Anderson County Government

(Formal)

Tony, Foreman, Purchasing Agent
100 North Main Street, Courthouse, Suite 214
Clinton, Tennessee 37716-3687
(865) 457-6218 Phone
(865) 457-6252 Fax
purchasing@andersontn.org

Bid No.: 4712

Date Issued: October 13, 2016

Bids will be received until 11:30 a.m. Eastern Time on November 15, 2016

Sealed bids subject to the <u>General Terms and Conditions</u> of this Formal Invitation to Bid, and any other data attached or incorporated by reference. Bids will be received in the Office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED FAVORABLE TO THE BEST INTEREST OF ANDERSON COUNTY.

Tony Foreman, Anderson County Purchasing Agent

BID DESCRIPTION

HVAC Units - Anderson County Buildings & Grounds Department, Clinton, TN

MANDATORY PRE-BID MEETING on November 1, 2016 @ 9:00 a.m. Meet in the Purchasing Department 100 North Main Street, Suite 214, Clinton, TN 37716

All vendors must submit 1 original and 2 exact copies, including brochures, of their bid.

Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

BID # 4712 HVAC UNITS SPECIFICATIONS & PRICE SHEET

Anderson County Buildings & Grounds Department is seeking a vendor to replace seven (7) HVAC Units in buildings located at 101 South Main Street, Clinton, TN 37716. Please price each unit and the labor charge individually; the number of units to be replaced is contingent upon funding.

Please price each HVAC Unit and labor charges individually:

I. Elevator Waiting Area M:		Elevator Waiting Area M:	
	•	Hydrobank Mammoth	
	UN	NIT PRICE: \$	
	LA	BOR CHARGE: \$	
!!		Juvenile Court Office 1:	
		Model # F043HH J-F Serial # 00M272635 208-23016013	
	UNIT PRICE: \$		
	LA	BOR CHARGE: \$	
Ш		Juvenile Court Office 2:	
	•	Model # D009H1E01 Serial # 82F 87381 208-230 Phase 60	
	UN	IIT PRICE: \$	
		BOR CHARGE: \$	
IV		Juvenile Court Office 3:	
	•	Model # D009H1E0 Serial # 82 F 87379 208-230	
	•	Phase 60	
	UN	IIT PRICE: \$	
LABOR CHARGE: \$		BOR CHARGE: \$	

V.	Waiting Area:			
•	Model # D013HHW-F Serial # 06C327455 Phase 60			
IU	NIT PRICE: \$		-	
LA	ABOR CHARGE: \$		_	
VI.	County Attorney's Office – File Room:			
•	Model # F052H1E01 Serial # 82F 87358 Phase 60			
U	NIT PRICE: \$			
LA	ABOR CHARGE: \$		-	
VII.	Sheriff's Department – Operations Office:			
•	Model # F034H1E01 Serial # 82F 87270 Phase 60			
U	NIT PRICE: \$		-	
LA	ABOR CHARGE: \$.t:	-	
a.m. a	g carefully examined the specifications for "HVA0 and the other contract documents and addenda, viried for the amount listed on the attached price shall SIGNATURE:	we he	nereby propose to the products/services as	:30 s
Compa	any Name		Date	
Bid Re	presentative (Please Print)		Signature	
Street	Address		City, State Zip	
(Phone) (Number Fax Nu) Imbor	or .	
THORE	rax Nu	annoel		
Email A	Address			

BID NUMBER: 4712

BID TITLE: HVAC Units

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids <u>MUST</u> be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid reach the Purchasing Department. If the bid is not delivered to the <u>correct location by the correct time</u> it is not considered.

Please note that Anderson County Government does not receive a guaranteed Delivery time for express mail and/or packages. Please mail accordingly.

