

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS (IFB)

Issue Date: January 23, 2015

IFB No.: 1942

Title: WATER SOURCE HEAT PUMP REPLACEMENTS FOR YORK HALL: EQUIPMENT

Classification Code: 03100

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd.
Yorktown, Virginia 23690

Using Agency And/or Location
Where Work Will Be Performed:

York Hall
301 Main Street
Yorktown, Virginia 23690

Sealed Bids Will Be Received Until **2:00 p.m. on Monday, February 9, 2015** At Which Time They Shall Be Opened In Public And Read Aloud.

All Inquiries for Information Should be Directed to: Denise F. Weston, CPPB, Central Purchasing Office, Telephone: (757)890-3680.

NOTE: THREE (3) COPIES OF YOUR BID PROPOSAL WILL BE REQUIRED

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Under-
signed Offers And Agrees to Furnish The Materials Described At the Prices Indicated In Section **9.0**.

Name and Address of Firm:

Date: _____

By: _____
Signature in Ink

Print/Type Name: _____

Telephone No.: () _____

Title: _____

E-mail Address: _____

Federal Tax ID#: _____

Facsimile No.: _____

State Corporation Commission (SCC) # _____

1.0 PURPOSE:

It is the intent of this formal Invitation for Bids (IFB) to purchase 12 water source heat pumps for the County of York, Virginia, hereinafter, the "Owner", in accordance with all applicable Federal, State, and Local government laws, ordinances, rules, regulations and specifications.

2.0 SCOPE OF WORK:

The successful bidder, hereinafter, "Vendor", shall provide and deliver new equipment, to replace the following equipment that is currently installed at York Hall, for a lump sum price to be entered on the Bid Schedule (Section 9.0):

Unit #	Model	Supply	Return	Size
WSHP-1	Mammoth F054VHE	Top	Side	28" x 28" x 45"
WSHP-2	Mammoth F070VHE	Top	Back	49 1/2" x 35" x 62"
WSHP-3	Mammoth F070VHE	Top	Back	49 1/2" x 35" x 62"
WSHP-4	Mammoth F054VHE	Top	Back	28" x 28" x 45"
WSHP-5	Mammoth F090VHE	Top	Back	49 1/2" x 35" x 62"
WSHP-6	Mammoth F090VHE	Top	Back	49 1/2" x 34 1/2" x 62"
WSHP-7	Mammoth VVW-151-2-F	Top	Back	57" x 35" x 63 1/2"
WSHP-8	Mammoth F036VHB	Top	Back	23 1/2" x 23 1/2" x 37 1/2"
WSHP-9	Mammoth F090VHF	Top	Back	49 1/2" x 34 1/2" x 62"
WSHP-10	Mammoth F064VHF	Top	Side	30" x 28" x 45"
WSHP-11	Mammoth F090VHF	Top	Back	49 1/2" x 34 1/2" x 62"
WSHP-12	Mammoth F090VHF	Top	Back	49 1/2" x 34 1/2" x 62"

The following units (WSHP-1, 2, 4, 9, 10 and 12) shall be limited in size or shall be designed to be easily disassembled to fit through a doorway that is 34.75 inches wide. All units need to reasonably match up to existing duct work. Sketches of existing units, with approximate measurements, are included to aid in unit selection (See EXHIBIT A).

2.1 The deadline for submitting questions concerning the Scope of Work or equipment specifications is 5:00 p.m., Monday, February 2, 2015. Questions shall be submitted via email to: denise.weston@yorkcounty.gov

3.0 GENERAL EQUIPMENT SPECIFICATIONS:

All components shall be the standard manufacturer's equipment meeting the following minimum requirements:

- A. Condenser coils shall be constructed of Copper.
- B. Refrigerant type shall be R-410A.
- C. Cabinet construction to be Vertical.
- D. Each unit shall be equipped with a condensate over flow switch.
- E. Hot gas reheat shall be provided on all units for dehumidification.

