PROPOSAL REQUEST

HVAC IMPROVEMENTS & REPLACEMENT PROJECT

CAIRO TRAINING FACILITY

RECOVERY COURT OFFICE

SUMNER COUNTY GOVERNMENT
SUMNER COUNTY, TENNESSEE

Advertisement Date: June 17, 2018
Deadline: July 5th, 2018 at 1:30 pm

Introduction

Sumner County Government is hereby requesting a proposal for an HVAC improvements & replacement project. Sumner County is requesting proposals for the following locations:

1) Sumner County Cairo Sheriff's Training Facility, 1570 Cairo Rd, Gallatin, TN 37066
2) Sumner County Recovery Court, 117 West Smith Street, Gallatin, TN 37066

Interested bidder is required to complete a site visit with County Maintenance staff. See specific proposal requirements in section XXII.

General Information

I. Proposal Package

All sealed proposal packages must include all of the following. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License is required to be eligible to bid
- You must be licensed in your respective field at the time you bid and evidence of such compliance must be included in the bid or it may be rejected
- Evidence of compliance with the Sumner County Government's Insurance Requirements, if work is performed on Sumner County Property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company's safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of $25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification By Contractor (Attachment 4)

The license requirements stated above applies to **every** requested project and to **all** bid responders, and shall include the following information on the outside of the bid envelope.

1) Name of company and principal owner, business license number, expiration date, and license classification
2) In addition to item (1) the same is applicable to masonry contractors if the work performed > $100,000.00
3) In addition to item (1) the same is applicable to HVAC, electrical, plumbing, or A/C contractors if the work performed > $25,000.00
4) In addition to item (1) the same is applicable plus the department of environment and conservation license number and classification, applicable to geothermal contractors if the work performed is > $25,000.00
5) If the prime contractor performs the masonry portion of the project, or any of the above listed contractor skill sets, and the work performed > $100,000.00, it must be so designated
6) Only one (1) contractor in each classification listed shall be written on the bid envelope

NEW VENDORS

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the Sumner County Finance Department. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the elected official or department head shall forward a completed form W -9 to the finance department. It can be obtained from the finance department, Sumner County's web site, or the Internal Revenue Service's website at www.irs.gov.
2. To comply with the **Tennessee Lawful Employment Act**, non-employees (individuals hired as independent contractors) must have on file any two (2) of the following documents.

    - Valid Tennessee driver license or photo ID issued by department of safety
    - Valid out-of-state driver license
    - U.S. birth certificate
    - Valid U.S. passport
    - U.S. certificate of birth abroad
    - Report of birth abroad of a U.S. citizen
    - Certificate of citizenship
    - Certificate of naturalization
    - U.S. citizen identification card
    - Valid alien registration documentation or proof of current immigration registration

    In addition, for all vendors with annual purchases in excess of $50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

II. Responses

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted in the section "proposal requirements" or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

III. Clarification and Interpretation of RFP

The words "must" and "shall" in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that Sumner County Government considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Sumner County, via email at purchasing@sumnertn.org, of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five

days before proposal's "deadline". All responses to inquiries will be posted on the Sumner County website (http://www.sumnertn.org/) under "Bids

IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of **90 days** from the date of proposal opening to allow for evaluation of all proposals.

V. Related Costs

Sumner County Government is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

VI. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on Sumner County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of $250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on Sumner County properties. There will be no exceptions to the insurance requirement.

VII. Bond Requirements

Per State statute, Sumner County requires a performance bond, or bank letter of credit, for any **construction** projects that exceed $25,000 upon bid award.

VIII. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and Sumner County's approval of conformance with specifications. The Sumner County Finance Department does not allow the practice of picking up checks in person.

IX. Deadline

Sealed proposals will be accepted until **Thursday, July 5, 2018 @ 1:30 pm.** Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions. Proposals will be opened and read aloud. The reading of the bids will begin at 1:30 P.M. CST.

X. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

XI. Package

The package containing the proposal must be sealed and clearly **marked "HVAC IMPROVEMENTS & REPLACEMENT PROJECT PROPOSAL AND DO NOT OPEN"** on the outside of the package.

Reponses must be hand delivered or mailed to the following address:

Sumner County Board of Education
1500 Airport Road
Gallatin, TN 37066
Attn: Purchasing Supervisor

XII. Right to Seek a New Proposal

Sumner County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

XIII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFP and making awards, Sumner County may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

XIV. Discussions

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

XV. Open Records

After the bid is awarded, all proposals will be subject to the provisions of the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the Sumner County website at http://www.sumnertn.org/ under "Bids" link.

XVI. Assignment

Neither the vendor nor Sumner County may assign this agreement without prior written consent of the other party.

XVII. Liabilities

The vendor shall indemnify Sumner County Government against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County Government has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

XVIII. Tax Status

Sumner County is tax exempt.

XIX. Invoicing

Invoices are to be submitted to:

Sumner County Government
Attn: Jaime Muncy
355 North Belvedere Drive
Room 102
Gallatin, TN 37066

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

XX. Contract Nullification

Sumner County Government may, at any time, nullify the agreement if, in the judgment of Sumner County Government, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County Government.

