



Robertson County Tennessee
Jody Stewart, Finance Director
Finance Department
523 South Brown Street, Springfield, TN 37172
(615) 384-0202 Fax (615) 384-0237

MAIL DATE: **8/20/2014**

HVAC Filter Services

Sealed bids must be received by: **9/17/2014 at 10:00 AM**

Robertson County Finance Office
523 South Brown Street
Springfield, TN 37172

THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1279 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Please enclose a stamped, self addressed envelope to receive a completed bid tabulation form. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Jimmy Finch, Supervisor, School Building & Grounds at (615)384-0213. For assistance with bid procedures contact Cheryl Moon, Robertson County Finance Office at (615) 384-0202 or by email: cherylrcf@comcast.net.

Note: Robertson County 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 County. 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.

BID SCHEDULE: #1279

Robertson County is accepting sealed bid proposals for the following:

HVAC Filter Services

Please submit a bid based on the attached specifications.

LUMP SUM Annual Contract Pricing \$_____

Non-Collusion Affidavit

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

Authorized Signature, Title (Owner/ Corporate Officer) Date

Printed Name: _____

Company Name Mailing Address

Telephone No. Fax No.

Email Address: _____

BID SCHEDULE: #1279

I. INTENT

It is the intent and purpose of these specifications to describe the general conditions and requirements necessary for an agreement and contract for HVAC Filter Services as provided herein or as mutually, agreed upon during the period of the contract. The conditions and requirements are intended to be open and nonrestrictive for the sole purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids and selection of the most responsible contractor. The contract shall be for one (1) year, beginning November 1, 2014 and continuing through October 30, 2015 with the option to renew for up to (2) two additional years for a total of (3) three consecutive years.

2. PRE-BID MEETING and SITE INSPECTION

A Pre-Bid meeting for all potential Bidders will be held on August 27th, 2014 at the Robertson County Board of Education Central Office, 2121 Woodland Street, Springfield, TN 37172 at 10:00 AM. Attendance is mandatory. All bidders are required to visit the sites based on the schedule offered at the Pre-Bid meeting to familiarize themselves with any conditions which may affect performance and bid prices. Submission of a bid will be proof that the Bidder is aware of all conditions affecting performance and bid prices. Please contact Jimmy Finch or Tom Houston at the Department of Buildings and Grounds (615) 384- 0213 if there are any questions.

3. SCOPE

Contractor shall furnish and change all HVAC filter materials in twenty-four (24) building sites in the Robertson County School System. The bid must include the complete cost of changing all filters, cleaning/replacing washable filters, cleaning the immediate area around the return grill and filter area satisfactory to the County during the contract period. Cleaning in the filter area includes, but is not limited to, removing dust and foreign material collected in that area during normal operation of the unit, foreign material between the filter and the unit, removing dirt, dust and debris from the return grills and surrounding areas, and the proper disposal of dirt, foreign materials and used filter materials. Every new filter or washed filter must be marked with bold ink, or tagged, indicating the date of service and initialed by the serviceman.

4. FILTER MATERIALS

All filter materials shall be of commercial grade quality designed specifically to provide (90) ninety-day service without loss of performance or reduction of air flow. Bidder must include a sample of every filter material intended for use in fulfillment of this contract with the bid response along with a Material Rating Sheet.

5. SCHEDULE

Filters will be changed on a (90) ninety day schedule unless otherwise specified by representative of the Department of Buildings and Grounds. All work must be coordinated with the Department of Building and Grounds.

6. PERFORMANCE OF CONTRACT

Upon arrival at a facility, the serviceman must report to and sign in with the Principal's Office or Supervisor prior to performing any work. An employee of the Building and Grounds Department will accompany the serviceman unless otherwise specified by a representative of the Department of Buildings and Grounds. The serviceman is required to sign-out with the Principal's office upon exiting a school.

BID SCHEDULE: #1279

7. PAYMENT

7.1 A copy of the Bidder's Work Order shall be presented to the Building and Grounds Department for each facility upon completion of services or at the end of each month. Hand deliver or mail Work Orders to Attn: Jimmy Finch, Building and Grounds, 3470 Highway 41 South, Springfield, TN 37172.

7.2 Each Invoice submitted for payment shall contain the following information; the building serviced, date of service, material/filters provided and installed price per each. Bidder must provide a separate, monthly invoice for each location serviced. Completed invoices shall be presented to: Robertson County Finance Department, Attn: School Account, 523 South Brown Street, Springfield, TN 37172. Robertson County's payment terms are: 30 days from receipt of invoice. Note: Payments may be delayed by school closings and holidays.

