



**Arlington Community Schools Emergency Board Meeting
February 7, 2022 2:00 PM
12060 Arlington Trail, Arlington, TN 38002**

1. Call to Order and Roll Call
2. Recommendation to award bid to M & A Supply Company in the amount of \$354,529.00 for HVAC Roof Top Units for Arlington High School and grant the Superintendent the authority to negotiate the terms of the related contract
3. Adjournment



NOTICE TO BIDDERS INVITATION TO BID #FY221006

AHS HVAC Roof Top Units

GENERAL TERMS AND CONDITIONS

- A. All pricing must be completed on bid sheet provided. Bidder must indicate cost per unit and extended cost. Unit cost shall be Arlington Community Schools' final actual delivered cost F.O.B. destination. Delivery will be made to one (1) location:
Arlington High School
5475 Airline Road
Arlington, TN 38002
- B. Units must be delivered to the job site, Arlington High School, 5475 Airline Road, Arlington, TN 38002, on May 23, 2022. Successful bidder shall give not less than 48 hours notification of date and time of delivery. All deliveries must be coordinated with Tim Ruff, Operations Director, 901-652-5950 and shall be according to Arlington Community Schools' specifications.
- C. Bidder must state delivery time after receipt of order (Days A.R.O.). Delivery date quoted is critical and shall be considered in the evaluation and award of this bid. Time is of the essence: thus, the award of this bid is shall be contingent upon absolute agreement that the units are delivered by the date set forth in lettered paragraph "B" above.
- D. Arlington Community Schools reserves the right to assess liquidated damages in the amount of \$500.00 per day beyond May 23, 2022 until the items have been delivered and accepted by Arlington Community Schools.
- E. All bids must meet or exceed the enclosed specifications. Bidder must include manufacturer's name, and model number offered. If bidder fails to provide this information, and an award is made, then the bidder shall supply the item(s) as specified. All items supplied by the successful bidder(s) shall be: (1) as per manufacturer's name, model number and description quoted, and (2) new and unused. Remanufactured and/or reconditioned items will be unacceptable. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to Arlington Community Schools. No substitutions shall be made unless approved in writing by Tim Ruff prior to delivery. **Literature to be included with bid for items quoted. Bid will be considered incomplete for failing to include required product literature along with bid and may be rejected.** Arlington Community Schools reserves the sole right to make final approval regarding all exceptions and substitutions.
- F. The General Terms and Conditions and Specifications in no way favor one (1) vendor over another. Bidders shall abide by and comply with the true intent of the General Terms and Conditions, and Specifications and not take advantage of any unintentional error or omission of Arlington Community Schools. Arlington Community Schools reserves the right to make final determination as to the award of this bid.
- G. Warranties: The successful bidder must provide a guarantee of warranty of One (1) year on all parts, Five (5) years on Compressor and Fifteen (15) on heat exchangers. Warranty periods shall begin from the date of acceptance by Arlington Community Schools. All parts covered under warranty must be delivered within two business days from the date requested to Arlington Community Schools. Common warranty parts must be in stock locally and readily available.
- H. Successful bidder will be required to furnish all labor, materials, tools, equipment for a complete delivery.
- I. All work shall be performed in a neat and workmanlike manner. Any and all cleanup of debris is the responsibility of the successful bidder.
- J. Successful bidder will be responsible for obtaining and furnishing any/all permits with local and/or state code enforcement agencies to complete to project as described in this bid.
- K. Successful bidder's recommendations must be in compliance with all local, state and federal codes, ordinances, regulations and laws. The successful bidder shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, regulations, including applicable licensing requirements, according to sound engineering, management and safety practices, and in compliance with any and all rules, requirements and specifications required by Arlington Community Schools relative to the premises.

Second week of June



NOTICE TO BIDDERS INVITATION TO BID #FY221006

AHS HVAC Roof Top Units

Wednesday, January 19, 2022

Arlington Community Schools will receive bids for HVAC Roof Top Units for Arlington High School, 5475 Airline Road, Arlington TN 38002. General Terms and Conditions and Specifications are contained in this bid. There will be a public opening of this bid at **11:00 AM, CST, Monday, January 31, 2022** at Arlington Community Schools District Office, 12060 Arlington Trail, Arlington, TN 38002 in the Large Conference Room.

All bids must be received by Arlington Community Schools - Purchasing, Attn: Laney Borwick, 12060 Arlington Trail, Arlington, TN 38002, by 10:59 AM, Central Time, **January 31, 2022**. **Bids received after the specified date and time will be considered late and will not be opened, or considered.** Please use the label attached to all bids.

Arlington Community Schools reserves the right to reject any or all bids, waive defects or informalities in bids and to make awards deemed to be in its best interest.

