property from damage, injury or loss arising in connection with this contract.
3. The contractor agrees to indemnify the City of Elizabethton from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs, or judgments against it arising from any and all work under this contract.

I. WORK INCLUDED

Temperature Control Systems (Direct Digital Control), Central Air Conditioning Units, Heating Units, Gas Furnace, cooling tower, and all thru-the-wall equipment.

1. Regularly and systematically test, examine, adjust, calibrate, and clean all thermostats, humidity controls, temperature controls, pressure controls, valves, relays, motors, fans, compressors, and any other parts and accessories directly pertaining to each particular system or piece of equipment.
2. Furnish and install all necessary parts, relays, switch controls, thermostats, automatic valves, limit switches, belts, fan motors, compressors, etc. to maintain each particular system and its components in proper operating condition.
3. Furnish and install all lubricants, painting and cleaning supplies, glycol, refrigerant gas, etc. Clean all permanent filters.
4. To maintain the operating integrity and unified appearance of the systems, only parts made by the original manufacturer or other authorized replacement parts manufacturer will be an acceptable replacement.
5. Inspect, test, adjust, lubricate, and clean all equipment as applicable.
6. Calibrate system as required to maintain manufacturer's specified system performance.
7. Provide and install or repair (if applicable) all parts and other attachments and materials as required to maintain manufacturer's system performance.
8. Each bid submitted shall include twice a year (spring and fall, before cooling and heating seasons begin) inspections per term of contract during normal working hours.
9. Chemically wash the evaporator and condenser coils each spring.

J. WORK ITEMS

Work to be performed during spring/fall inspections:

1. **Cooling Coils:** Clean coils, check coil supports for rust and paint when necessary.
2. **Filter Changes:** Change filters as needed.
3. **Condensate:** Clean pan, check pipe for blockage and perform water treatment fouling.
4. **Fan Assemblies:** Check fan drive motor and switches. Check for belt tension and condition, replace if required. Lubricate motor bearings, fan bearing and dampers.
5. **Control System:** Check operation of thermostats calibration, automatic valves, relay damper operators, limit switches, and adjust if necessary.
6. **Heating Coils:** Clean coils, check heating coil sections for leaks.
7. **Valves and Controls:** Check all valves and controls for proper operation.
8. **Ducts:** Check automatic dampers for freedom of operation. Lubricate damper bearings. Check position of outside and return air dampers for normal setting. Check duct installation for missing or loosened sections and report findings.
9. **Chillers and Separate Condensing Units:** Check operation of pressure controls and unloading devices and observed back and head pressures. Compare to manufacturer's requirements. Correct condition, if required.
10. **Thermal Valves:** Check operation and record and report suction overheat. Adjust only when necessary.
11. **Refrigerant Charge:** Find leaks, repair and add refrigerant as required.
12. **Compressor Motors, Drives, and Bodies:** Check motor bearings, lubricate only when necessary. Check drives for belt tension; wipe dirt and oil from pulleys, flywheel and belt. Check shaft seal for leaks. Check oil level and condition of oil in crankcase.

13. Fan Assemblies: Check fan drive motor and switches. Check belt tension and correct if required. Replace if required. Lubricate motor bearings and fan bearings as required.
14. Pump Assemblies: Check motor and pump bearings and glands. Lubricate only when necessary. Clean suction screen. Check pump drive for belt tension.
15. Water Supply: The chiller system shall have glycol in proportion to water system capacity so that it will not freeze at -20 degrees Fahrenheit. Systems shall not be drained.
16. Clean Water: Cooled condensers as required with acid. Be sure to flush and alkalize with neutralizer.
17. Casings: Clean casings, pans, and eliminator.
18. Valve stems: Replace valve packing material to prevent leakage, as required.

K. BUILDING LOCATIONS AND KNOWN PROPERTY TO BE SERVICED

All City buildings will be serviced under this contract.

1. Elizabethton Library 201 N Sycamore Street
 - a. Water Source Heat Pumps (12)
 - b. Gas Boiler (1)
 - c. Base Mounted Pumps (2)
 - d. Fluid Cooler (1)
2. Elizabethton Electric System 400 Hatcher Lane
 - a. Water Source Heat Pumps (15)
 - b. Gas Boiler (1)
 - c. Base Mounted Pumps (2)
 - d. Fluid Cooler (1)

