

**City of Gallatin**  
**Leisure Services**  
**Request for Proposals**

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## **I. Introduction**

### **A. Purpose**

The City of Gallatin Leisure Services will be accepting proposals for annual service of all Leisure Services Heating, Ventilation and Air Conditioning equipment.

### **B. Project Description**

As set forth in Attachment A (Scope of Services), Proposer shall perform and provide all labor, materials, transportation, and equipment necessary to perform HVAC services at all City of Gallatin Leisure Services facilities. The parks and facilities covered under this agreement shall be:

1. The Gallatin Civic Center, 210 Albert Gallatin Avenue, a 65,000 square feet sports, recreation, and multi-functional community services building.
2. Gallatin Municipal Park, 250 Municipal Park, Gallatin TN, 37066
3. Triple Creek Park, 1350 East Broadway, Gallatin, TN 37066

### **C. Term of Contract**

The term of this contract is one year, with a three-year renewal option. The City of Gallatin Leisure Services will have sole right to exercise said options by giving the Proposer at least 30 days written notice prior to the expiration of the base term.

## **II. General Information**

### **A. Request for Proposals**

The City of Gallatin Leisure Services is accepting sealed proposals for the HVAC services at Parks and Recreation facilities.

### **B. Pre-proposal Meetings**

1. There will be a NO mandatory tour of the facilities/equipment at the Gallatin Civic Center Vendors are suggest to contact David Brown or Elaine Hudson @ 615-451-5911 to schedule any site tour prior to bid due date.

### **C. Proposal Deadline and Submission**

1. One (1) original and two (2) copies of the proposal must be submitted.
2. Proposals will be received NLT 1:00 pm on May 21<sup>st</sup>, 2015 at the Gallatin City Hall located at 132 west Main Street, Gallatin TN 37066.
3. The outside of the envelope of each proposal must be marked to show the following:
  - a) *Proposer's Name*
  - b) *Address*
  - c) *Date and time the proposal is due*
  - d) *Marked "To the Attention of J.R. Smith"*
  - e) *Project title "HVAC Services"*
4. If proposal is mailed it should be addressed to: Gallatin City Hall located at 132 west Main Street, Gallatin TN 37066

### **D. Communication and Contact Information**

All communications during this solicitation process shall be in written form and directed to David Brown or Elaine Hudson by fax at 615-451-5908 or via e-mail at [david.brown@gallatin-tn.gov](mailto:david.brown@gallatin-tn.gov). Deadline for all questions, requests, or communications concerning this project will be 2:00 p.m. (CST) on May, 14<sup>th</sup>, 2015.

### **E. Proposal Preparation Instructions**

In order to expedite the evaluation of Proposals, each Proposer shall organize its Proposal as outlined below. Proposals which do not follow the specified format below may be deemed non-responsive and be disqualified from the process. In addition, failure on the part of the Proposer to provide the required documentation may be cause for rejection of the Proposal. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City of Gallatin Leisure Services's sole discretion.

General Document Requirements:

1. Each submission shall be bound or stapled.
2. All pages shall be sequentially numbered and a table of contents shall be provided.
3. The pages shall be single sided.

### III. Proposal Requirements

#### A. Cover letter

Identifying the proposing firm and the proposal package being submitted.

#### B. Statement of Qualifications

1. Two (2) references from clients for whom these or similar services have been provided in the past two (2) years. Please include the contact name and phone number.
2. Copy of Current State of Tennessee Mechanical Contractors License.
3. Proof of certification in Trane Building Automation/Summit Controls.
4. Additional certifications such as NATE or equivalent.

#### C. Acknowledgement of Attachments and Addenda (Attachment C)

#### D. Proof of All Required Insurance (V,C)

#### E. Price of Requested Services

1. Monthly price for scheduled maintenance including:
  - a) *All monthly, quarterly, semi-annual and annual preventive maintenance checks and services*
  - b) *All other scheduled maintenance (materials and services)*

\$ \_\_\_\_\_ Per Month

2. Hourly Rates and standard material for all other service calls:

\$ \_\_\_\_\_ Hourly Rate

## **IV. Selection Criteria**

### **A. Evaluation**

Specific evaluation criteria have been established to assist the City of Gallatin Leisure Services in determining which Proposer shall provide the best quality of service at reasonable rates. The City of Gallatin Leisure Services reserves the sole right to determine the sufficiency of the experience and qualifications of all Proposers and to select the Proposer with which it desires to negotiate a final contract, and shall not be bound to award the contract to the lowest (dollar) Proposer.