In compliance with this Invitation to Bid, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against Arlington Community Schools, its board members, agents and employees arising out of the use of any product or article that is provided pursuant to the bid. Bidder further agrees to indemnify, protect, defend and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries or damages sustained by any person arising out of or in the course of the bidder performing or failing to perform the service related to this bid and/or providing or failing to provide the goods related to this bid.

Bidder also certifies that they do not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal and state laws.

Arlington Community Schools offers educational, employment and business opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

<u>MaA Supply Company, Inc.</u>			Terms: <u>LOD</u>	Delivery: Days A.R.O. <u>TBD</u>
Company Name				
<u>2115 Spicer Cove, Suite 112</u>			<u>901-363-7865</u>	<u>N/A</u>
Address			Phone	Fax
<u>Memphis</u>	<u>TN</u>	<u>38134</u>	<u>rwade@masupplycompany.com</u>	
City	State	Zip	Email address	

Name and signature below certifies that you understand and agree to the requirements above as well as all the information contained in this Bid that you agree to all of the terms contained in the Notice to Bidders, including but not limited to the General Terms and Conditions, Scope of Work and Project as written in the Notice to Bidders..

Richard Wade

Authorized Representative (Print)

Richard Wade

Signature

1/28/22

Date



NOTICE TO BIDDERS INVITATION TO BID #FY221006

AHS HVAC Roof Top Units

GENERAL TERMS AND CONDITIONS cont'd

- L. If at any time Arlington Community Schools is dissatisfied with the quality of service or product provided, a written notice of the specific problem(s) will be furnished to the successful bidder. If the problem is not corrected to the satisfaction of Arlington Community Schools within 10 days of this written notice, this and all contracts with the successful bidder may be unilaterally terminated by Arlington Community Schools with no further obligation on the part of Arlington Community Schools. This and all contracts with the successful bidder may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period. The bidder understands that it may be removed from bid considerations by Arlington Community School of all future bids, should Arlington Community Schools in its sole discretion deem any product or service provided by the successful bidder to be deficient.
- M. Arlington Community Schools reserves the right to award this bid by line item, groups of items or the entire list of items (Lump Sum Total), whichever is deemed to be in the best interest of Arlington Community Schools. Lump sum totals will be determined by the sum total of the extended unit cost of each item in a lump sum grouping. In all cases, the unit cost multiplied by the quantity bid will determine the extended cost of a line item.
- N. **Any and/all revisions made to the notice to bidders made prior to the bid opening will be posted on the Arlington Community School website, https://acsk-12.org/our_district/departments/purchasing/bid_opportunities and will be the responsibility of the bidder to check for any and/all revisions.**
- O. No bid may be withdrawn for a period of sixty (60) days after the bid opening without written approval of the Purchasing Department.
- P. Arlington Community Schools reserves the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from date of request.
- Q. An agent that can legally bind the bidding vendor must sign Bid Cover Sheet and Hold Harmless Agreement and include both documents with their bid response.
- R. It is understood that the bidder, if awarded an order or contract, shall indemnify, protect and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against Arlington Community Schools, its board members, agents and employees arising out of the use of any product or article that is provided pursuant to the bid. Bidder further agrees to indemnify, protect, defend and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries or damages sustained by any person arising out of or in the course of the bidder performing or failing to perform the service related to this bid and/or providing or failing to provide the goods related to this bid.
- S. In accordance with the 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 organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106"** I further attest and agree to immediately notify the Arlington Community Schools Purchasing Department if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify the Purchasing Department may invalidate any and all agreements I have with Arlington Community Schools.
- T. **All price quotations and related materials must be received in a sealed envelope. Time, date and nature of bid must be clearly marked on face of sealed envelope as well as Bidder's Business/Contractors number. Attach label from last page of this document to the outside of your bid submission. Failure to include the aforementioned information and/or the attached label may be cause for disqualification.**
- U. By agreeing to provide goods or services to any school within the Arlington Community Schools, you are attesting that you are aware of your obligations under T.C.A. § 49-5-413(d) to ensure that all your employees who have direct contact with students or to the children in the school district's child care program or who have access to the grounds of any School District when children are present have done the following:



NOTICE TO BIDDERS INVITATION TO BID #FY221006

AHS HVAC Roof Top Units

GENERAL TERMS AND CONDITIONS cont'd

1. Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering the grounds of the School District.
2. Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. § 40-39-202(17) or a violent sexual offender in the T.C.A. § 40-39-202(25) the employee may not enter the grounds of the School District or have direct contact with students of the School District or to children in the School District's child care program.

The successful bidder also agrees that if one of your employees commits a sexual offense as defined in T.C.A. § 40-39-202 or violent sexual offense as defined in T.C.A. § 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the School District or to children in a School District's child care program or to enter the grounds of the School District.