8. RELATED SERVICES

The County reserves the right to negotiate with the contractor for the purpose of additional filter services in existing facilities covered under this contract and for new facilities in addition to this contract.

9. CONTRACTOR RESPONSIBILITIES

9.1 LICENSING

Bidder shall have all current licensing from the State of Tennessee, a Robertson County Business License, and shall submit copies with this bid response. A Robertson County Business License Application may be obtained from the Robertson County Clerk's Office or by following the County Clerk's link on the Robertson County website www.robertsoncountyttn.org

9.2 CRIMINAL HISTORY AND DRUG SCREEN

Successful bidder must comply and remain in compliance throughout the contract period by providing proof of successful Criminal History TBI/FBI Fingerprint Background check and recent (within the past (60) sixty days for current employees) negative Drug Screen for every serviceman assigned to fulfill the performance of this contract. Amendments to the Tennessee Code Annotated § 49-5-413 require employers doing business with the Robertson County Board of Education to have their employee's criminal history records checked. No employer or employee shall enter the grounds of a school or childcare center operated by the Robertson County Board of Education without compliance. Note: Each successive contract renewal is subject, but not limited to, proof of updated Criminal History and negative Drug Screen for each serviceman. See Exhibit 'A'

9.3 IDENTIFICATION

The contractor shall provide each serviceman with a Photo Identification Badge which clearly states the company name, employee name and clear photo of the employee's face. This identification must be clearly displayed on their person at all times when on County property. A serviceman may be required to show additional identification or refused entry if the ID Badge photo does not match.

9.4 SAFETY

The contractor shall be responsible for the safety of their employees. Protective clothing and equipment shall be used when required. OSHA standards shall be enforced at all times.

9.5 COMPLAINTS

Complaints will be presented in writing to the Bidder's designee by a representative of the Department of Building and Grounds. All complaints and extra services must be handled within the 24 hour period after written notification has been made and cost negotiations, if any, are concluded between the Contractor and the Building and Grounds Supervisor.

BID SCHEDULE: #1279

9.6 CHANGES

The contractor shall provide services at required times as requested by the County. Any changes must be approved by a representative of Robertson County Board of Education. Requested service times may be changed to meet the Building and Grounds Supervisor's schedule.

9.7 DAMAGE/INJURY

The contractor shall be responsible for any charges for damages and/or personal injury incurred during the execution of the job.

10. INSURANCE

Each bidder is required to submit a Certificate of Insurance as proof of the minimum insurance requirements listed below.

The liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty day written notice to the County by registered mail prior to any modifications, cancellation/ non-renewal or other changes in coverage.

Policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are cancelled, it will be the responsibility of the contractor to furnish the County with a current Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will no lapse in coverage.

The minimum coverage required:

Worker's Compensation: Statutory limits.

General Liability: In a comprehensive form with a minimum limit of \$100,000.00 C.S.L. and \$500,000.00 aggregate.

Motor Vehicle Liability: In a comprehensive form with a minimum limit of \$100, 000.00 C.S.L.

BID SCHEDULE: #1279

Exhibit 'A'

Tennessee Code 49-5-413. Investigation of applicants for teaching or child care positions
Current as of 2010:

(a) In addition to the requirements of § 49-5-406, a local board of education or any child care program, as defined in § 49-1-1102, shall require any person applying for a position as a teacher and any person applying for any other position requiring proximity to school children or to children in a child care program to:

(1) Agree to the release of all investigative records to the board or child care program for examination for the purpose of verifying the accuracy of criminal violation information as required by § 49-5-406(a)(1)(A); and

(2) Supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation.

(b) Any retired teacher applying for a position as a teacher in accordance with title 8, chapter 36, part 8 shall not be required to comply with this section if the application is being made to the local board of education from which the teacher retired.

(c) Any reasonable costs incurred by the Tennessee bureau of investigation in conducting the investigation of an applicant shall be paid by the applicant the first time the applicant applies for a position with a local board of education or a child care program. The applicant shall be provided a copy of all criminal history records check documentation provided to the local board of education or child care program to which the applicant first applies. In lieu of additional criminal history records checks for subsequent applications, the applicant may submit copies of the applicant's initial criminal history records check documentation and shall not be required to pay any additional costs. Any local board of education or child care program may reimburse the applicant for the costs of the investigation if the applicant accepts a position as a teacher or any other position requiring proximity to school children or children in a child care program. Any local board of education or child care program may establish a policy authorizing payments for investigations of an applicant who provides school maintenance, clean up, food service and other such functions other than administrative or teaching functions or duties. A local board of education or child care program may pay for an investigation of the applicant regardless of whether the applicant accepts an offer for employment with the board of education or child care program.

