



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

**INVITATION FOR BID
PITTSYLVANIA COUNTY
WATER COOLED CHILLER
IFB- 20171130**

NOVEMBER 30, 2017

**CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744**

INVITATION FOR BIDS

Issue Date: November 30, 2017

IFB# 20171130

Issuing: Pittsylvania County, Virginia, Purchasing Department

Title: Chiller and Pump Replacement

Sealed Bids Will Be Received Until 10:00 A.M., December 18, 2016, and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance. Public opening will be in the conference room located at 1 Center Street, Chatham, VA 24531. **Bids received after the deadline will be disqualified.**

Mailing address: Connie Gibson
Pittsylvania County Purchasing Department
P.O. Box 426 – 1 Center Street
Chatham, VA 24531

Copies of the Bid Documents may be obtained at the Purchasing Department located in County Administration Building 1 Center Street, Virginia, at no charge. You may also download this bid at www.pittsylvaniacountyva.gov website.

All inquiries for bid information should be directed to: Connie Gibson, Purchasing Manager, telephone number: (434) 432-7744, Fax: (434) 432-7746, or connie.gibson@pittgov.org.

Please mark outside of envelope as follows:

IFB 20171130

Chiller and Pump Replacement

Pre-Bid Mandatory Conference – There will be a **mandatory** pre-bid conference on Monday, **December 8, 2017, at 10:00 a.m.**, in the County Administration Conference Room, 1 Center Street, Chatham, Virginia. Representatives from Building and Grounds will be available to discuss our needs and answer any questions. We will tour the areas the chiller is to be installed

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Name and Address of Firm:

Date: _____

By: _____

Signature

Print Name

Title

Telephone Number: _____

e-mail: _____

FIN: _____

REFERENCES: Provide at least 3 references that you currently provide inspections. Please include the company's name, contact person and phone number.

1.

2.

3.

1. PURPOSE

The Purpose and Intent of this Invitation for Bid is to establish a firm fixed price contract with one (1) qualified source to furnish, deliver and install a Water Cooled Chiller for Pittsylvania County Court House, in accordance with the specifications, terms and conditions stated herein.

Because of the nature of this equipment being in the Courthouse, work will need to be preformed In a timely manner.

CONTRACT ADMINISTRATOR/PROJECT MANAGER:

As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and in the coordination and scheduling of the installation of the chiller.

Darrell Dalton: Director of Building and Grounds

2. SCOPE OF SERVICE

A. CHILLER

Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required to furnish, deliver and install one (1) new 135- ton centrifugal water- cooled chiller with 2 separate circuits.

- Remove existing chiller and piping and dispose off- site.
- Provide new piping connectors with shutoff valves, flex connectors, gauges and thermometers.
- Insulate new piping to match existing.
- One new monitor shall be provided and installed with sensor, alarm and strobes.
- Clean up site after work is completed.

B. FREON Monitor

One new monitor shall be provided and installed with sensor, alarm and strobes in the mechanical room.

C. AUTOMATION SYSTEM

Replace Metasys/Johnson control, automation system

Contractor shall perform pre-functional testing and start-up, including a demonstration of full operational capabilities of the equipment and to provide training to staff. Because the chiller is located in the Courthouse, all work will need to be coordinated with the Director of Building and Grounds. Contractor must obtain a Building Permit with Pittsylvania County, at no cost.

3. QUALIFICAIONS

- a) Offeror shall have at least five (5) years' experience in providing the services on equipment of the type described in this IFB.

- b) Technicians participating in this project shall be properly trained and qualified to perform required inspections, testing, and installation services on the type equipment included in the IFB.

5. COST

The bid prices shall be for the complete delivery and install ready for Pittsylvania County use, and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations. Expense cost such as travel shall be included in the base price.

LOCATION	MANUFACTURE	MODEL#	COST
Chiller and Replacement			\$
Freon Monitor			\$
Automation Control replacement			\$
		TOTAL	\$
Extended Warranty on equipment			\$
			\$

Warranty

The contractor shall include at least a one (1) year warranty on all work and equipment.

Include a price for an extended warranty on equipment. This cost will not be part of the award.

SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL SERVICES:** In the event that the County requires additional services of a similar nature as those included in the scope of services in this solicitation, the Contractor shall provide the County with a written estimate of the total costs to complete the work required. If the County determines that the estimated price is not fair and reasonable, it has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the County reserves the right to obtain additional quotes from other vendors.

2. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the Pittsylvania County Board of Supervisors, state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
3. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
4. **BID PRICES:** Bids prices shall be in the form of firm, fixed, delivered unit price, in accordance with the specifications and terms and conditions identified herein. All prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision, etc.
5. **BRAND NAME SPECIFIED:** The manufacturers specified in Scope of Service, is the only manufacturer that is acceptable. Substitute manufacturers will not be accepted. Bids will be considered non-responsive if other than the specified manufacturer is specified.
6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the County of Pittsylvania, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
7. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.
8. **NON-APPROPRIATION BY PUBLIC BODY:** Bidder acknowledges that Pittsylvania County is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of the Board of Supervisors. In the event that public funds are unavailable and/or not appropriated for the performance of the County's obligations under any contract, then the contract shall automatically expire without penalty to the County upon receipt of written 30-day notice by the County to the Contractor of the unavailability and/or non-appropriation of public funds.

9. **AWARD:** An award will be made to the lowest responsive and responsible. Evaluation will be based on grand total. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Pittsylvania County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
10. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award, as a result of this solicitation, the County will publicly post such notice on the Pittsylvania County website (www.pittsylvaniacountyva.gov) and at the County Administration Building, located at 1 Center Street, Chatham, VA, 24531
11. **SECURITY**
Contractors staff may be subject to background checks.

**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS
PURCHASING DEPARTMENT**

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

- A. **Nondiscrimination Clause:** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to

discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) Drug Free Workplace – During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

 - A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.
 - C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.
14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.
15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **Copies of insurance certificates shall be submitted with all bids/proposals.**

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

STATE OF _____, To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will expire on the _____ day of _____, 20____, do hereby certify that _____ whose name(s) is/are signed to the foregoing statement bearing date of _____, 20____, this day personally appeared before me in the State aforesaid and acknowledged the same before me.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation