

# **MAURY COUNTY GOVERNMENT**

Invitation to Bid
Walk-In Cooler/Walk-In Freezer

# INVITATION FOR <u>SEALED</u> BIDS MAURY COUNTY GOVERNMENT IN CONJUNCTION WITH THE WELL OUTREACH, INC.

## (1) Walk-In Cooler

### (1) Walk-In Freezer

# Thursday July 18, 2024 Total pages including this page are 14

### **TABLE OF CONTENTS**

Invitation for Sealed Bid and Table of Contents	1-4
Narrative\Instructions to Bidders	5 – 7
Minimum Specifications	8
Bid Form/Optional Title VI	9 -10
Contractor's Title VI	11-12
Iran "Divestment" Form	13
Acknowledgement SAM Registration	14

Pattie Farris Purchasing Agent Maury County

PURCHASING DEPARTMENT 10 PUBLIC SQUARE SCEOND FLOOR COLUMBIA, TENNESSEE 38401 PHONE (931) 375-3110 FAX (931) 375-3118 Nicole Hooker Fixed Assets

Dottie Boshers Capital Projects

Jeri Foutch BOE Capital Projects/Fixed Assets

#### REQUEST FOR PROPOSALS

Maury County Government along with The Well Outreach, Inc. is soliciting bids for the purchase or purchase with installation of one (1) Walk-In Cooler and one (1) Walk-In Freezer for use at The Well Outreach, Inc. All values specified in this invitation shall be considered as minimums, unless otherwise specified. The specifications provided are not intended to exclude any individual/company from offering a proposal. Services offered which meet or exceed the specifications provided will be considered.

Enclosed, as an integral part of this "Bid Invitation", are the following:

"Narrative and Instructions to Bidder"	3 Pages
"Specifications"	1 Pages
"Signature Page"	2 Pages
"Contractor Title VI"	2 Pages
"Iran Divestment Form"	1 Pages
"Acknowledgement SAM Registration"	1 Page

**NOTE:** The above listed materials will be available July 1, 2024 at the following website:

#### www.maurycounty-tn.gov

Click on the "Financial Management" link, then Purchasing in order to download the Narrative & Instructions to Bidders & Bid Form.

Bids will be accepted by the Maury County Purchasing Office, #10 Public Square, 2<sup>nd</sup>, Columbia, TN 38401 until 10:30 A.M. local prevailing time, Thursday July 18, 2024, at which time and place all received bids will be publicly opened and read aloud. *Proposals must be submitted in a <u>sealed</u> envelope clearly marked* "Walk-In Cooler and Walk-In Freezer" in the lower left corner. When applicable, all appropriate licensing and other required information must appear on the exterior of the submittal envelope, as required by T.C.A. 62-6-119.

When submittals are sent via **U. S. Mail, FedEx, UPS or any other carrier**; the <u>sealed proposals</u> must be identified as above and then placed inside of the appropriate shipping envelope, and then clearly marked "<u>Sealed Bid Enclosed</u> – "<u>Walk In Cooler/Walk In Freezer</u>" on the exterior of the shipping envelope. This is necessary in order to prevent the accidental opening of bids by separating submitted bids from regular package delivery.

Bids arriving after the announced opening time or absent of the aforementioned markings will not be accepted.

Maury County reserves the right to disregard all nonconforming, non-responsive, or conditional bids; to reject any or all bids; to limit quantities; to waive formalities and informalities; and to evaluate proposals and accept any proposal or any part of any proposal that is judged, in our opinion, to be of the best quality, value and service to Maury County. It is also understood that the "apparent low bidder" will be announced at the bid opening; however the "successful bidder", who may or may not be the lowest bidder,

will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the County. The "review period" is normally completed within ten business days following the bid opening; however, under some circumstances, a longer review period may be required.

The bidder must submit his bid on the attached Bid Form. *Proposals not submitted on the attached form may be rejected*. The Signature Form is not to be changed in any manner, nor is any unauthorized additions, conditions etc. to be added. All applicable charges, including delivery, fees and surcharges must be included in the original proposal. Product warranties, where applicable, should be noted for each item. Any warranty to be provided on the materials, supplies and/or work are to be explained in detail by attaching a "Warranty Page" to the Bid Form. Blue or black ink must be utilized in the completion of the Signature Form.