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| 3. Park and Recreation Building | 300 West Mill Street |
| a. Package Roof Top Units (6) | |
| 4. Elizabethton City Hall | 136 South Sycamore Street |
| a. Split Systems (10) | |
| 5. Fire Station 1 | 121 South Sycamore Street |
| a. Package Roof Top Units (2) | |
| b. Gas fired heater (1) | |
| c. Backup Generators (4) | |
| 6. Fire Station 2 | 1210 West G Street |
| a. Split System (1) | |
| b. Gas fired heater (1) | |
| 7. Fire Station 3 | 100 Buck Van Huss Drive |
| a. Split System (1) | |
| b. Gas fired heater (1) | |
| 8. Police Department | 525 East F Street |
| a. Package Roof Top Units (2) | |
| 9. Golf Course | 185 Buck Van Huss Drive |
| a. Split System (2) | |
| 10. Waste Water Plant | 217 Sycamore Shoals Drive |
| a. Split System (1) | |
| 11. Airport | 415 Highway 91 |
| a. Package Roof Top Units (5) | |
| b. PTAC Units (5) | |
| 12. City Garage | 729 South Sycamore Street |
| a. PTAC Units (8) | |
| b. Split System (1) | |

- c. Gas fired Unit Heater (11)
- d. Ice Machine (2)

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| 13. Elizabethton Senior Citizen Center | 428 East G Street |
| a. PTAC Units (10) | |
| 14. Elizabethton Rehabilitation Center | 407 Cherokee Park Drive |
| a. Split System (3) | |
| b. Package Unit (2) | |
| 15. Elizabethton Boys & Girls Club | 104 Hudson Drive |
| a. Split System (2) | |
| 16. Joe O'Brien Field | 208 North Holly Lane |
| a. Package Unit | |

Terms and Conditions:

1. The initial term of this Service Agreement shall be for two (2) year(s) with opportunity of yearly extension if agreed upon by all parties. This Service Agreement is effective (to be determined at a later date), provided that the Contractor will have no obligation to the City of Elizabethton prior to approval of this Service Agreement in writing as provided below by an authorized representative of both parties.
2. Payment and Taxes. Payment will be net thirty (30) days from the date of the invoice. The City of Elizabethton is a tax-exempt entity. A certificate will be provided upon request of the Contractor.
3. Termination. This Agreement may be terminated by either party upon dual attempts to reconcile an issue of either payments, lack of quality workmanship, failure to follow contract or customer service provided by either party.
4. City Building Obligations:
 - a. Provide Contractor with reasonable and safe access to all equipment.

- b. Reimburse Contractor for services, repairs, and/or replacements performed by contractor beyond the "Scope of Services" or otherwise prevailing overtime/holiday rates for labor and prices for materials and may at the contractors option be subject to a separate written agreement prior to undertaking such work.**

AGREEMENT PRICE

Contractor will provide a two (2) year HVAC maintenance agreement complete with the terms listed above.

Elizabethton Library _____

Elizabethton Electric System _____

Elizabethton City Hall _____

Fire Station #1 _____

Fire Station #2 _____

Fire Station #3 _____

Police Department _____

Golf Course _____

Waste Water Plant _____

Airport _____

City Garage _____

Elizabethton Senior Citizen Center _____

Elizabethton Rehabilitation Center _____

Elizabethton Boys & Girls Club _____

Joe O'Brien Field _____

Total Sum _____

Hourly Rate _____

Overtime Rate _____

Authorized Company Representative Signature

Address: _____

Phone Number: _____

The undersigned bidder has become familiar with local conditions and the character and extent of the work, has carefully examined the specifications, instructions for bidders, information for bidders, and thoroughly understands their stipulations, requirements and provisions. The undersigned bidder further agrees to provide all necessary materials, equipment, tools, incidentals, and other means of construction to do all the work which is necessary to complete the work in accordance with the bid documents, the specifications and set forth in the bid forms to do all and any work as needed which may be required in connection with the construction and completion of the work as required.

The bidder understands that the quantities of work shown herein are approximate only, and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased are to be performed at the unit prices stated in the bid forms estimate of quantities. In compliance with the bid documents, the undersigned bidder hereby proposes to perform the work for completion of all items listed in the bid forms; in strict accordance with the advertisement for bids, information for bidders, specifications, and all other bid documents. The undersigned bidder agrees, upon receipt of written notice of the acceptance of this bid within thirty days (30) after the date of the opening of the bids, that it will execute a contract in accordance with the bid as accepted.

Bidder: _____

Address: _____

Witness: _____

Bidder's Tennessee License Number: _____

Bidder's License Expiration Date: _____

Contractor: _____ City Representative: _____

ATTEST: _____ ATTEST: _____

Name: _____ Name: _____

Title: _____ Title: _____