You also agree and understand that your failure to satisfy all the requirements of T.C.A. § 40-39-202(17) will be deemed to be a material breach of this and all contracts with Arlington Community Schools which could subject you to breach of contract damages and/or termination of this and all contracts with Arlington Community Schools.

- V. The successful bidder must carry insurance as specified below and a Certificate of Insurance must be submitted within five (5) business days from the date of the bid award. If said certificate of insurance is not timely received, Arlington Community Schools shall have the right to terminate the award and award the bid to another bidder.
- A. Worker's compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee.
 - B. From a company licensed to write insurance policies in the State of Tennessee:
 - C. Arlington Community Schools shall be conspicuously named on the Certificate of Insurance as an additional insured.

Commercial General Liability	Each Occurrence	\$1,000,000
	Damages to Rented Premises	\$100,000
	Personal and ADV Injury	\$1,000,000
	Products - Comp/OP AGG	\$2,000,000
Auto Liability	Combined Single Limit	\$1,000,000

- W. Successful bidder must supply manufacturer's Safety Data Sheets (SDS) on all products where available upon receipt of Arlington Community Schools of all products.
- X. Arlington Community Schools has the right at its discretion to terminate or renegotiate this agreement due to the occurrence of any event or action beyond Arlington Community Schools' control.
- Y. NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, funds for this Contract are payable from state, federal and or local appropriations. In the event that no funds or insufficient fund are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the successful bidder shall have no continuing obligation under the terms of this Contract.
- Z. Any alteration to this bid document by a bidder will render that bidder's response to this bid as null and void.



NOTICE TO BIDDERS INVITATION TO BID #FY221006

AHS HVAC Roof Top Units

GENERAL TERMS AND CONDITIONS cont'd

- AA. All equipment and/or property of Arlington Community Schools that is damaged by the successful bidder shall be repaired and/or replaced by the successful bidder at no cost to Arlington Community Schools within five (5) business days after notification by Arlington Community Schools. Arlington Community Schools reserves the right to withhold any payments, until the repair is made and the final work is accepted by Arlington Community Schools.
- BB. Successful vendor(s) must meet all delivery time frames and requirements as detailed in this bid document. By bidding and signing the bid document, the vendor is agreeing to be bound by the delivery and/or work completion requirements detailed in this document.
- CC. Bidder shall submit sample upon request to properly evaluate product. Sample shall be submitted within (5) business days of request at no cost to Arlington Community Schools.
- DD. Arlington Community Schools offer educational, employment and business opportunities without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal or state laws.
- EE. The successful bidder agrees that Arlington Community Schools may extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies and/or School Districts) who express an interest in participating in any contract that results from the bid. Each of the said institutions must issue their own purchasing documents for purchasing of the goods/services that are piggybacked on any contract between the successful bidder and Arlington Community Schools. Bidder agrees that Arlington Community Schools shall bear no responsibility or liability for any agreements between the bidder and other Institution(s) who desire to exercise this option.
- FF. Arlington Community Schools encourages qualified minority and/or women-owned businesses to submit bids. Arlington Community Schools awards bids without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal or state laws.
- GG. Questions regarding bid specifications shall be directed to Tim Ruff, Director of Operations, Arlington Community Schools, tim.ruff@acsk-12.org, not later than 3:30 PM on Wednesday, January 25, 2022. Purchasing questions shall be directed to Laney Borwick, Purchasing, laney.borwick@acsk-12.org, no later than 3:30 PM on Wednesday, January 25, 2022. **All questions must be submitted by email.**



NOTICE TO BIDDERS INVITATION TO BID #FY221006

AHS HVAC Roof Top Units

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between M&A Supply Name of Contractor (hereinafter Contractor), and Arlington Community Schools Board of Education (ACS). Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from ACS, "Contractor" agrees to all conditions thereof, the undersigned agrees, if this bid be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against Arlington Community Schools, its board members, agents and employees arising out of the use of any product or article that is provided pursuant to the bid. Bidder further agrees to indemnify, protect, defend and hold harmless Arlington Community Schools, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries or damages sustained by any person arising out of or in the course of the bidder performing or failing to perform the service related to this bid and/or providing or failing to provide the goods related to this bid.

(Name of Contractor) M&A Supply Company

BY: Richard Wade

TITLE: Director of Commercial Sales

State of Tennessee

County of Shelby

Richard Wade personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of

M&A Supply Company

Patti J. Land
Signature

Witness by hand and Notary seal at office this 31 day of January year of 2022.