"The County's evaluation is to be completed by 5:00 PM on August 1, 2024. Interested bidders should contact the County to schedule an appointment to inspect the bid file. The bidder inspection period will be for five days following the evaluation". Inspection by bidders will be closed after this time and the records will be moved to "Closed Bid Files", but shall remain opened and accessible to the public during the regular office hours of the County. Inspection of the purchase records shall not disrupt the normal work routine of the office. The individual requesting to inspect the records must first provide a written request describing those records to be inspected, and establish a date and time to inspect the records within the normal office hours of the Purchasing Department. Any copies made at the interested parties request shall be assessed a charge at the prevailing rate for duplication of County records.

All requested documentation is to be included with the bid submittal. Failure to provide the requested documentation may result in bid rejection. When requested, complete specifications and product brochures for the items bid are to be provided with the bid submittal.

Bids must be executed in the Company name and signed by an officer or individual that has authority to bind the Company. No bid may be withdrawn for a period of thirty (30) days after the opening date.

Title VI of the Civil Rights Act of 1964: All interested parties, without regard to race, color or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance." Maury County is often the beneficiary of Federal financial assistance in the areas of education, health care and social services, public transportation, and parks and recreation. Maury County strives to protect individuals' civil rights through active compliance with the requirements of Title VI. Any questions, concerns or complaints related to Title VI should be directed to the Maury County Mayor, who will review and forward all materials to the Title VI Coordinator. Please assist us with our compliance efforts by completing the optional statistical information requested on the Bid Form provided.

Additional information may be obtained from the Purchasing Department at 931-375-3110.

Requested by,

Pattie Farris

Pattie Farris
Purchasing Agent

cc: Bid File



# Maury County Government Narrative & Instructions

Item: Walk-In Cooler Walk-In Freezer Department: Maury County

Thursday July 18, 2024 @ 10:30 AM Local Prevailing Time

#### **NARRATIVE:**

Maury County along with The Well Outreach, Inc. is soliciting bids for the purchase and/or purchase and installation of one (1) Walk-In Cooler and one (1) Walk-In Freezer for use with daily activities at The Well Outreach Inc.

All offerings made under this invitation shall meet or exceed the detailed requirements as set forth in the attached specifications & responsibilities section. The specifications provided are not intended to exclude any company from offering a proposal. Offerings which meet or exceed the specifications provided will be considered. We are asking that this equipment be priced out two ways. We would like equipment pricing with inside delivery only and also equipment pricing with inside delivery and installation.

To request a site visit please contact Joseph Knapp at (615) 604-4702 or email Mr. Knapp at joseph@thewelloutreach.org to set up an appointment.

#### **INSTRUCTIONS to RESPONDENTS:**

#### PROPOSAL SUBMITTAL:

Respondents must include the "Proposal Signature Form" provided as a component of the "Invitation" with their submitted proposal. The proposed cost for the services requested must be written in blue or black ink, in numerals, and, if possible, in words. The words, unless obviously incorrect, would govern. No qualifying letters or statements attached to the proposal signature form will be considered. Submittals will be received by Maury County Government until the day, date and time as set forth in the "Invitation". Local time shall prevail in all openings. The proposal due date and time will be strictly observed. It is the responsibility of the respondent to ensure that his/her proposal is delivered via mail, carrier, by hand or other method prior to the scheduled proposal opening day, date and time.

Before submitting a proposal each respondent shall carefully examine the specifications (if any) and inform himself/herself fully concerning the existing conditions, and shall make his/her proposal to provide the service covered at the lowest cost while offering the best service and quality.

Any proposal may be withdrawn <u>prior</u> to the day, date and time as set forth in the "Invitation". Any proposal may be withdrawn as a result of any authorized postponement by the County.

#### **PROPOSAL OPENING:**

An official opening will occur at the time and on the date as scheduled in the "Invitation". At the "Official Opening"; proposals will be opened and recorded. An eventual "Successful Proposal" will be announced after a review period in which all elements of the submitted proposal are taken into consideration to include, but not be limited to, quality, service, conformity to specifications, etc. •The respondent fails to include the provided signature form,

• The signature form is not signed by an authorized representative of the responding company, Submitted proposals will be immediately rejected when:

- Conditions are placed upon the proposal by the respondent,
- Unauthorized additions to the invitation by the respondent,
- Lack of appropriate documents (if any) as required or requested in the Invitation,

A "Tabulation Sheet" will be made available to the attendees at the "Opening" listing all proposals submitted. Individual proposals will not be available for inspection until after the review period has occurred as outlined in "Inspection" section below.

#### PROPOSAL INSPECTION:

A record shall be kept, listing each respondent by name and address. These records are to be open to public inspection after review and after the award to the eventual successful respondent.

#### **Evaluation Period:**

- a. The review period is for ten business days following the official opening, during which time the submittals are closed to public inspection.
- b. During the period when evaluation is being made, all analysis of submitted proposals is confidential, thereby maintaining the integrity of the process.
- c. No County personnel in any office should discuss information pertinent to any proposal during this period, other than at scheduled meetings of County personnel specifically intended for review with regard to the proposal and/or project.
- d. Violation of the confidentiality of proposals pending award seriously compromises the County's position in establishing contractual agreements.

During the proposal review period, certain issues may be discussed with the potential "successful" respondent. Any failure to come to an agreement on the discussed issues may result in the rejection of that proposal and force the County to move to the next proposal in line, when deemed by the County as being in the best interest of the County.

#### **AWARD of BUSINESS:**

A submitted proposal shall be considered an offer subject to acceptance by Maury County. If a respondent fails to state the time within which a proposal may be accepted, Maury County shall have a minimum of sixty (60) days to accept. Any award of business will be based upon the lowest, most responsive proposal taking into consideration quality, service, and conformity to specifications and will be contingent upon the availability of funds and upon the acceptance by Maury County Government.

#### **INSURANCE CERTIFICATE:**

As a part of the bid submitted the eventual successful bidder who receives an award of business shall provide to Maury County a "Certificate of Insurance" as outlined below.

An insurance certificate shall be submitted prior to the commencement of any work and shall remain in force throughout the life of the contract and shall provide coverage in amounts no less than those amounts specified below. *Maury County is to be named as an "additional insured" for the duration of the project.* 

- 1) Workmen's Compensation Insurance as required by statutory law and including Employer's Liability (Coverage B) and shall have limits not less than \$500,000.00.
- 2) Public Liability Insurance:
  - a) Comprehensive General Liability Insurance which is the basic coverage for the Contractor for his negligent acts, errors, and omissions.

- b) Contractor's Protective Liability Insurance which protects the contractor from liability arising from any negligent acts of his subcontractors.
- c) Blanket Contractual Liability Insurance which is an extension of the regular general liability policy to cover any written contract entered into by the insured contractor.
- d) Completed Operations Liability Insurance which is a form of insurance extending the time limit of the general liability policy to cover claims that may arise after work has been completed and turned over to the Owner.

Contractor's Comprehensive Liability Insurance including Automobile. Combined single limit or equivalent split limits:

Bodily Injury Each person	\$1,000,000.00
Each Occurrence	
Annual Aggregate	

Property Damage including completed Operations Broad Form:

Each Occurrence	\$1,000,000.00
Annual Aggregate	\$2,000,000,00

Automobile Liability - Owned, Non-owned and hired:

Bodily Injury & Property Damage \$1,000,000.00 (Combined Single Limit)

3) Each policy shall provide that such policy cannot be altered or cancelled without first giving at least twenty (20) consecutive calendar days notice with such twenty (20) consecutive calendar days commencing after receipt by the Owner. This may be accomplished by either appearing in the body of the policy or by an appropriate endorsement or rider to the policy.

#### **NOTE:**

Firm and/or individuals who conduct business with Maury County Government must comply with TCA 50-1-103 (regarding employment of illegal aliens). Violation of this statute could result in a suspension of appropriate licensure and loss of business with Maury County.

Respondents must also be able to provide a copy of valid licensure.
(At the request of Maury County)

Failure to comply with the above may be cause for the rejection of the submitted proposal.

#### Walk-In Cooler and Walk-In Freezer Bid Specifications

#### Walk-In Cooler Specifications: 1 Unit Requested

WxDxH: 14' x 10' x 8'

Hinged self-closing access door with light fixture, light switch and thermometer

Door Dimensions: 48" x 78" high Exterior Finish: Galvanized Steel Interior Finish: Galvanized Steel

Holding Temp: 35

#### **Cooler Warranty:**

3 Year Parts

10 Year Wall Panels

#### **Cooler Refrigeration unit**

**Indoor Mounted Unit** 

1.5 HP medium temp system or comparable 230 V, three phase or single phase acceptable Warranty: 3 Year Parts, 5 Year Compressor

#### Walk-In Freezer Specifications: 1 Unit Requested

WxDxH: 14' x 14' x 8'

Hinged self-closing access door with light fixture, light switch, and thermometer

Door Dimensions: 60" x 78" Exterior Finish: Galvanized Steel Interior Finish: Galvanized Steel