- F. Hot gas bypass shall be provided for capacity control on units HP-5, HP-6, HP-9, HP-11, and HP-12.
- G. Series evaporators shall be provided on units HP-5, HP-6, HP-9, HP-11, and HP-12.
- H. All units shall be equipped with a two inch filter rack.
- I. Phase protection monitors shall be provided on each unit.
- J. DDC BACnet/MSTP controllers shall be provided on each unit. The units shall be capable of working with BACnet and a conventional wall thermostat.
- K. A room sensor for each unit with an LED display shall be provided. Sensor shall be capable of viewing and adjusting humidity and temperature set points.
- L. A BACview technicians hand held service controller with all necessary related accessories and software or troubleshooting / communication software required to access the BACnet controller for service and maintenance shall be provided.
- M. Each unit shall have a 400 psi working pressure, for sizes ½” – 1”, and a 300 psi working pressure, for sizes 1 ¼” – 2”, hose kit consisting of: 24 inch long (minimum) stainless steel braided flexible inlet and outlet water hoses; automatic flow control valve; wye strainer with quarter-turn ball valve for blow down. All materials shall be either brass or stainless steel.
- N. Certified Factory startup, testing and documentation shall be provided and the cost included in the bid price of the equipment.
- O. The blower motors on units HP-1, HP-2, HP-3, HP-4, HP-8, and HP-10 shall be ECM type.
- P. The blower motors on units HP-5, HP-6, HP-7, HP-9, HP-11, and HP-12 can be PSC type.
- Q. Equipment shall be designed to operate with entering fluid temperature ranges of: 50°F to 100°F in cooling mode and 30°F to 80°F in heating mode.
- R. Each unit shall be equipped with a freeze stat mounted close to the water coil to monitor refrigerant temperature. The controller shall shut down the compressor and enter into a soft lockout condition upon refrigerant temperature between the expansion device and the water coil dropping below or remaining at 30°F for a continued period of 30 seconds or longer.
- S. Compressor operation shall be monitored and controlled with time delay to prevent short cycling.
- T. Each unit shall have the capability of random start on power up mode.
- U. Each unit shall be equipped with Brown out/Surge/Power Interruption protection.
- V. Each unit shall be equipped with a Low Pressure Switch with 120 second bypass timer.
- W. Units shall shutdown upon receiving a high or low refrigerant pressure input.
- X. Units shall shutdown when unit freezes up or when a condensate high level alarm is received.
- Y. Each unit shall be equipped with an alarm output which closes for selectable dry contact closure or 24 VAC remote fault indication.
- Z. Each unit shall be equipped with an alarm output selectable for constant output, for general alarm notification, or pulse output for annunciation of the specific fault alarms.
- AA. Units shall be capable of being reset at both the thermostat and at the disconnect switch.
- BB. Provide automatic intelligent reset on each unit. Units shall automatically reset after a safety shut down and restart after the anti-short cycle timer and random start timer expire. Should a fault re-occur within 60 minutes after reset, then a permanent lockout will occur.

- Reset attempts shall be selectable for 2, 3 or 4 tries. A condensate overflow shall put the unit into a hard lockout on the first fault.
- CC. Each unit shall have the ability to override time delays for servicing.
- DD. A light emitting diode (LED) to indicate safety alarms shall be provided for each circuit. The LED shall annunciate the following alarms: high refrigerant pressure, low refrigerant pressure, low water temperature, a high level of condensate in the drain pan, or brown out/surge/ power interruption. The LED will display each fault condition as soon as the fault occurs. If a permanent lockout occurs, then the fault LED will display the type of fault until the unit is reset.
- EE. At a minimum, the units shall be manufactured at an ISO 9001:2000 certified facility.
- FF. Refrigerant to air coils shall have a coating for enhanced protection against formicary and other forms of corrosion.
- GG. Copper tubes shall be tin coated for protection from formicary corrosion.
- HH. Aluminum fins shall have a protective coating rated at 1,000 hour salt spray protection and salt fog testing by the American Society for Testing & Materials (ASTM B117) equivalent or better.
- II. All water source heat pumps shall be fabricated from G-90 galvanized sheet metal for corrosion protection. All interior surfaces shall be lined with ½” thick, 1.5lb./ cubic foot dual density insulation for thermal insulation and acoustical attenuation (½” thick closed cell foam insulation is optional). Insulation must be non-combustible, non-hydroscopic and anti-fungal. Insulation must meet NFPA 90A and 90B for fire protection, UL181 erosion requirements, and be certified to meet indoor air quality (IAQ) standards for low emitting products.
- JJ. All equipment must meet or exceed the national standard minimum Energy Efficiency Ratio (EER) and Coefficient of Performance (COP) as listed in ASHRAE 90.1 per the following:
- a. ARI-ISO-13256-1, WLHP Rating (13.0 EER and 4.3 COP for units with a nominal cooling capacity of 17,000 BTU/h or larger – 12.2 EER and 4.3 COP for units with a nominal cooling capacity lower than 17,000 BTU/h).
 - b. For the ARI-ISO-13256-1, GLHP Rating a minimum 13.4 EER and 3.1 COP.
 - c. All units shall be listed with Intertek (ETL), Nationally Recognized Testing Laboratories (NRTL) or Canadian Standards Association (CSA). All units shall have ARI-13256-1 labels with ETL or NRTL or CSA or equivalent labels.
- KK. Bidder(s) suggesting units with configurations differing from those shown in EXHIBIT A shall provide all necessary transition ducts, regular ductwork and all other accessories needed to tie their equipment into the existing system; and are required to also submit detailed mechanical drawings showing ductwork realignment and changes or relocations of any other mechanical or electrical systems as part of the bid package. If the suggested equipment arrangements make servicing difficult, Bidder(s) shall provide access panels and clear routes for ease of service.

3.1 SUBMITTALS:

The Vendor shall provide to the Owner the following information and materials for Owner's written approval prior to the shipment of any equipment:

- A. Manufacturer's literature, specifications, cut sheets, dimensioned drawings and other information that documents that each of the above specified minimum requirements will be met or exceeded by the proposed equipment. Such information shall also include a general description of the equipment and how it is controlled, operated and serviced.
- B. A copy of one installation manual and one operation and maintenance manual for the equipment, if all of the equipment utilizes the same manuals, otherwise provide one pair of manuals for each group of equipment.

