

Invitation to Bid

20150317 RUCKER STEWART MIDDLE HVAC UPGRADES

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20150317 RUCKER STEWART MIDDLE HVAC UPGRADE until 10:00 a.m. CDT Tuesday, March 17, 2015. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Tim Little of OLIVER LITTLE GIPSON ENGINEERING at twlittle@olengineering.com. All proposals are subject to the Board of Education's conditions and specifications which are available from Vicky Currey, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at www.sumnerschools.org.

NOTICE TO RESPONDENTS

Responses to an Invitation to Bid will be received by the Purchasing Supervisor in the SUPPORT SERVICE FACILITY CONFERENCE ROOM, Sumner County Board of Education, 1500 Airport Road Gallatin, TN 37066. They will be received until **10:00 A.M. Local Time TUESDAY, MARCH 17, 2015** for **20150317 RUCKER STEWART MIDDLE HVAC UPGRADES**, at which time the responses will be opened, taken under advisement and evaluated. ***BIDS WILL BE POSTED ON www.sumnerschools.org***

GENERAL REQUIREMENTS AND CONDITIONS

1. The Sumner County Board of Education reserves the right to accept or reject any and/or all responses in whole or in part, and to waive informalities therein.
2. Any responses received after the scheduled closing time for the receipt for responses will not be considered.
3. If a mistake is discovered after the responses are received, only the Sumner County Board of Education may allow the respondent to withdraw the entire response.
4. Partial payments will not be approved unless justification for such payment can be shown. Terms will be net 30 days.
5. Payment will not be made until the said **20150317 RUCKER STEWART MIDDLE HVAC UPGRADES** are inspected and approved as meeting all specifications by persons appointed by the Sumner County Board of Education.
6. Responses submitted must be in a sealed envelope and marked on the outside as follows:
RESPONSE: 20150317 RUCKER STEWART MIDDLE HVAC UPGRADES
DEADLINE: 10:00 A.M.; TUESDAY, MARCH 17, 2015
7. Facsimile responses will not be considered.
8. If a successful bidder violates any terms of their bid, the contract, school board policy or any law they may be disqualified from bidding for a period of two years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.
9. Prices quoted on the response (if any) are to be considered firm and binding until the said **20150317 RUCKER STEWART MIDDLE HVAC UPGRADES** are in the possession of the Sumner County Board of Education.
10. No purchase or contract is authorized or valid until the issuance of a Board Purchase Order in accordance with Board Policy. No Board Employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase Order.
11. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor, Vicky Currey (615) 451-6560.
12. All bids that exceed \$25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on outside of sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.
13. The awarded bidder will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by State of Tennessee Code Annotated 12-4-201.
14. If the project cost in excess of \$25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 SEE AIA DOCUMENT A701 (1997 EDITION), INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.

1.02 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
- B. Bid Documents and Contract Documents
- C. Bid Submission
 - 1. Submission Procedure
- D. Bid Enclosures/Requirements
- E. Offer Acceptance/Rejection

1.03 MISCELLANEOUS INFORMATION

- A. Drug Free Work Place Affidavit (Attached Herewith)
 - 1. Successful Bidders entering into a contract with the Sumner County School System shall be required to complete the attached Drug-Free Workplace Affidavit form in compliance with the provisions of Tennessee Code Annotated § 50-9-113 enacted by the General Assembly in the year 2000. Refer to Section of Tennessee Code Annotated reprinted below:
 - a. Tennessee Code Annotated
 - 1) 50-9-113. State and local government construction contracts.
 - (a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.
 - (b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.
 - (c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can

prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section. [Acts 2000, ch.918, §§ 1,2.]

- 2. Successful bidders entering into a contract with the Sumner County School System shall be required to comply with Public Chapter No. 587 / Senate Bill No. 2048 enacted by the General Assembly of the State of Tennessee which amends Tennessee Code Annotated, Section 49-5-413, relative to contracting with certain persons who may have contact with certain children, enacted July 1, 2007.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of

_____, an

employer of five (5) or more employees contracting with _____ County government

to provide construction services, hereby states under oath as follows:

The under signed is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

The Company submits this 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.

