

ROANE COUNTY PURCHASING DEPARTMENT INVITATION TO BID

Roane County is inviting sealed bids for the service(s) listed below, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

**Bid Number: 2015-1003/ALL FUNDS
HVAC MAINTENANCE & RELATED SERVICES**

Open Date & Time: JUNE 18, 2015 at 2:00 p.m. (Eastern Time Zone)

The Bid Envelope must show the Bid Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

**Lynn Farnham, CPPO, CPPB
Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lfarnham@roanegov.org**

GENERAL TERMS & CONDITIONS

Attached are instructions and conditions for submitting a bid for Roane County Government. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PREPARATION & SUBMISSION

1. Bidders are expected to examine specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
2. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
3. All pricing submitted in the bid document must be completed in ink or typewritten. The bottom line total must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
4. All bids must meet or exceed the enclosed specifications.
5. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
6. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
7. On the outside of the envelope/package mark the bid as follows:
 - Vendor Name & Address
 - Bid Number
 - Bid Date & Time
8. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

12. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
2. Bids must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other bids will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

1. Only the bottom line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.
2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.
3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event no funds are appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee.
2. A Roane County Business License is required if a contractor is doing more than \$50,000 in business in the county.
3. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bid.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide the services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

2015-1003/ALL FUNDS – HVAC MAINTENANCE & RELATED SERVICES

VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

_____ Yes _____ No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**2015-1003/ALL FUNDS – HVAC MAINTENANCE & RELATED SERVICES
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

_____ African American Owned
_____ Caucasian Owned
_____ Native American Owned
_____ Other Owned

_____ Asian Owned
_____ Hispanic Owned
_____ Woman Owned

Signature

Title

**2015-1003/ALL FUNDS – HVAC MAINTENANCE & RELATED SERVICES
DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Roane 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 _____.

**2015-1003/ALL FUNDS – HVAC MAINTENANCE & RELATED SERVICES
STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public,
_____, the within named bargain or, with whom I am personally acquainted,
and known to me to be the President / Owner / Partner (as applicable) of the _____
_____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged
to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20__.

Notary Public

My commission expires _____

Statement of Compliance – Illegal Immigrants

**2015-1003/ALL FUNDS – HVAC MAINTENANCE & RELATED SERVICES
BUSINESS TAX & LICENSE AFFIDAVIT**

The undersigned, ("Affiant"), states that he/she has legal authority to swear this on behalf of _____ ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that "*no purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent*".

Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ County, Tennessee.

AFFIANT

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**2015-1003/ALL FUNDS – HVAC MAINTENANCE & RELATED SERVICES
SPECIFICATIONS**

PROGRAM SCOPE

1. The contractor on all equipment shall provide preventive maintenance services and associated devices related to the heating, ventilating, air conditioning, and control systems as outlined within the specifications.
2. The contractor shall furnish all personnel, parts, materials, test equipment, tools and services in conformance with the terms and conditions as outlined below.
3. Each bidder is required to visit the site(s) of the equipment and proposed work prior to submitting their bid. The purpose of the visit is to acquaint the bidder with any and all conditions at the site(s) and to identify, inspect and inventory the equipment. *Bidders may not tour the facilities unaccompanied at any time.*
4. The contractor shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services as required because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.
5. Award of the contract will be determined by price, technical competence, references, experience and other factors deemed requisite to satisfactory performance of the specified services.

CONTRACTOR'S QUALIFICATIONS

1. Experience – The contractor shall demonstrate a minimum of ten (10) years of experience in the commercial mechanical business.
2. Technician's Requirements – The technicians assigned to maintain mechanical systems will be qualified to service the equipment type under contract, as well as all associated pneumatic, electric and electronic controls. All assigned technicians are to be EPA certified.
3. Local References – The contractor shall submit a list of local clients with similar full responsibility contracts who have been under contract with the bidder for a period of not less than two (2) years.
4. Subcontracting – Under no condition shall any work specified herein be subcontracted.
5. Preventive Maintenance Scheduling – The contractor shall schedule preventive maintenance tasks to assure a uniform and detailed method of scheduling work.
6. Inventory & Test Equipment – The contractor shall maintain an adequate inventory of replacement parts and components and shall demonstrate ownership of the proper tools and test equipment to maintain all the system under contract.
7. Replacement Parts – The contractor shall maintain or have immediate access to the replacement parts for any component in the system included in this contract to insure prompt service in an emergency.
8. Licensing – The contractor shall be fully licensed at the time of bid to do business at the job site(s).
9. Insurance – A certificate of insurance must be on file in the Purchasing Department before work can begin.
10. Qualification Compliance – The bidder shall indicate his complete and total compliance with the above contractor qualifications by a letter signed by a corporate officer of the firm with complete listing of exemptions, if any.
11. Drug Free Work Place – Bidders must submit a Drug Free Work Place in the bid.