ANDERSON COUNTY PURCHASING DEPARTMENT 100 NORTH MAIN STREET, SUITES 214 AND 218 CLINTON, TN 37716

Email: <u>purchasing@andersontn.org</u>
Website: <u>http://andersontn.org/purchasing</u>

(865) 457-6218 Phone (865) 457-6252 Fax

Bid documents must be completed in ink or typed, signed in ink, and free from alterations, erasures or mark-throughs.

SECTION 1 - GENERAL TERMS AND CONDITIONS

- **1.1 <u>ALTERATIONS OR AMENDMENTS:</u>** Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.
- **1.2 NO CONTACT POLICY:** After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 1.3 QUESTIONS: Pursuant to TCA §12-4-113, 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 within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.
- 1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.
- **1.5 TAXES:** Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.
- **1.6** CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.
- **1.7 NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

- **1.8 NON-DISCRIMINATION:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- 1.9 <u>SAME AS OR EQUIVALENT TO:</u> Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. The designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid does meet or exceed the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as was requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
- **1.10** MULTIPLE BIDS/AWARDS: Anderson County will consider multiple bids that meet specifications. Bid awards may include multiple approved vendors and the list of approved vendors may be added to or deleted from at any time.
- 1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."
- **1.12 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.
- **1.13 BID AWARDS:** Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.
- 1.14 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

- **1.15 DELIVERY:** Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in their bid, reference Terms & Conditions section 2.4.
- **1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.
- **1.17** <u>VENDOR'S DEFAULT:</u> Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.
- **1.18 DUPLICATE COPIES**: Anderson County requires that all vendors submit one original and two exact copies of their bids, including brochures; unless additional copies are requested in bid specifications.

- 1.19 <u>DRUG-FREE WORKPLACE:</u> Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.
- **1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department 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. The Purchasing Agent must receive questions regarding the specifications or bid procedures not less than seventy-two (72) hours prior to the time set for the bid opening.
- **1.21** <u>SCHOOL CAFETERIA BIDS:</u> If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.
- **1.22 <u>TERMINATION:</u>** Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.
- **1.23** OSHA SAFETY: The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.
- **1.24 PERFORMANCE BOND:** A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.
- **1.25 BACKGROUND CHECKS:** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
- **1.26 AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.
- **1.27** PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.
- **1.28 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Anderson County and, 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, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- **1.29 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.
- **1.30 WAIVING OF INFORMALITIES:** Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.
- **1.31 APPROPRIATION:** In the event no funds are appropriated by Anderson 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.
- **1.32 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.
- 1.33 **QUANTITIES:** Anderson County does not guarantee quantities to be purchased off this bid.

- **1.34 UNIT PRICE:** Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- 1.35 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.
- **1.36 PRE-BID CONFERENCES:** Attendance at Pre-bid Conference is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be awarded the bid.
- **1.37 ADDENDUM:** Pursuant to T.C.A. 12-4-113 (a), Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website www.andersontn.org/purchasing up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.
- 1.38 PROPOSALS: All proposals, once received, become property of Anderson County Government and will not be returned.
- **1.39 WEATHER AND COURTHOUSE CLOSINGS:** In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

BID NUMBER: 4712

BID TITLE: HVAC Units

SECTIONS: 2, 3, AND 4 OF THIS FORM ARE TO BE SUBMITTED/RETURNED WITH YOUR BID AS PART OF THE CONTRACT BID DOCUMENTATION.

OFOTION & DID INFORMATION					
SEC	TION 2 - BID INFORMATION				
2.1	I acknowledge the receipt of: (Please write "Yes" if you received)				
	Addenda 1 Addenda 2 Addenda 3 Addenda 4				
2.2	Please list and include in your bid packet all warranty information concerning length and coverage below ("Standard Mfg. Warranty" is unacceptable):				
2.3	Guaranteed days until delivery after receipt of purchase order:				
2.4	Additional Shipping, Freight or Handling Fees \$Total. (To be added to bid.)				
2.5	If bid varies from the specifications, make full				
2.6	explanation. Payment terms shall be%days. Offers of less than 20 days will not be considered in bid evaluation. Anderson County's normal payment terms of Net 30 will be adopted if no other				
2.7	terms are quoted and accepted. Bid Pricing will remain stable days				
2.8	from bid opening. Bidding on "all or none" basis Bidding on "low item" basis				
2.9	(Please check one) Will you honor additional purchases at this same				
2.10	price?YesNo Cooperative Purchasing Agreement: 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 vendor's approval of the Cooperative Purchasing AgreementYesNo					
State of Tennessee Business License Number: License #					
State of Tennessee Contractors' License Number::(See item 1.11) License #					

