



March 17, 2015

NOTICE TO BIDDERS

BID #FY150033

Arlington Community Schools will receive bids for the **Purchase and Delivery of HVAC Roof Top Units at Arlington Elementary, 11825 Douglass Street, Arlington, Tennessee 38002**. General Terms and Conditions and Specifications are contained in this bid. There will be a public opening of this bid not later than **11:00 A.M. Central Time, Monday, April 6, 2015, Purchasing Shared Services, Bartlett City Schools, Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 38134**.

All bids must be received and time stamped in Purchasing Shared Services, Bartlett City Schools Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 38134, prior to stated bid opening date and time. Bids received after the specified date and time will be considered late and will not be opened.

Arlington Community Schools reserves the right to reject any or all bids, waive defects or informalities in bids and to make awards as deemed to be in its best interest. If awarded, awards will be made to the lowest and or best vendor.

In compliance with this Invitation to Bid, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against Arlington Community Schools, its agents and employees arising out of the use of any product or article that is provided pursuant to the bid. Bidder further agrees to indemnify, protect, defend and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries or damages sustained by any person arising out of or in the course of the bidder performing or failing to perform the service and/or providing or failing to provide the goods related to this bid.

Bidder also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

The Municipal School Districts offer educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

COMPANY NAME	TERMS: _____ DELIVERY: Days A.R.O. _____
ADDRESS	PHONE _____ FAX _____
CITY _____ STATE _____ ZIP _____	E-MAIL ADDRESS _____
Name and signature below certifies that you understand and agree to all information contained in this Bid.	
AUTHORIZED REPRESENTATIVE (Print)	SIGNATURE _____ DATE _____

GENERAL TERMS AND CONDITIONS:

- A. All pricing must be completed on bid sheets provided.
- B. Prices quoted shall be Arlington Community Schools final actual delivered cost. F.O.B. Destination. Delivery will be made to one (1) location:
Arlington Elementary School
11825 Douglass Street
Arlington, Tennessee 38002
- C. **Units must be delivered to the job site, Arlington Elementary, 11825 Douglass Street, Arlington, Tennessee 38002 no later than Wednesday, June 10, 2015. Successful bidder shall give not less than 48 hours notification of delivery. All deliveries must be coordinated with Troy Wilbanks, Operations Supervisor, 901.590.6364.**
- D. Bidder must state delivery time after receipt of order (Days A.R.O.). Delivery date quoted is critical and shall be considered in the evaluation and award of this bid.
- E. All bids must meet or exceed the enclosed specifications. Bidder must indicate manufacturer's name, and model number offered. If bidder fails to provide this information, and an award is made, then the bidder shall supply the item(s) as specified. All items supplied by the successful bidder(s) shall be: 1) as per manufacturer's name, model number and description quoted, and 2) new and unused. Remanufactured and/or reconditioned items will be unacceptable. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to Arlington Community Schools. Any exceptions to the specifications must be clearly noted and documented. **Literature to be included with bid for items quoted. Bid will be considered incomplete for failing to include required product literature along with bid and will be rejected.**
- F. Warranties: Five (5) full year on all parts and fifteen (15) years on heat exchangers. Warranty periods shall begin from the date of acceptance by Arlington Community Schools.
- G. Successful bidder shall furnish all materials, tools, and equipment for a complete delivery.
- H. All work should be performed in a neat and workman like manner. Any and all cleanup of debris is the responsibility of the successful bidder.
- I. The successful vendor(s) will be responsible for obtaining any and/all necessary permits in conjunction with the project.
- J. If at any time Arlington Community Schools is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the vendor by certified letter. If the problem is not corrected to the satisfaction of Arlington Community Schools within thirty (30) days of this written notice, this entire contract may be unilaterally terminated by Arlington Community Schools with no further obligation on the part of Arlington Community Schools. Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.
- K. Arlington Community Schools reserves the right to award this bid by line item, groups of items or the entire list of items (Lump Sum Total), whichever is deemed to be in the best interest of Arlington Community Schools. Lump sum totals will be determined by the sum total of the extended unit cost of each item in a lump sum grouping. In all cases, the unit cost multiplied by the quantity bid will determine the extended cost of a line item.
- L. **Any and/all revisions made to this bid prior to due date will be posted on the following website and will be the responsibility of the bidder to check for any and/all revisions, <http://www.bartlettschools.org>, under About US click Bid & RFP Opportunities.**

GENERAL TERMS AND CONDITIONS: cont'd.