### **B. Selection**

The City of Gallatin Leisure Services may use, but is not limited to, the following selection criteria during its review process:

1. Ability to meet the requirements outlined in the scope of services.
2. Qualifications of key personnel who will be involved in the potential performance of the project.
3. The level of experience the firm has in providing services similar in scope to this contract.
4. Cost effectiveness.
5. Responsiveness to the Request for Proposal.
6. Reputation for personal and professional integrity and competence.

## **V. Miscellaneous**

### **A. Tennessee Public Records Act**

Under the Tennessee Public Records Act, any Proposal shall be considered a Public Record, and as such, may be subject to inspection and copying upon written request. The City of Gallatin Leisure Services therefore cannot guarantee the confidentiality of any proprietary or otherwise sensitive information contained in or with any Proposal.

### **B. Applicable Laws and Regulations**

The Proposer shall comply fully with applicable federal, state, or local laws.

## C. Insurance Requirements

### **INDEMNITY; INSURANCE:**

Contractor shall defend, save, hold harmless, and indemnify the City of Gallatin, Tennessee, and its officers, employees, agents, and members, from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

**EVENTS OF DEFAULT:** Contractor shall be in default under the Contract if:

- Contractor commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract;
- Contractor institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or
- Contractor attempts to assign rights in, or delegate duties under, the Contract.

### **Insurance provisions: worker's compensation, general liability, professional liability (errors and omissions), automobile liability**

Insurance. Contractor shall at its own expense provide the following insurance:

i **Worker's Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Tennessee workers' compensation coverage for all their subject workers.

ii **Professional Liability** insurance with a combined single limit, or the equivalent, of not less than either: \$200,000, \$500,000, \$1,000,000, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

iii **General Liability** insurance with a combined single limit, or the equivalent, of not less than either: \$200,000, \$500,000, \$1,000,000, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.

iv **Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than either: \$200,000, \$500,000, \$1,000,000, or Not Applicable for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name The City of Gallatin, Tennessee, and its elected officials, officers and employees as Additional Insureds on any insurance policies required herein but only with respect to Contractor's services to be provided under this Contract. As evidence of the insurance coverages| required by this Contract, the Contractor shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

## **JURISDICTION - LITIGATION IN TENNESSEE AND ACCORDING TO TENNESSEE LAWS**

**Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Tennessee without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Tennessee) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Sumner County for the State of Tennessee. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Middle Tennessee filed in Davidson County, Tennessee. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

**MERGER CLAUSE:** THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**NONAPPROPRIATIONS CLAUSE:** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Contractor understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day

of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

**PRIOR APPROVAL REQUIRED PROVISION.** Prior Approval Required: Approval of this contract by the Mayor of the City of Gallatin is required before any work may begin under this contract.

**TERMINATION:**

a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.

b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.

c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by City under any of the following conditions:

i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;

ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or

iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.

d. For Default or Breach.

i. Either City or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.

ii. Time is of the essence for Contractor's performance of each and every obligation and duty under this contract. City by written notice to Contractor of default or breach, may at

any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.

iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

**CERTIFICATIONS/REPRESENTATIONS:** Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Tennessee tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Tennessee or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

\_\_\_\_ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.

\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.

\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.

\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.

\_\_\_\_ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
(Date)

**D. SAFETY REQUIREMENTS**

1. The Proposer will perform daily tasks using "SAFETY FIRST" practices and comply with all TOSHA standards as they apply to the HVAC Services Contract. The Proposer and each of its employees will comply with all applicable TOSHA rules and practices. The Proposer will provide safety devices and apparel at no cost to its employees and will ensure employees wear all safety devices required by TOSHA. These devices and apparel will include, without limitation, respiratory protection, head, eye, hand, and foot protection, hearing protection, and traffic vests as required. The Proposer will furnish documentation of the completion of the safety training for equipment operators and other personnel.

2. The City of Gallatin Leisure Services reserves the right to inspect all areas for safety violations at its discretion, and to direct the Proposer to make immediate improvement of necessary conditions and procedures, or stop ongoing work if hazards are deemed to exist. In the event that the City of Gallatin Leisure Services elects to stop work because of any type of existing safety hazard, the Proposer will bear all costs for eliminating the hazards and will not be granted compensation for the work stoppage. The operation of the Proposer's vehicles or private vehicles by the Proposer's employees on or about the facilities will conform to posted regulations and safe driving practices. Aisles, passageways, alleyways, entrances or exits to fire protection equipment must remain unobstructed at all times. Proposer will use proper barricades and signage while completing tasks.