SECTION 3 - VENDOR INI	ONMATION
/endor Name	
/endor Address	
City	
State	Zip
elephone Number	
ax Number	
Contact Person (Please Prin	ot)
E-Mail Address	
axpayer Identification Number Identification Id	per, Social Security or per:
Vhat is the major service provides? Explain/Describe)	e or product your compa
The undersigned agrees if bid license information.	is accepted, to furnish all
uthorizing Signature:	
Please sign original in blue	e ink)
I agree to abide by all Te	erms and Conditions of this that I am authorized to sign

information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing the Bid Form affirms that the original Invitation for Bid document has not been altered in any way.

Failure to include any

		ВІС	O TITLE: HVAC Units
SEC	TION	4 - INSURANCE REQUIREMENT CHE	CKLIST
the Wo while d must b	orker's lelivery e main	Compensation Act, any and all claims for be and service are being done. A certificate of tained until work is completed.	heir expense adequate insurance coverage to protect them from claims arising under odily injury and property damage to the Bidder and to Anderson County Government finsurance <u>must</u> be on file in the Purchasing Department before work may begin and the state of the
7.		ems marked with an "X" are appli	
1.		Workers Compensation Employers Liability	Statutory limits 100,000/100,000/500,000
2.	\boxtimes	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
		 ○ Occurrence Form Only ○ Include Premises Liability ○ Include Contractual ○ Include XCU ○ Include Products and Comp ○ Include Personal Injury ○ Include Independent Contral ○ Include Vendors Liability ○ Include Professional or E&C 	oleted Operations actors
3.		Business Auto Include Garage Liability Include Garage Keepers Lia Copy of Valid Driver's Licen Copy of Current Motor Vehi Copy of Current Auto Liabili	nse icle Record
4.		Crime Coverages Employee Dishonesty Employee Dishonesty Bond	ı
5.		Property Coverages Builders Risk Inland Marine Transportation	
6. favor d issued	of Ande	Performance Bond Required – A Or erson County Government at a federally	ne Hundred Percent (100%) performance or an irrevocable letter of credit ir insured financial institution. This <u>MUST</u> be submitted before purchase orde
Insural strike require disclos	nce ca out "e ements sed. E rstand ed this	purity Government shall be named as a arrier ratings shall have a Best's rating condeavor to and include a 30-day not be must be disclosed to the Anderson Control of Exceptions can be granted if applicable. Bidden the insurance requirements of these states.	Sovernment, Clinton, Tennessee, and shall show the bid number and title an additional insured on all policies except worker's compensation and auto of A-VII or better, or its equivalent. Cancellation clause on certificate should otice of cancellation where applicable. Any deviations from the above punty Purchasing Agent. Any liability deductibles or exclusions must also be as Statement and Certification pecifications and will comply in full within 21 (twenty-one) calendar days in the county with proof of insurance for the entire term of the bid and or
		Vendor Name	Authorized Signature
	Bi	d Representative Name (Please Print)	Date

BID NUMBER: 4712

Date

BID ENVELOPE COVER

Anderson County Government 100 North Main Street, Suite 214 Clinton, TN 37716

BID # 4712

NAME OF PROJECT: HVAC UNITS

BID OPENING DATE: ______

BIDDER/CONTRACTOR: _____

ADDRESS: _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER: _____

LICENSE CLASSIFICATION: ____

DOLLAR LIMIT: ____

LICENSE EXPIRATION DATE: ____