



September 26, 2023

INVITATION TO BID

**STATE OF ALABAMA
COUNTY OF SHELBY**

SEALED BIDS FOR HVAC AND REFRIGERATION EQUIPMENT, PARTS AND SUPPLIES AS PER SPECIFICATIONS

Sealed bids for HVAC and Refrigeration Equipment, Parts and Supplies for Shelby County will be received in the office of the County Manager, Shelby County Administration Building, 200 West College Street Room 123, Columbiana, Alabama 35051 until October 6, 2023 at 2:00 p.m. at which time bids will be opened publicly and read. The County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsive and responsible bidder. Bids submitted are firm and no claims for errors will be considered after bids are opened and subsequent thereto.

If you have any questions concerning this bid or the specifications, contact Gina LeCroy at rlecroy@shelbyal.com. All questions must be submitted in writing to rlecroy@shelbyal.com. Responses will be in the form of an addendum. No questions will be entertained within 48 hours of bid opening.

GENERAL INFORMATION

The bidder shall provide a proposal for the materials as described on the attached requirements and specifications.

Shelby County is issuing this bid in order to purchase a wide array of HVAC and refrigeration equipment, parts and supplies. Shelby County is seeking one or more catalog suppliers of HVAC and refrigeration products to provide direct shipments to the County as well as participating agencies within Shelby County. The vendor must provide Shelby County with an online catalog that lists products and prices for quick ordering.

Requirements:

1. Vendor shall have an online catalog, for order entry use and suitable for the needs of the County and participating agencies.
2. Bid pricing is to be established as a ceiling price. At no time may the bid products be offered pursuant to this Contract at prices above this ceiling price without approval by the County. Prices may be reduced to meet the specific needs of the County or participating agencies.
3. New listings into the catalog may be submitted throughout the term of the Contract. Vendor reserves the right to review subsequent catalog offerings to determine if the represented products reflect the contracted products and equipment. Each new listing

may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New optional accessories for equipment may be added to the Contract at the time they become available.

4. All products sold by the vendor must be new. Products that have a 30/60/90 day money back guarantee should be clearly identified in the catalog.
5. The vendor agrees that full refund, credit or exchange will be granted to any defective-on arrival merchandise, if reported within thirty (30) days of receipt of the order.
6. Shipping charges must be clearly identified in the bid.
7. Sales and other taxes, where applicable, shall not be included in the prices quoted.

Specifications:

1. HVAC and refrigeration equipment including, but not limited to, Goodman, Fujitsu, Coleman, Daikin, Heatcraft and associated equipment.
2. HVAC and refrigeration parts and supply items including, but not limited to, thermostats, defrost boards, contactors, capacitors, coils, refrigerant, nitrogen, acetylene, brazing materials, and coil cleaners.

Bid Submission:

Shelby County is seeking a catalog based price schedule. Bidders shall provide access to a price schedule for all catalog items reflected in the specifications above. This requirement can be achieved via online access to an established catalog containing the items requested. Additional pricing and/or discounts should be reflected online at the time of submission.

Shelby County reserves the right to purchase none, one or several of any items quoted based upon the bid unit prices.

Evaluation:

Evaluation will be based on the County's sole judgement of the quality and features of the items offered and unit prices. Given the vast size of the catalog, a core sample of key items may be compared to derive the most responsive bid.

Bidder must provide timely response to emergency calls when equipment and materials are required.

All bidders must use our form for submitting their bid. Bids must be submitted in triplicate. All bids must be sealed and marked in the lower left hand corner **"BIDS – HVAC AND REFRIGERATION EQUIPMENT, PARTS AND SUPPLIES"** with opening date and time. Late bids will not be opened.

Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file and Commission Minutes.

Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

DISQUALIFICATION OF BIDS

Bids may be disqualified before awarding of the contract for any of the following:

- A. Failure to mark envelope as required;
- B. Failure to sign or notarize the bid document;
- C. Failure to include requested information or other details of the bids;

METHOD OF AWARD

The award will be made to the lowest responsive and responsible bidder meeting specifications. It is not the policy of the Shelby County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsive bidder.

Upon the awarding of this contract and bid, Shelby County has the sole right to end said contract at any time at Shelby County's sole discretion.

CONTRACT PERIOD / PRICING

The period of this contract will be for six (6) months from date bid is awarded. This contract may be renewed for up to three (3) years from the initial award date upon the agreement of both parties with the pricing remaining the same as the initial bid.

REQUIREMENTS FOR CONTRACTORS

Bidding Contractor will be required to provide evidence of E-Verify documentation and Section 84 business license.

Bids will be valid for sixty (60) days.

IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OPEN TRADE

By signing this contract, vendor agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Please provide your bid response in triplicate, one original and two copies and one electronic copy.

Chad Scroggins
County Manager