



**Invitation to Bid – HVAC Replacement Fairview Center  
November 19, 2019  
Solicitation # 444-1219-10**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **1:00 P.M. CST, December 12, 2019** and then publicly opened and read aloud for HVAC Replacement.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

**Bid Instructions:**

To be considered, you must:

1. Submit a completed bid sheet(s) using the forms supplied with this Invitation to Bid.
2. Vendors are requested to register online by using the online at <http://www.vendorregistry.com/columbia-tn-vendor-registration> or a paper application may be obtained by calling 931-560-1579.
3. If the units bid fail to meet minimum requirements or you wish to take exception to any other term, requirement or condition found within this invitation to bid, you will note each exception taken and submit the exceptions in writing along with your bid.
4. The bid envelope shall conform to the requirements of **T.C.A. 62-6-119**; whereas, the total or aggregate bid equals or exceeds \$25,000 the outside of the bid envelope shall display the name of the contractor, their license number, the date of license expiration and the license classification.
5. All forms must be signed by a representative of the bidder with the authority to bind the bidder.

All bid documents shall be returned to:

Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with Invitation to Bid - HVAC Replacement Fairview Center and opening date of bid, 12/12/2019.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. All costs associated with the preparation or delivery of a response to this invitation shall be borne solely by the bidder. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

## 1. SCOPE

The City of Columbia is inviting bids for the replacement of the HVAC system at Fairview Center located at 871 Iron Bridge Rd, Columbia, TN 38401. Vendor will be required to both furnish and install a commercial grade 7 ½ ton unit with gas heat to include any necessary modifications to duct work and or controls required for proper installation of unit for the auditorium. Vendor will also be required to both furnish and install a quad zone ductless system with heat pump wall mounts to be placed in office, kitchen and each bathroom of the Fairview Center. Removal and disposal of the existing unit will also be a requirement of the bid. Minimum specifications for the systems are contained herein. All units bid must meet but may exceed the specifications as contained herein.

## 2. GENERAL CONDITIONS

- a. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

- b. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
- c. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
- d. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
- e. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer

of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.

- f. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
- g. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
- h. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
- i. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
- j. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number seventeen (17) of these conditions.
- k. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
- l. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
- m. **Bid Opening:** Bids may be mailed or delivered to the Administrative Secretary in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and

publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.

- n. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
- o. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
- p. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
- q. **Financial Statements:** Financial statements will be submitted upon request.
- r. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
- s. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Administrative Secretary will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

### 3. SPECIAL CONDITIONS

3.1 Site Inspection – While not required it is strongly encouraged. Failure to inspect shall not be reason for any subsequent change orders in the event the bid is awarded.

3.2 Bid award – The City reserves the right to reject all bids and/or to award the bids as may be deemed to be in the best interest of the City.

3.3 Upon inspection of the existing systems, if it is believed that additional, HVAC or related equipment needs replacement, cleaning, or serviced please note that in your bid if it is required in order to install the equipment bid along with any associated costs.

#### 4. INSURANCE

The awarded vendor, **if required by the City**, shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The awarded vendor shall furnish a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of an award.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

5. LAWS, TAXES and INDEMNIFICATION – All successful vendors shall comply with all applicable local, State and Federal laws. Vendors are further responsible for all taxes associated with providing services under any resulting award as a result of this invitation to bid to include payroll and employment taxes. All vendors agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the Vendor, his employees, or any subcontractors hired as a result of bid award.

6. TIME IS OF THE ESSENCE - Time is of the essence in the performance of a resulting bid award. Repeated delays shall be interpreted as failure to meet contractual obligations and shall be cause for cancellation of purchase order(s) issued.

7. PAYMENT - Payment will be made within fourteen days provided the following conditions have been met:

7.1 Equipment has been installed to factory specifications.

7.2 Equipment has been tested and is operating within factory specifications.

7.3 All work has been accepted by the Columbia Parks & Recreation Director or his designee as evidenced by the Director's signature on a complete and accurate invoice for services and equipment.