## Attachment A Scope of Work

### **Required Maintenance Services**

#### **Air Handlers/Dehumidifier**

#### **Chillers**

#### **Winter PM per manufacturers' recommendations**

- Check oil level
- Brush tubes for water-cooled chillers; clean air-cooled condensers with coil cleaner
- S- Clean cooling coil with evap. coil cleaner annually
- Vacuum drain pan and condensate line, add anti-microbial tablets annually
- Check for worn or defective parts quarterly
- Tighten terminal connections quarterly
- Check gaskets and hardware; tighten hinges and latches quarterly
- Check temperatures quarterly
- Adjust or replace belts (Materials Extra) as necessary
- Make operating log of pressures, voltage, amperages quarterly
- Check operation of freezestats annually
- Change/clean filters quarterly-

#### **Service starter per manufacturer's specifications**

- Check for worn or defective parts
- Tighten terminal connections
- Megohm motor
- Service purge if applicable
- Check oil pressure switch (make sure it works)
- Check low temp cut-out (freeze protection) calibrate
- Check refrigerant monitor calibration

#### **Quarterly Running Inspections**

- Make operating log of temperatures, pressures and voltage/amperages
- Check and investigate diagnostics
- Note deficiencies
- Check pressure drop across main oil filter for Trane Series R
- Check pressure drop across gas pump oil filter for Trane Series R

#### **Pumps**

#### **Winter PM**

- Check strainer

#### **Quarterly Running Inspections**

- Check pressures, amps, unusual noises
- Check shaft coupler
- Check motor; lubricate as required

## **Boiler**

### **Annually**

- Clean burners, check operation
- Clean heat exchanger if needed
- Check PRV and expansion tank to boiler fill
- Verify controls operation and set points

## **Control Systems**

### **Check operation quarterly to verify system is controlling per drawings and Specifications:**

- Pneumatic Systems: PM air compressors and air dryers; change coalescing filters; change oil and filters on air compressors annually. Check auto blow-down; check and clean float on air dryer.
- Verify static pressures and control set points
- Written reports furnished each inspection

## **Fans**

- Check belts and bearings monthly
- Replace belts as needed (materials extra)
- Lubricate bearings quarterly
- Verify balance and direction quarterly

**Attachment B**  
**Equipment List**

Quantity	Manufacturer	Equipment	Model	Location
1	Trane	147 ton chiller	RTA140	Roof
1	Trane	70 ton A/C #1	40	Equipment Room
1	Trane	42 ton A/C #2	21	Equipment Room
1	Trane	21 ton A/C #3	PCC23	Roof
2	Bell & Gossett	7 ½ HP water pump	1510-3BB	Equipment Room
2	Bell & Gossett	5 HP water pump	1510-2BC	Equipment Room
4	Acme	¼ HP exhaust fan	PNN135E	Roof
1	Acme	¼ HP exhaust fan	PNN100E	Roof
1	Acme	1/3 HP exhaust fan	PNN163F	Roof
1	Acme	½ HP exhaust fan	PNN163G	Roof
1	Acme	1 HP exhaust fan	PUB200J	Roof
1	Acme	10 HP return air fan #1	240	Equipment Room
1	Acme	2 HP return air fan #2	230	Equipment Room
2	Reznor	1/3 HP supply air fan	ECH24F-S	Equipment Room
1	Reznor	1/12 HP unit heater	88ER14	Equipment Room
1	Reznor	1/24 HP unit heater	56ER12	Equipment Room
1	Bryan	189 BHP water heater	CL-300	Equipment Room
5	Trane	1/3 HP induction unit	VFPE24	First Floor
4	Trane	½ HP induction unit	VFPE32	First and Second Floors
3	Trane	1/8 HP induction unit	VFPE06	Office
3	Trane	1/15 HP induction unit	VFPE11	First Floor
1	Dectron	50 ton pool unit	DS-182	Roof
1	McQuay	47 ton condensing unit	N/A	Roof
1	Raypak	13 BHP pool boiler	PO96ZABCDRDEA	Equipment Room

**Attachment C**  
**Acknowledgement of Attachments and Addenda**

Attachment or Addendum	Title	Acknowledge By Signature
Attachment A	Scope of Work	
Attachment B	Equipment List	
Attachment C	Acknowledgement of...	
Addendum		

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_