(d) (1) (A) Any person, corporation or other entity that enters into or renews a contract, or contracts with any person, corporation, or other entity that enters into or renews a contract, with a school, local board of education or child care program as defined in § 49-1-1102, on or after May 30, 2008, shall be required to comply with this subsection (d) if the contract requires:

(i) The person or an employee of the person, corporation or other entity to have direct contact with school children or to children in a child care program; or

(ii) The person or employee to have access to the grounds of a school or child care center when children are present.

(B) Any person, corporation or other entity that, on or after September 1, 2007, but prior to May 30, 2008, entered into or renewed an applicable contract or contracts with a school, local board of education or child care program as defined in § 49-1-1102, and the contract remains in effect on May 30, 2008, shall be governed by this subsection (d) as it existed prior to May 30, 2008. However, all parties to any such contract may agree to come within subsection (d), even if the contracts were entered into or renewed prior to May 30, 2008.

(2) (A) It is the duty of the person, corporation or other entity that employs a person described in subdivision (d)(1) to require the applicant to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with the children or enter school grounds.

(B) If the person, corporation or other entity is an out-of-state employer, the requirements of subdivision (d)(2)(A) are satisfied if the employer presents proof that a criminal history records check that is comparable to that required by subdivision (d)(2)(A) has been conducted on the employee described in subdivision (d)(1). To qualify as a comparable criminal history records check, it must include a fingerprint-based criminal history records check that is conducted by the federal bureau of investigation.

BID SCHEDULE: #1279

(C) Notwithstanding subdivision (d)(2)(A), a person, corporation or entity that, for one (1) employee, satisfies the requirements of this subsection (d) for one (1) school, one (1) local board of education or one (1) child care program shall be deemed to have satisfied the requirements for any other school, board of education or child care program, as long as the employee remains in the continuous employment of the same person, corporation or entity.

(D) Notwithstanding subdivision (d)(2)(A), a person, corporation or other entity that, for one (1) contract, satisfies the requirements of this subsection (d) shall be deemed to have satisfied the requirements of this subsection (d) for any subsequent contract, as long as the employee servicing or working on that contract remains in the continuous employment of the same person, corporation or entity.

(3) (A) No employer, or employee of the employer to whom this subsection (d) applies shall come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present until the criminal history records check has been conducted on the person.

(B) No employer, or employee of the employer, to whom this subsection (d) applies shall come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense or a violent sexual offense as defined in § 40-39-202.

(C) (i) If an employee is convicted of an offense that, if committed on or after July 1, 2007, is a sexual offense or a violent sexual offense as defined in § 40-39-202, after the employer has conducted a criminal history records check on the employee, the employee shall notify the employer of the conviction within seven (7) days from the date of conviction.

(ii) An employee commits a Class A misdemeanor, punishable by fine only, who knowingly fails to disclose to the employer within the required seven (7) days that the employee has been convicted of an offense specified in subdivision (d)(3)(C)(i).

(4) This subsection (d) shall only apply if the employer or employee of the employer comes in direct contact with school children, children in a child care program or enters the grounds of a school or child care center when children are present during the ordinary course of performing a function required or permitted by the terms of the contract. Any action involving direct contact or entry by an employee that is outside the ordinary course of performing a function required or permitted by the terms of the contract shall not in any way be deemed to be authorized or approved by the employer and the employer shall not in any way be deemed to be liable for the contact or entry, vicariously or otherwise. However, nothing in this subsection (d) shall authorize contact or entry by an employer or employee of the employer if contact or entry is prohibited by any other law; provided, that, with respect to the contact or entry, the person, corporation or other entity that employs a person described in subdivision (d)(1) shall not in any way be deemed to be liable, vicariously or otherwise, for any actions taken by the employee, unless the employer has actual knowledge that the other provision of law prohibits contact or entry by an employee.

(5) (A) This subsection (d) shall not apply to:

(i) Government personnel engaged in law enforcement, medical or emergency health services;

(ii) Utility personnel, where utility means any entity created or authorized by law to provide electricity, gas, water, wastewater services or telecommunications services or any combination of these services;

(iii) Delivery or pick-up service providers where those services involve only scheduled visits under the supervision of school personnel; or

(iv) A person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

(B) Nothing in this subsection (d) shall be construed to prevent any person, corporation or other entity that employs a person described in subdivision (d)(1) from directly receiving, upon payment of the appropriate fee, information indicating whether the employee meets or does not meet the criteria set out in this subsection (d).