Holding Temp: -10

#### **Freezer Warranty**

3 Year Parts

10 Year Wall Panels

#### **Freezer Refrigeration Unit**

Indoor mounted unit

5.5 HP Extra Low Temp unit

230 V, three phase or single phase acceptable

Warranty: 3 Year Parts, 5 Year Compressor



#### Maury County Government Proposal Signature Form

Item: (1) Walk-In Cooler & (1) Walk-In Freezer Department: Maury County

Thursday July 18, 2024 @ 10:30 AM Local Prevailing Time

#### SIGNATURE PAGE

- 1. The undersigned RESPONDENT proposes and agrees, if this proposal is accepted and successful, to enter into an agreement with Maury County, Tennessee to perform and/or furnish the goods and/or services at the prices indicated below in accordance with the terms and conditions detailed in the "Invitation".
- 2. This proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; RESPONDENT has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; RESPONDENT has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and RESPONDENT has not sought by collusion to obtain for itself any advantage over any other respondent or over Maury County, Tennessee.
- 3. Title VI of the Civil Rights Act of 1964. All interested parties, without regard to race, color or national origin, shall be afforded the opportunity to submit proposal(s) and shall receive equal consideration. Please assist us with our compliance efforts by completing the <u>optional</u> statistical information requested below.

Submitted on	
Company Name	 Fed ID #
Address	 Phone ()
	 Fax ()
Authorized Signature:	
Printed Name:	
Title:	
Email Address:	

### **Pricing**

Option A Walk-In Cooler:	
Total Bid Price Walk-In Cooler w/inside delivery only	\$
Option B Walk-In Cooler:	
Total Price Walk-In Cooler w/inside delivery, installation	\$
Option A Walk-In Freezer:	
Total Bid Price Walk-In Freezer w/inside delivery only	\$
Option B Walk-In Freezer:	
Total Price Walk-In Freezer, inside delivery, installation	\$
Estimated Delivery & Installation	
Manufacture/Brand of Equipment Offered:	
Warranty Documents Included: Yes No	

Optional Title VI Information for Respondent:			
Sex:	Male	Female	Other
Race:	White Non-Hispanic	Hispanic	Black Non-Hispanic
	Asian	American Indian	Other

<sup>\*\*</sup>Interested Certified Disadvantaged Business Enterprise (DBE) firms as well as other minority owned and women-owned firms are encouraged to respond to all advertisements by Maury County.

#### SUBJECT: TITLE VI CONTRACTOR POLICY

It is the policy of Maury County Government not to discriminate on the basis of race, color, national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy as follows:

- (1) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, age, sex or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in prohibited discrimination.
- (2) Solicitations for Subcontracts, Including Procurement for Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, age, sex or disability.
- (3) <u>Information and Reports</u>: The contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized Maury County Government personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, Maury County Government shall have the right to seek administrative and/or judicial enforcement of this assurance.
- (4) <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, Maury County Government shall:
  - (a) Withhold payments to the contractor under the contract until the contractor complies; and/or
  - (b) Cancel, terminate, or suspend the contract, in whole or in part

(5) <u>Incorporation of Provisions</u>: The contractor shall include the above provisions in every subcontract, including procurements of materials and leases of equipment.

Any questions regarding Title VI or any person who believes he or she has been discriminated against should contact:

Maury County Government Title VI Coordinator, Dana Gibson One Courthouse Square Columbia, TN 38401 Phone 931-375-2401.

	(Signature of Contractor / Vendor)
Address	_
	_

Identify project, service, item, etc. being provided:

# Public Acts 109 Iran Divestment Act

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106"

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: http://tnsos.org/acts/PublicActs.109.php.

#### Non-Boycott of Israel

"By submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. §12-4-1 and will not during the term of any award. **Note**: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

**ACKNOWLEDGEMENT:** The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed

requirements. Failure to properly acknowledge issues concerning the above is ground for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Company Name (Proposer/Contractor)

Print Name
Signed
Title
Subscribed and sworn before me this day of , 20 , 20 .

Signed
Print Name
Title

# ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Parts 183 and 215 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the bid proposal.

- 1. By submitting this proposal, the prospective bidder certifies that it has an active registration is SAM that is not set to expire within the next 90 days.
- 2. By submitting this proposal, the prospective bidder certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
- 4. Further, the prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective bidder will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
- 6. It is further agreed that by submitting this proposal, the prospective bidder will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name:	
Address:	
City:	State: Zip:
SAM Entity ID:	Expiration Date:
Activo Evalusions: Vos No	