Patti J. Land
Notary Public

My Commission Expires: 10-19-2022

Obtain Notary signature and return document





NOTICE TO BIDDERS INVITATION TO BID #FY221006

AHS HVAC Roof Top Units

BID SHEET

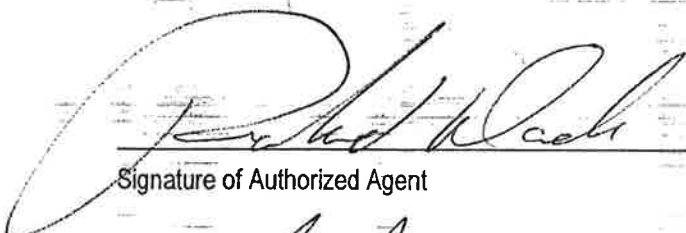
Units must be delivered to the job site, Arlington High School, 5475 Airline Road, Arlington, TN 38002, on May 23, 2022. Successful bidder shall give not less than 48 hours notification of the date and time of delivery. All deliveries must be coordinated with Tim Ruff, Operations Director, 901-652-5950 and shall be according to Arlington Community Schools' specifications.

Bidder must state delivery time after receipt of order (Days A.R.O.). Delivery date quoted is critical and shall be considered in the evaluation and award of this bid. Time is of the essence: thus, the award of this bid is shall be contingent upon absolute agreement that the units are delivered by the date set forth in lettered paragraph "B" in the General Terms and Conditions.

Your signature below verifies bidder has received and carefully examined the entire Notice to Bidders and that you agree to all of the terms contained in the Notice to Bidders, including but not limited to the General Terms and Conditions, Scope of Work and Project as written in the Notice to Bidders. Successful vendor(s) must meet all delivery time frames and requirements as detailed in this bid document. By bidding and signing the bid document, the vendor is agreeing to be bound by the delivery and/or work completion requirements detailed in this document for the following sum:

Total Lump Sum: \$ 354,529.00

Show detailed pricing on Bid Sheet titled,
"FY221006 ITB AHS Roof Top Units Bid Sheet.xlsx"


Signature of Authorized Agent


Company Name

FY221006 ITB AHS HVAC ROOF UNITS BID SHEET

ITEM #	QTY	MODEL #	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	PCG4A240502X4	2 Ton Single Stage Cooling, York Single Packaged R-410A Air Conditioner 240V	2258	2258
2	1	S1-1TC0101	Curb Adapter for Affinity to Small LX Series, Small Footprint	85	85
3	1	S1-1FA0501	Manual Outside Air Damper with hood and screen, Small Footprint	140	140
4	1	S1-1FF0601	Filter/Frame Kit (Single Phase Only), Small Footprint	58	58
5	8	ZE036105B4A2ABA1A2	3 Ton, Single Packaged R-410A Air Conditioner 480V 3 Phase	3889	31,112
6	8	2MD04700324	Motorized O.A. Damper with Hood Kit (Downflow or Horizontal Unit)-0% to 100% capability	370	2960
7	8	1HG0401	Hail Guard Kit	350	2800
8	47	ZE048107B4A2ABA1A2	4 Ton, Single Packaged R-410A Air Conditioner 480V 3 Phase	4183	196,601
9	47	2MD04700324	Motorized O.A. Damper with Hood Kit (Downflow or Horizontal Unit)-0% to 100% capability	370	17,390
10	47	1HG0401	Hail Guard Kit	350	16,450
11	8	ZE060110B4A2ABA1A2	5 Ton, Single Packaged R-410A Air Conditioner 480V 3 Phase	4693	37,544
12	8	1HG0401	Hail Guard Kit	395	3160
13	8	2MD04700324	Motorized O.A. Damper with Hood Kit (Downflow or Horizontal Unit)-0% to 100% capability	370	2960
14	1	ZF090S12R4A1AAA1A2	7.5 Ton, Single Packaged R-410A Air Conditioner 480V 3 Phase ZF070S12R4A1A2AAA	7173	7173
15	1	1HG0415	Hail Guard Kit - Diamond Pattern	340	340
16	1	2MD04703824	Filter/Frame Kit (Single Phase Only), Small Footprint / <i>Motorized Damper</i>	Factory	Installed
17	1	YV30S3BV4C1AAA11A2	30 Ton, Single Packaged R-410A Air Conditioner 480V 3 Phase	28,653	28,653
18	1	<i>AMP-AC-30</i>	Curb Adapter to fit existing Curb (Existing Unit York Model Y13AN44A1AAACAF)	4115	4115
Total Extended				354,529	354,529

Specific information and data sheets for these items can be found on the PDF named, FY221006 ITB AHS HVAC Roof Units Specifications - APPENDIX A with the bid documents.

All new units must come with:

- Stainless steel heat exchanges
- Factory installed breakers
- Through the curb drain
- Standard Circuit Boards; not simplicity boards
- Warranty 1 year on all parts, 5 years on Compressors and 15 years on heat exchanges
- All units must fit existing roof curbs
- Common warranty parts must be in stock locally and readily available

\$354,529