- M. The terms, conditions and specifications listed in this bid constitute the total terms and conditions that will be acceptable. Arlington Community Schools will not be bound by conditions other than those stated. Bid award will be made to the best responsive bidder meeting the requirements of Arlington Community Schools.
- N. No bid may be withdrawn for a period of sixty (60) days after the bid opening without written approval of Director of Purchasing Shared Services.
- O. Arlington Community Schools reserves the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from date of request.
- P. An agent that can legally bind the bidding vendor must sign Bid Cover Sheet and Hold Harmless Agreement and include both documents with their bid response.
- Q. It is understood that the bidder, if awarded an order or contract pursuant to this bid, agrees to protect, defend and save harmless, Arlington Community Schools from any suits or demands for payment that may be brought against it as a result of the contract.
- R. All price quotations and related materials must be received in a sealed envelope. Time, date and nature of bid must be clearly marked on face of sealed envelope. Attach label from last page of this document to the outside of your bid submission.
- S. The successful vendor must carry insurance as specified and must be submitted within five (5) business days from date of request.
 - 1. Worker's compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee
 - 2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
 - 3. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with a minimum of Bodily and Property damage of \$1,000,000.00 each accident, combined single limit from a company licensed to write insurance policies in the State of Tennessee
 - 4. Excess or umbrella insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
- T. Purchasing Shared Services shall be supplied satisfactory proof of coverage of the above required insurance. In addition Arlington Community Schools shall be conspicuously named on the Certificate of Insurance as an additional insured on Auto, GL, and Excess Policies.
- U. The successful bidder agrees that they will function as an independent contractor and agrees to indemnify and hold harmless Arlington Community Schools, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this bid.
- V. By agreeing to provide goods or services to any school within the School Districts, you are attesting that you are aware of your obligations under T.C.A. 49-5-413(d) to ensure that all of your employees who have direct contact with students of the School Districts or to children in the School Districts' child care program or who have access to the grounds of any School District when children are present have done the following:
 - (1) Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering the grounds of the School District;

GENERAL TERMS AND CONDITIONS: cont'd.

- (2) Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. 40-39-202(17) or a violent sexual offender in the T.C.A. 40-39-202(25) the employee may not enter the grounds of the School Districts or have direct contact with students of the School Districts or to children in the School Districts child care program.

The proposer also agrees that if one of your employees commits a sexual offense as defined in 40-39-202 or violent sexual offense as defined in 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the School Districts or to children in a School District's child care program or to enter the grounds of the School Districts.

You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 40-39-202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

- W. Arlington Community Schools reserves the right to require a Performance, Materials and Labor Bond from the successful proposer. In such an event the document cost for the Performance, Materials and Labor Bond will be reimbursed to the successful proposer. If a notarized Performance, Materials and Labor Bond is required by the Owner the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded. If required the notarized Performance, Materials and Labor Bond must be provided to:

Mr. Joseph Anderson
Purchasing Shared Services
5650 Woodlawn
Bartlett, Tennessee 38134

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$_____

- X. As deemed necessary, Purchasing Shared Services reserves the right to seek competitive pricing for bid items listed during the duration of the awarded contract.
- Y. Successful bidder must supply manufacturer's Safety Data Sheets (SDS) on all products where applicable, prior to payment of any Purchase Order.
- Z. Arlington Community Schools has the right at its discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond Arlington Community Schools' control.
- A1. NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, funds for this Contract are payable from state, federal and or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.
- B1. Any alteration to this bid document by a vendor will deem that vendor's response to this bid as null and void.
- C1. Arlington Community Schools offer educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

GENERAL TERMS AND CONDITIONS: cont'd.

- D1. Municipal School Districts reserve the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies and/or School Districts) who express an interest in participating in any contract that results from the bid. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of the goods/services by bidding of this service. Bidder agrees that Municipal School Districts shall bear no responsibility or liability for any agreements between bidder and the other Institution(s) who desire to exercise this option.
- E1. Municipal School Districts encourages qualified minority and/or women-owned businesses to submit bids. Arlington Community Schools awards bids without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.
- F1. Questions regarding bid specifications should be directed to Troy Wilbanks, Operations Supervisor, Arlington Community Schools, Troy.Wilbanks@acsk-12.org, no later than 4:00 P.M., Friday, March 27, 2015. Purchasing questions should be directed to Joseph Anderson, Director Purchasing Shared Services, janderson@bartlettschools.org, no later than 4:00 P.M., Friday, March 27, 2015. **All questions must be submitted by email.**

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____

Name of Contractor

(hereinafter Contractor), and Arlington Community Schools named in this bid.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Arlington Community Schools "Contractor" agrees to indemnify, protect, defend, and hold harmless Arlington Community Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Arlington Community Schools, its Board Members, agents and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Arlington Community Schools.

(Name of Contractor) _____

BY: _____

TITLE: _____

State of Tennessee

County of Shelby

_____ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of _____.

Signature

Witness by hand and Notaries seal at office this _____ day of _____, year of _____.