XXI. Applicable Law

Sumner County, Tennessee is an equal opportunity employer. Sumner County does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.
The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statues, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

Sumner County does not enter into contracts which provide for mediation or arbitration.
Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.
Additionally, it is a violation of state statues to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

XXII. Specific Proposal Requirement Details

Sheriff's Training Facility, 1570 Cairo Rd, Gallatin, TN 37066:

There are two air handler units located at 1570 Cairo Rd, Gallatin, TN 37066 which are in need of HVAC improvements and replacement. Sumner County is requesting proposals for the following.

Provide labor and materials to perform the following:

Cairo Rd. Unit #1:
2.5 Ton HVAC unit replacement: Contractor to remove 2.5-ton split unit (owner Sumner County will dispose of unit), install a new 2.5-ton split unit and concrete pad, and connect existing electrical, low voltage, and gas piping. Contractor shall inspect all duct work and repair duct for possible air leaks. If repair is not possible, replace duct work.

Cairo Rd. Unit #2:
8.5 Ton unit replacement and duct repair: Contractor to remove 7.5-ton package unit (owner Sumner County will dispose of unit), install a new 8.5-ton package unit and concrete pad, connect existing electrical, low voltage, and gas piping. Contractor shall inspect all duct work and repair duct for possible air leaks. If repair is not possible, replace duct work.

Installer to provide for any changes/modifications required to make necessary repairs to complete the scope of work. Work completed shall meet and conform with all applicable codes and regulations.

Sumner County Recovery Court, 117 West Smith Street, Gallatin, TN 37066:

Provide labor and materials to perform the following:

Install a new Mitsubishi (or equal) 3.5 ton 4 zone mini split unit system for recovery court offices. Install all necessary electrical and breaker, freon lines and freon, 4 indoor wall mount air handlers, and 1 roof mounted Mitsubishi (or equal) 3.5 ton heat pump condensing unit, controls, linesets, and hookups. Installer to provide leak test, evacuate system, charge, and start up unit for completion of scope of work. Installer to provide for any changes/modifications required to make necessary repairs to complete the scope of work. Work completed shall meet and conform with all applicable codes and regulations.

Interested bidder is required to complete a site visit with County Maintenance staff. Please contact Captain Doug Canter at Sumner County Sheriff's office at (615) 442-1845 to set up time to review scope of work for Cairo Sheriff's Training Facility and Recovery Court office locations.

Site visit is mandatory to review scope. It is the responsibility of each respondent to this request, to verify the scope of work as a basis of the proposal. All respondents to this request shall be responsible for any errors or omissions. Each respondent is required to conduct a site visit with County Maintenance to validate their proposal.

Respondent shall provide a list of job references for similar projects completed in past three years, see form in proposal packet.

Respondent shall provide length of time necessary to complete the project and description of the length and terms/conditions of the warranty.

List of Job References:

Project Name/Location: _____

Agency/Department:_____

Dates of Project:_____ Dollar Value: _____

Project Manager/Contact at Agency:_____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department:_____

Dates of Project:_____ Dollar Value: _____

Project Manager/Contact at Agency:_____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department:_____

Dates of Project:_____ Dollar Value: _____

Project Manager/Contact at Agency:_____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department:_____

Dates of Project:_____ Dollar Value: _____

Project Manager/Contact at Agency:_____

Phone: _____ Email: _____

HVAC IMPROVEMENTS
BID FORM

Date Submitted_____

TO: Sumner County, TN

I, _____
(Representative's Name) (Representative's Signature)
Of_____
Name of Company Address City Zip
_____Hereby submit our bid for the
(Phone)
HVAC IMPROVEMENTS & REPLACEMENT project in accordance with the specifications and instructions set forth in these bid documents.

ITEM	QUANTITY	AMOUNT
Cairo HVAC Improvements **Unit #1** **All materials and labor, and any and all other associated costs required** **For Demo, Repairs, and Installation**	LS	_____
Cairo HVAC Improvements **Unit #2** **All materials and labor, and any and all other associated costs required** **For Demo, Repairs, and Installation**	LS	_____
Recovery Court office unit HVAC Improvements **All materials and labor, and any and all other associated costs required** **For Demo, Repairs, and Installation**	LS	
	TOTAL PROJECT COSTS	_____

Length of time necessary to complete this project including lead time for any equipment:
_____

Description of the length and terms/conditions of the warranty:_____

_____

Submitted By:

Authorized Signature _____ Date: _____

Interested bidder is required to complete a site visit with County Maintenance staff. Site visit is mandatory to review scope. Please contact Captain Doug Canter at Sumner County Sheriff's office at (615) 442-1845 to set up time to review scope of work. It is the responsibility of each respondent to this request, to verify the scope of work as a basis of the proposal. All respondents to this request shall be responsible for any errors or omissions. Each respondent is required to conduct a site visit with County Maintenance to validate their proposal.

Please list date of Site Visit with County Maintenance Staff: _____

XXII. Termination of Agreement

Either party to this agreement shall have the right to terminate this agreement upon a 30 day written notice. Both parties shall be liable for payments or services due prior to the date of termination, but no further fees shall be due or payable after the notice of termination is received.

ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company_____

Address _____

_____

_____

Phone _____

Fax _____

Respondent (Signature) _____

Respondent (Print Name and Title) _____

Authorized Company Official (Print Name) _____

ATTACHMENT 2

DRUG-FREE WORKPLACE

Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

STATE OF _____
COUNTY OF _____
The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Sumner County, TN to provide goods or 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 because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.

3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.
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: _____

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;

Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it

A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Name of Participant Agency: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

_____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 4

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

_____ Title

_____Name

_____ Date

_____Witness