GENERAL MAINTENANCE PROCEDURES

1. All preventive maintenance tasks shall be based on using manufacturer's recommendations on each building's equipment and no less than ten (10) years manufacturer's specifications to assure uniform, detailed and an all-inclusive method of defining preventive maintenance tasks. The bidder shall be required to submit copies of all reports to demonstrate compliance to this requirement.
2. The contractor shall control scheduling the interval of preventive maintenance and task functions to be performed by both calendar periods and operative hours (run time) as pertinent to each piece of equipment.
3. As work is scheduled, the contractor shall issue to the mechanic on the job, a service report detailing exactly what tasks to perform and special tools and instrumentation needed to maintain the systems at optimum comfort and efficiency levels.
4. After each service call is completed, a service report shall be furnished to a designated representative of the county for signature.
5. After each service call report is signed off, details from the completed service report will be incorporated into a preventive maintenance report to assure a closed loop performance control and continued updating. The county has on going access to this file within 48 hours of notification of the contractor.
6. On a semi-annual basis, the contractor shall advise and assist in the determination of improvements to the mechanical and control system that shall conserve energy and minimize utility expenditures. This shall include an initial energy management review with written recommendations and thereafter shall provide semi-annual energy audits.
7. The contractor will notify the county of new or changes to EPA guidelines or other State or Federal legislation, which will affect the operation of the system and/or its components.
8. The contractor will provide and check all chemicals in the water system to include the chill water system, hot water system and cooling tower.
9. The contractor will make any minor repairs and do periodic maintenance, i.e. seals, bearings, belts, leaks. Any major repairs not covered by this contract must be quoted and approved prior to repairing. Quotes on repairs shall exclude labor and travel.
10. Roane County reserves the right to have an engineer's consultation and/or design improvements outside this maintenance contract.

PREVENTIVE MAINTENANCE CALLS

1. All planned maintenance service under this agreement will be performed during the county's normal working hours defined as 8:00 a.m. to 4:30 p.m., Monday through Friday.
2. The county will provide reasonable means of access to all equipment covered by this agreement. The contractor will be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with the county's representative. The regular preventive maintenance inspections shall be made every 60 days.

EMERGENCY SERVICE

1. Every activity performed under this agreement is designed to minimize the incidence of emergency situations. However, backup emergency service will be provided 24 hours a day to limit down time and inconvenience.
2. The contractor shall provide emergency service on an as needed basis. Emergency service shall be considered as calls in addition to the scheduled preventive maintenance calls.
3. This emergency service shall be provided, as often as needed, on a 24-hour basis, weekend and legal holidays are included.
4. The contractor shall be capable of responding to an emergency within four hours after notification of the system problems.
5. Contractors are to supply two local area phone numbers. A person or persons under direct employment of the bidder must answer these phones. The contractor shall also provide the county with at least two employee's pager and/or cell numbers.

REPLACEMENT PARTS

1. When it is necessary to replace parts, the contractor will coordinate the purchase of parts with the Purchasing Agent. If the contractor supplies parts, a copy of the original invoice for the parts must accompany any billing sent to Roane County. Roane County reserves the right to purchase equipment if it more advantageous to do so.
2. Mark up for replacement parts is _____%.
3. The contractor must be able to assist Roane County in obtaining the coolant for the chiller. The contractor must be able to store coolant in a manner pursuant to EPA guidelines.