Notary Public

My Commission Expires: _____

Specifications for Replacement of Roof Top Units at Arlington Elementary School

The existing units are York Sunline models. Products submitted must fit the existing roof curbs. The 7 ½ and 8 ½ ton units only will require a curb adapter. There are 4- 1 ½ ton units that may be substituted with 2 ton units. All the units have thru the curb electrical and condensate and the new ones must be the same.

All units must come with 2 inch pleated MERV 7 air filters. Except for the 4- 2 ton units. They will come with 1 inch pleated MERV 7 filters. Units must have a factory installed motorized modulating with spring return outside air damper that our energy management system can control with 0 to 10 volts dc. All units must have stainless steel heat exchangers. Units must have factory installed high and low pressure switches. Units must have factory installed disconnects.

Warranties: Five (5) full year on all parts and fifteen (15) years on heat exchangers. Warranty periods shall begin from the date of acceptance by Arlington Community Schools.

Units must be delivered to the job site, Arlington Elementary, 11825 Douglass Street, Arlington, Tennessee 38002 no later than Wednesday, June 10, 2015. Successful bidder shall give not less than 48 hours notification of delivery. All deliveries must be coordinated with Troy Wilbanks, Operations Supervisor, 901.590.6364.

**Purchasing Shared Services
 Bartlett City Schools
 Administration Offices
 5650 Woodlawn
 Bartlett, Tennessee 38134**

BID SHEET

Units must be delivered to the job site, Arlington Elementary, 11825 Douglass Street, Arlington, Tennessee 38002 no later than Wednesday, June 10, 2015. Successful bidder shall give not less than 48 hours notification of delivery. All deliveries must be coordinated with Troy Wilbanks, Operations Supervisor, 901.590.6364.

HVAC Roof Top Units to be replaced are listed below:

<u>Item</u>			<u>Unit</u>	<u>Extension</u>
<u>No.</u>	<u>QTY.</u>	<u>Description</u> <u>NO SUBSTITUTIONS</u>	<u>Cost</u>	<u>Cost</u>
1.	8	2 ton, 230 Volt 1PH D7NQ024D05606NXY Manufacturer _____ Model _____	\$ _____	\$ _____
2.	1	2.5 ton, 230 Volt 1PH D7NQ030D05606NXY Manufacturer _____ Model _____	\$ _____	\$ _____
3.	25	3 ton, 460 Volt 3PH ZF036S08R4BZZ4 Manufacturer _____ Model _____	\$ _____	\$ _____
4.	20	3 ton, 460 Volt 3PH ZF036S08R4TZZ4 Manufacturer _____ Model _____	\$ _____	\$ _____
5.	4	4 ton, 460 Volt 3PH ZF048S10R4BZZ4 Manufacturer _____ Model _____	\$ _____	\$ _____
6.	2	4 ton, 460 Volt 3PH ZF048S10R4TZZ4 Manufacturer _____ Model _____	\$ _____	\$ _____

**Purchasing Shared Services
 Bartlett City Schools
 Administration Offices
 5650 Woodlawn
 Bartlett, Tennessee 38134**

BID SHEET

Units must be delivered to the job site, Arlington Elementary, 11825 Douglass Street, Arlington, Tennessee 38002 no later than Wednesday, June 10, 2015. Successful bidder shall give not less than 48 hours notification of delivery. All deliveries must be coordinated with Troy Wilbanks, Operations Supervisor, 901.590.6364.

HVAC Roof Top Units to be replaced are listed below:

Item		<u>Unit</u>	<u>Extension</u>
<u>No.</u> <u>QTY.</u>	<u>Description</u> <u>NO SUBSTITUTIONS</u>	<u>Cost</u>	<u>Cost</u>
7. 1	40 ton, 460 Volt 3PH Z54AS84A6KDEBI Manufacturer _____ Model _____	\$ _____	\$ _____

Total Lump Sum (ALL 61 UNITS) \$ _____

OPTIONAL PRICING:

	<u>Unit</u>
	<u>Cost</u>
8. Convenience Outlets	\$ _____
Quantity of units needing Convenience Outlets is unknown	
Manufacturer _____	
Model _____	

State your cost per \$1,000.00 for Performance, Materials and Labor Bond, if required \$ _____

Company Name

All price quotations and related materials must be received in a sealed envelope. Time, date and nature of BID must be clearly marked on face of sealed envelope. Attach label below to the outside of your BID submission.

FIRM NAME

BID #FY150033

BID DUE

**PURCHASING SHARED SERVICES
BARTLETT CITY SCHOOLS
5650 WOODLAWN
BARTLETT, TN 38134**



Date: _____
Time: _____
Nature of BID _____

All bids must be received and time-stamped in Purchasing Shared Services, Bartlett City Schools, Administration Offices, 5650 Woodlawn, Bartlett, TN 38134, prior to stated bid opening date and time on Bid Cover Sheet. Bids received after the specified date and time are considered late and will not be opened.