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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

1.04 RELATED DOCUMENTS

- A. Document 00 11 13 - Advertisement for Bids.
- B. Document 00 41 00 - Bid Form.
- C. Document 00 73 00 - Supplementary Conditions:

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Owner before 10:00 a.m. local standard time on the 17th day of March, 2015.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete an HVAC Upgrade at the Rucker Stewart Middle School, Gallatin, TN for a Stipulated Sum contract, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises HVAC upgrades including Chiller and Pump replacement, air handler and duct modifications, etc., including all equipment, wiring, controls, etc. required to make an operational System.

2.04 CONTRACT TIME

- A. The owner requires the work for the HVAC Upgrade to start on or about May 27, 2015 and be completed by July 15, 2015. A penalty of 250.00 per day will be assessed for each day after July 15, 2015 if the project is not complete. Anticipated award of contract by April 1, 2015.
- B. Retainage: A retainage of 5% of the contract amount will be withheld until project completion.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- B. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- C. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as OLG Project Number 50414.1, as prepared by Design Prof , and with contents as identified in the Project Manual.

3.03 AVAILABILITY

- A. One sets of Bid Documents can be obtained by bidders upon receipt of a non-refundable deposit, by cash or check, in the amount of \$100 for one set or \$10 for a CD containing PDF's of the contract documents.

- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Bid Documents may be viewed at the office of Design Prof .
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Design Prof should the documents be incomplete.
- C. Immediately notify Design Prof upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to Tim Little, Oliver Little Gipson Engineering, Inc., telephone 931-454-9940.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 3 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients .

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 7 days before receipt of bids.
- B. When a request to substitute a product is made, Design Prof may approve the substitution and will issue an Addendum to known bidders.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. Due to ongoing School activities, bidders will only be allowed to visit the site during the designated period, after school hours. The follow-up visitation will be held on Wednesday March 11, 2015 at 1:00 p.m. School personnel will be available to provide access to the needed areas at that time.

4.02 PREBID CONFERENCE

- A. A mandatory bidders conference has been scheduled for 1:00 p.m. on the 11th day of March, 2015 at Rucker Stewart Middle School Building at 350 Hancock Street, Gallatin, TN. Contractors shall report to the Main Office for sign-in, then an examination of the existing site will then be conducted at Rucker Stewart Middle School.
- B. All general contract and subcontract bidders and are invited.
- C. Representatives of Design Prof will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. All Bidders must be licensed contractors in the State of Tennessee in strict accordance with State regulations. No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the name, license number, the date of the license's expiration, and the classification of the contractors applying to the bid for the prime contract and for electrical, plumbing, heating, ventilation, and air conditioning contracts (if applicable to the project), except when the bid is in an amount less than twenty five thousand dollars (\$25, 000). When the bid is less than twenty-five thousand dollars (\$25,000), the name of the contractor only may appear on the outside of the envelope containing the bid, and upon opening the envelope, if such bid is in excess of twenty-five thousand dollars (\$25,000), the same shall automatically be disqualified. Prime contractor bidders who are to perform the electrical, plumbing, heating, ventilation and air conditioning (if applicable to the project) must be so designated upon the outside of the envelope. Failure of any bidder to comply therewith shall void such bid and the envelope containing such bid shall not be opened or considered. In the case of joint ventures bids, each party submitting the bid must provide this information. All Bidders shall comply with the Contractors Licensing Act of 1976 and as amended (TCA Title 62). All Bidders shall comply with the Tennessee Contractor' License law Section 62-6-119 (Bid documents-Required disclosure by bidders) when submitting bids.
- D. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements will, at the discretion of Owner, be waived.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount or certified check in the amount of 5% bid endorsed to the owner.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse the certified check in the name of the Owner.
- D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- E. Include the cost of bid security in the Bid Amount.
- F. After a bid has been accepted, all securities will be returned to the respective bidders .
- G. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment bond as described in Document 00 73 00 - Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount and identify the cost on the Bid Form.

7.03 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

7.04 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. After acceptance by Owner, Design Prof on behalf of Owner, will issue to the successful bidder, a written letter of Contract Award.

END OF INSTRUCTIONS TO BIDDERS