[Acts 1993, ch. 350, § 1; 1996, ch. 843, §§ 2, 3; 1999, ch. 480, §§ 1, 2; 2000, ch. 903, § 3; 2000, ch. 981, § 50; 2007, ch. 587, § 1; 2008, ch. 1080, §§ 1-5.]

Robertson County Schools Properties

Facility	Address	Phone
Alternative School	800 M.S. Coutts Blvd.	Springfield, TN 37172 (615)382-2328
Bd of Ed, Central Office	2121 Woodland St	Springfield, TN 37172 (615)384-5588
Bransford Elementary School	700 Bransford Drive	Springfield, TN 37172 (615)384-4313
Building & Grounds	3470 Hwy 41 South	Springfield, TN 37172 (615)384-0213
Bus Garage & Transportation Office	1015 Josephine St	Springfield, TN 37172 (615)384-4555
Cheatham Park Elem School	301 Locust Street	Springfield, TN 37172 (615)384-0232
Coopertown Elem School	3746 Highway 49 West	Springfield, TN 37172 (615)384-7642
Coopertown Middle School	3820 Highway 49 West	Springfield, TN 37172 (615)382-4166
East Robertson Elem School	5177 East Robertson Rd	Cross Plains, TN 37049 (615)654-3874
East Robertson High School	158 Kilgore Trace	Cross Plains, TN 37049 (615)654-2191
Greenbrier Elementary School	2658 Highway 41 South	Greenbrier, TN 37073 (615)643-4529
Greenbrier High School	126 Cuniff Drive	Greenbrier, TN 37073 (615)643-4526
Greenbrier Middle School	2450 Highway 41 South	Greenbrier, TN 37073 (615)643-7823
Jo Byrns Elementary	6399 Hwy 41 North	Cedar Hill, TN 37032 (615)696-0533
Jo Byrns Middle/High School	7025 Highway 41 North	Cedar Hill, TN 37032 (615)696-2251
Krisle Elementary School	6712 Highway 49 East	Springfield, TN 37172 (615)384-2596
Robert Woodall Primary School	300 Eden Way	White House, TN 37188 (615)672-7772
Springfield High School	5240 Highway 76 East	Springfield, TN 37172 (615)384-3516
Springfield Middle School	715 5th Avenue West	Springfield, TN 37172 (615)384-4821
Teacher Center	3468 Hwy 41 South	Springfield, TN 37172 (615)384-0238
Watuaga Elementary School	1755 Lake Road	Ridgetop, TN 37152 (615)859-5252
Westside Elementary School	309 Alsup Drive	Springfield, TN 37172 (615)384-8495
White House Heritage Elementary	220 West Drive	White House, TN 37188 (615)672-4595
White House Heritage High School	7744 Hwy 76 East	White House, TN 37188 (615)672-0311

Robertson County Schools - HVAC Filter Service

SCHOOLS	Alternative School Central Office, Bus Shop/ Office, Teacher Center, Building & Grounds	Bransford Elementary	Cheatham Park Elementary	Coopertown Elementary	Coopertown Middle	East Robertson Elementary	East Robertson High	Greenbrier Elementary	Greenbrier High	Greenbrier Middle	Jo Byrns Elementary	Jo Byrns Middle / High	Krisle Elementary	Robert Woodall Primary	Springfield High	Springfield Middle	Watuaga	Westside Elementary	White House Heritage Elementary	White House Heritage High	Totals	
24x24x1 pl	2						20		5	1		3									31	
24x24x2 pl								6									2				8	
24x24x4 pl					18														18		36	
24x28x1 pl								2						1							3	
24x30x1 pl							17		14			1		1							33	
25x25x1/2 pw								9						6							15	
25x25x2 pl																		6			6	
25x25x1 pl		9										3									12	
25x25x4 pl					2																2	
20x34 1/2xx1							2														2	
30x30x2																	3				3	
28x30x1 pl																					0	
28x30x2 pl							1								2					19	22	
28x30x4											8										8	
Total	33	35	15	102	81	183	151	129	168	304	135	186	175	72	123	284	88	57	104	93	390	2908
Washables	10	5	35	10	20	0	96	2	35	53	29	10	72	40	50	130	25	25	36	75	10	758