HVAC MAINTENANCE COURTHOUSE & JAIL

Bids are invited for a maintenance contract for the Heating, Ventilation and Air Conditioning systems at the Roane County Courthouse and Juvenile Probation Building as per the specifications. The Juvenile Probation Building will cease operating as a detention facility in the first quarter of the upcoming fiscal year. The use of the building has not yet been determined but will most likely be used for office space and/or storage.

COURTHOUSE EQUIPMENT

- 1 – MODEL YORK RECIPROCATING HERMETIC PACKAGED LIQUID CHILLER
- 1 – MARLEY COOLING TOWER 200 TON – STAINLESS STEEL SUMP
- 1 – BELL & GOSSETT CONDENSER WATER PUMP
- 1 – BELL & GOSSETT CHILLED WATER PUMP
- 1 – BELL & GOSSETT HOT WATER CIRCULATING PUMP
- 1 – 3,000,000 BTU GAS HOT WATER BOILER
- 1 – EXHAUST FAN, ALL STARTERS & CONTRACTORS
- 2 – PRV BELL & GOSSETT PRESSURE REGULATING VALVES

WATER TREATMENT

- CHILL WATER SYSTEM
- HOT WATER SYSTEM
- COOLING TOWER

JAIL EQUIPMENT

- 1 – 30 TON MCQUAY AIR COOLED CHILLER
- 1 – BELL & GOSSETT CHILLER WATER PUMP
- 3" HONEYWELL MIXING VALVES WITH ELECTRIC OPERATORS

PRICE AS FOLLOWS:

ANNUAL LUMP SUM PRICE FOR COURTHOUSE \$_____

ANNUAL LUMP SUM PRICE FOR JUVENILE PROBATION \$_____

MISCELLANEOUS REPAIRS/SERVICE

In addition to the HVAC Program for the Courthouse & Juvenile Probation Building, Roane County is also inviting bids for miscellaneous repairs and/or service for other departments within the county. This contract also includes repair services for refrigeration equipment, boilers and/or chillers not listed herein and plumbing associated with the aforementioned equipment.

Bidders are to have the same qualifications as indicated in the bid document and the same terms and conditions apply to this type of work.

Minor supplies and/or materials and tools are to be furnished by the contractor. Any additional equipment and/or parts needed for repair may be purchased by the county and supplied to the contractor or the county may request that the contractor provide this equipment and/or parts as part of the service. If the contractor supplies the equipment and/or parts it is to be at the contractors cost plus a specified mark up. The contractor must contact the department manager of the using department before any equipment or parts are purchased. The county may not reimburse purchases made by the contractor prior to the purchase being made that are not approved.

PRICE AS FOLLOWS:

Labor per Hour for Refrigeration Mechanic (Regular Time)	\$ _____
Labor per Hour for Mechanic's Helper (Regular Time)	\$ _____
Labor per Hour for Refrigeration Mechanic (Over Time)	\$ _____
Labor per Hour for Mechanic's Helper (Over Time)	\$ _____
Trip Charge to Roane County	\$ _____
Mark Up on Equipment and/or Parts	_____ %

REQUIRED DOCUMENTS

Bidders must use the envelope cover sheet included herein.

The following documents must be returned in the bid envelope:

- Vendor Information Sheet
- Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
- Drug-Free Workplace Affidavit
- Statement of Compliance Certificate of Illegal Immigrants
- Business Tax & License Affidavit
- Certificate of Insurance issued by the Contractor's Insurance Company.

CONTRACT

Roane County's Purchase Orders and the Terms & Conditions and the Specifications of this Invitation to Bid will serve as the contractor's contract.

COMPLIANCE

1. If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
2. Roane County does not guarantee any quantities of goods or services to be purchased from of this term Contract. Roane County does not have an exact dollar amount that was procured for these types of goods/services.

TERM OF THE CONTRACT

The term of the contract is for fiscal year beginning July 1, 2015 through June 30, 2016.

BID RENEWAL

Roane County reserves the right to renew all aspects of the bid one year at a time for an additional two (2) years based on a firm fixed price. Roane County Purchasing will notify the vendor of their intention to renew this contract prior to June 1 of the proposed renewal year. This renewal is not automatic and will be based on an annual review of the contract.

Roane County reserves the right to purchase these items/services from other sources if the need arises. Roane County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Roane County desire not to renew, no reason needs to be given.