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Chairman
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Maintenance Department

Ricky Dowdy - Director

605-1 Pine Street
Hillsville, VA 24343

December 19, 2017

To Whom It May Concern,

The County of Carroll invites sealed bids on a maintenance/repair contract for a 300-ton Helical Screw Chiller located in the Carroll County Governmental Center for a period of three years from January 31, 2018 through January 30, 2021.

The County of Carroll reserves the right to refuse or reject any or all bids or to accept a higher bid if it is felt the higher bid holds additional value to the County of Carroll.

All bids should be sent to Nick Rife, Finance Generalist, Carroll County Governmental Center, 605-1 Pine Street, Hillsville, VA 24343 no later than 2:00 PM on Wednesday, January 24, 2018. Bids arriving after specified time will not be opened and will be returned to bidder. Please mark the outside of envelope with "Chiller Maintenance Bid".

Sincerely,

Ricky Dowdy
Director of Maintenance

Chiller Maintenance Specifications

- Each Bidder shall furnish the County a copy of their worker's compensation and liability insurance along with their bid.
- Each bidder shall furnish all equipment, labor, and tools that are required to maintain Chiller. All parts and supplies required to perform scheduled maintenance procedures on chiller services described below are included in this bid.
- Each bidder not familiar with Chiller shall make an appointment with Ricky Dowdy (Director of Maintenance) to look over equipment prior to placing a bid on this service.
- All work described below shall not be started before March 15 and completed by April 10 of each year.

Annual Maintenance- Once a year scheduled maintenance program will be performed to include the following:

- Brush cleaning of chiller condenser tubes.
- Thorough refrigerant leak checks over the entire machine.
- Thorough inspection of all motor starter components.
- Perform motor winding integrity test with meg – ohm meter.
- Test and confirm correct operation of chiller capacity control mechanism.
- Perform on site oil acid test for all compressors annually.
- Compressor oil change will be performed on an as needed basis with County providing oil. Determination of need for oil change will be based on the oil analysis report and successful bidder's recommendation. Verify and adjust oil level.
- Replace oil filter cartridge.
- Inspect oil sump heater, verify correct operation temperature, voltage, current draw.
- Test all safety controls, operating controls, and sensors. Calibrate as required.
- Review all service and operating alarms stored in reports memory of control panel.
- Document all the above with information and results and give copy to Maintenance Supervisor for his records.

Seasonal Start – Up – May be performed concurrently with Annual Maintenance, or at a later date. Must be mutually agreed upon by successful bidder and equipment owner.

- Start machine per manufacturer recommendations.
- Verify proper starting operation and transition timing.
- Check and record all operating voltages and amperages.
- Verify correct oil and refrigerant charges. Verify correct operating oil pressure.
- Verify design water flow and pressure drop across evaporator.
- Verify design water flow and pressure drop across condenser and evaporator barrel.
- Verify proper calibration and control of all safety and operating devices.
- Verify correct programming and operating parameters on UCPI and UCP2 control panels.
- Complete all procedures, and log all test results per applicable start-up log.
- Present copy of start-up log to owner with detailed explanation of findings.

All bidders must sign specification and bid sheet to be considered for this service.

Date _____
Name of Company _____
Name of Bidder _____
Title of Bidder _____

**Chiller Maintenance
Bid Sheet**

First Year (2018-2019) Annual Maintenance & Start Up \$_____

Second Year (2019-2020) Annual Maintenance & Start Up \$_____

Third Year (2020-2021) Annual Maintenance & Start Up \$_____

**Additional Services
(Normal Business Hours)**

Response Time: _____

Labor Rate Per Hour: _____

**Additional Services
(Outside Normal Business Hours)**

Response Time: _____

Labor Rate Per Hour: _____

Name of Company: _____

Name of Technician Performing Work: _____

Company's Normal Business Hours: _____

Address: _____

Signature of Bidder: _____

Official Title: _____

Date: _____ Telephone No: _____

NON-COLLUSION CERTIFICATION

The following certifications are made:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation.
2. The offeror has not offered or received any kickback from any other offeror or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer 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 exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
3. The offeror is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid or proposal is to be performed.
4. The offeror understands that 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 and agrees to abide by all conditions of this proposal.
5. The offeror or subcontractor has not and will not confer on any public employee having official 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.

Contract Terms

(FOR OFFEROR INFORMATIONAL PURPOSES)

Unless otherwise provided in the Request for Proposals or Invitation to Bid, the following standard terms shall be included in any contract between the County and the successful offeror:

1. TERMINATION OF AGREEMENT

The COUNTY reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days notice to the firm in writing. In the event of termination, the firm providing goods or services pursuant to this procurement (“Firm”) shall not be paid for any goods or service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Firm’s work under this contract.

2. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the COUNTY. Any reuse of these materials by the COUNTY for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Firm will be at the sole risk of the COUNTY.

3. NONDISCRIMINATION

The Firm shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, religion, national origin, marital status or disability, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, religion, national origin, age or disability.

4. HOLD HARMLESS/INDEMNIFICATION

The Firm agrees to indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the COUNTY or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the COUNTY or its officers, agents, or employees.

5. COMPLIANCE WITH LAWS

Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Firm providing goods or services to the COUNTY under this contract assures the COUNTY that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and

Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act. The company represents that no owner, officer or employee of the company is an elected or appointed official of the County, or any related public body, agency, authority or department thereof, or of any body of which the County is a member or appoints members thereof.

6. NO WAIVER

Any failure of the COUNTY to demand rigid adherence to one or more of this Agreement's provisions, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7. CHOICE OF LAW

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflicts of law.

7. FORUM SELECTION

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Carroll County, Virginia or in the U.S. District Court, Western District of Virginia.

8. SEVERABILITY

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

9. NOTICES

All requests, notices, and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the COUNTY shall be sent to:

Nick Rife, Finance Generalist
Carroll County Finance Dept.
605-1 Pine Street
Hillsville, VA 24343
276-730-3003

10. CONTRACTUAL CLAIMS PROCEDURE

- A. Contractual claims, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment, however, the Firm shall give written notice of Firm's intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. Any written notice of Firm's intention to file such a claim need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Firm files such written notice, Firm shall proceed with the work as directed.
- B. The governing body of the County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within ninety (90) days of final payment. Each such decision rendered shall be forwarded to the Firm by written notice. If the governing body fails to render a decision within said ninety days (90), the claim shall be deemed denied and the Firm may proceed in accordance with paragraph C, below.
- C. If the Firm disagrees with the decision of the governing body of the County concerning any pending claim, the Firm shall promptly notify the County by written notice that the Firm is proceeding with the work under protest. Any claim not resolved, whether by failure of the Firm to accept the decision of the governing body of the County or under a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Firm from payment requests, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Firm appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court, however, no legal action may be commenced by Firm concerning any such contractual claim prior to rendering of a decision by the governing body of the County, unless no decision has been rendered within ninety (90) days of final payment or submission of the claim, in which case Firm's claim shall be deemed denied.

11. FAITH BASED ORGANIZATIONS

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be

a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Firm is a faith-based organization, then Firm shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all Attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

ACKNOWLEDGED:

By: _____

Title: _____

Date: _____