7.4 Payment will be made within 14 days after receipt of the invoice by the Finance Department of the City of Columbia.

**8. BID AWARD –**

Considerations in the selection of a vendor shall be price, warranty and projected length of time until installation.

**9. SPECIFICATIONS AND REQUIREMENTS**

The specifications and requirements are considered to be those minimally acceptable to the City of Columbia. The units and installation must meet but may exceed the minimum specifications. Any incidences where the units being bid fails to meet minimum specifications shall be clearly noted by the bidder on a separate attachment and made part of the bid. A copy of the specifications and requirement page only and other attachments shall be returned along with the bid.

9.1 Minimum of 7 ½ ton package unit with gas heat with economizer for fresh air to go on the west side of auditorium with new ceiling vents and ductwork. Auditorium is a 3360 square foot area.

<b>Specification #</b>	<b>Item</b>	<b>Requirement</b>
9.1.0	Year Model	New or current production model. Reconditioned, factory seconds, or damaged units will not be accepted.
9.1.1	Size / Capacity	7 1/2 Ton package unit with gas heat
9.1.2	Design	For Commercial Applications
9.1.3	Annual Fuel Utilization Efficiency Rating - AFUE	90% or higher
9.1.4	Electrical Disconnect	Weather-proof , 100 AMP
9.1.5	Installation	Installation shall include all labor and material required to install the new unit, ceiling vents and ductwork to include insuring that all new and existing ductwork is fully insulated.
9.1.6	Controls	Inspection and testing of thermostatic controls to insure compatibility and proper operation of the new system shall be part of the bid. If new controls are to be recommended or required they shall be listed as an alternate to the bid.
9.1.7	Removal & Disposal	Bid shall include the cost of removal and disposal of units being replaced and sealing of any holes from old system.
9.1.8	Removal & replacement of ceiling tiles	Bid shall include the cost of removal and replacement of ceiling tiles that may get damaged in ductwork installation and inspection.
9.1.9	Warranty	Information regarding warranties shall be included with the bid

9.2 Quad zone ductless system placed in Office, Kitchen and each bathroom being a heat pump wall mount.

<b>Specification #</b>	<b>Item</b>	<b>Requirement</b>
9.2.0	Year Model	New or current production model. Reconditioned, factory seconds, or damaged units will not be accepted.
9.2.1	Size / Capacity	Quad zone ductless system with heat pump wall mounts.
9.2.2	Design	For Commercial Applications

9.2.3	Annual Fuel Utilization Efficiency Rating - AFUE	90% or higher
9.2.4	Electrical Disconnect	Weather-proof
9.2.5	Installation	Installation shall include all labor and material required to install the new units, including all electrical wiring needed for the system.
9.2.6	Warranty	Information regarding warranties shall be included with the bid

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**CITY OF COLUMBIA - BID SHEET 1 o f 1– Invitation to Bid – HVAC Replacement Fairview Center**

**Solicitation # 444-1219-10**

Item Bid	Make	Model	Total Bid
7 ½ Tone package unit with gas heat			
Quad zone ductless system with heat pump wall mounts			

Alternate and or additional items (if any) suggested or required for proper installation:

Description	Bid	Required? (Y, N)

Anticipated number of days after receipt of a purchase order to receive and install the equipment \_\_\_\_\_

Have you included copy of manufacturer’s warranty? \_\_\_\_\_

If taking exceptions to any specification, term or condition, have you attached a list of exceptions and explanation for the exception? \_\_\_\_\_

In compliance with this Invitation for Bid - HVAC Replacement, Solicitation # 444-1219-10 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title :** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_ **Fax No.:** (\_\_\_\_) \_\_\_\_\_



**IRAN DIVESTMENT ACT**

A person engages in investment activities in Iran if:

**(1)** The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

**(2)** The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DRUG-FREE WORKPLACE AFFIDAVIT**

The undersigned, principal officer of \_\_\_\_\_  
an employer of five (5) or more employees contracting with the City of Columbia Tennessee 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 the 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