3.2 OPERATION AND MAINTENANCE MATERIALS:

Vendor shall supply Owner with original sets of operation and maintenance manuals, along with any special tools and/or software necessary for future maintenance, troubleshooting and/or repairs for all supplied equipment.

4.0 GENERAL TERMS AND CONDITIONS:

4.1 APPLICABLE POLICY:

This solicitation is subject to the provisions of the County of York, Virginia, Ordinance No. O12-13(R) Procurement Policy, dated 09/18/12 and any revisions thereto.

4.2 MANDATORY USE OF FORM:

All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the products and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked using the IFB number, date and time of bid opening.

4.3 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the Central Purchasing Office after the date and time specified for scheduled receipt, will not be considered. It will be the responsibility of the Bidder to see that his bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

4.4 CLARIFICATIONS OF TERMS:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Central Purchasing Office.

4.5 TESTING/INSPECTION:

Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications. Owner may require a demonstration of equipment offered by Bidders.

4.6 INVOICES:

Invoices for goods ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order/contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than 30 days.

4.7 DEFAULT:

In the event of a default by Vendor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Vendor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

4.8 ETHICS IN PUBLIC CONTRACTING:

By submitting their bids, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

4.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Vendor agrees as follows:

Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. Vendor

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Vendor, in all solicitations for advertisements for employees placed in behalf of Owner, will state that Vendor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Vendor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

4.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that he does not and shall not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

4.11 INDEMNITY AGREEMENT:

The following shall be deemed included as a condition of any contract awarded as a consequence of this bid:

Vendor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the performance of the Contract and shall indemnify Owner, its agents, officers and employees against and save Owner, its agents, officers and employees harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its agents, officers, and employees.

The Vendor guarantees to save the Owner, its agents, officers and employees, harmless from liability of any nature or kind for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the Contract, or which the Vendor is not the patentee, assignee or licensee.

Should Vendor, its employees, servants or agents use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Vendor shall release Owner its agents, officers and employees from and indemnify and save harmless Owner its agents, officers and employees from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

4.12 AVAILABILITY OF FUNDS:

It is understood and agreed between the Vendor and the Owner that the Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract/IFB.

4.13 NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds the Purchasing Agent reserves the right to negotiate with the apparent low bidder to obtain a mutually agreeable contract price. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

4.14 REPLACEMENT OF DAMAGED GOODS OR OWNER'S PROPERTY:

Any damages to products or to Owner's property, finished surfaces or existing structures resulting from delivery of the products shall be replaced/repared to Owner's satisfaction at the Vendor's sole expense.

4.15 SCC REGISTRATION REQUIRED:

If Vendor is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Vendor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Vendor allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

4.16 DRUG-FREE WORKPLACE:

During the performance of this Contract, Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful

manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Vendor.

For the purposes of this subsection, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a vendor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

5.0 WARRANTY:

Vendor agrees that the products and services furnished under any award resulting from this solicitation shall be covered for **Five years** from the date the equipment is placed into service on all parts and labor to include the replacement of refrigerant lost as the result of a warranted repair or replacement and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation or applicable state or federal law. Warranties shall be provided by Bidders and shall be submitted with bids.

6.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Section 15.2-1245 through 15.2-1248 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Vendor within 60 days of the date the claim is submitted to the Clerk of the governing Board of Owner.

7.0 INFORMATION FOR BIDDERS:

Bids must comply with all of the requirements of this IFB.

- A. Prices should be stated in units of quantity specified, with packing and delivery to destination included; less Federal, State and local taxes. Delivery destination is: York County Buildings and Grounds Maintenance Shop, 1801 Wolftrap Road, Yorktown, Virginia 23692.
- B. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
- C. Award will be made to the lowest responsible and responsive bidder. The quality of the products and services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, will be taken into consideration in making the award.
- D. Acceptance of a bid by the County of York, Virginia, Central Purchasing Office, hereinafter "Central Purchasing", is not an order to ship. Shipment shall only commence after issuance of a Purchase order by Owner.

- E. All prices and notations must be in ink or typewritten. No erasures shall be permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing bids.
- F. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- G. Verify your bids before submission as they cannot be withdrawn or corrected after being opened.
- H. Unless otherwise specified herein, bidder agrees to hold the price(s) for ninety (90) calendar days from bid opening date.
- I. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- J. If bidder takes exception to any part of the specified items, please submit a list of these exceptions.
- K. The Owner reserves the right to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- L. Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- M. Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud.

8.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretation of these specifications shall be made on the basis of this statement.

9.0 BID SCHEDULE:

The bidder agrees to provide the products in accordance with the specifications and terms and conditions provided herein at the price quoted.

A detailed description of the proposed equipment to include manufacturer's name, make and model number(s) along with catalog information describing the proposed equipment must be submitted as part of the Vendor's bid along with a signed statement indicating that the proposed equipment meets all of the specifications and requirements of this IFB. Should the proposed

equipment not meet all of the specifications and requirements, then the statement shall detail what items are not as specified/required. A general sketch similar to the one provided in EXHIBIT A of this IFB shall be provided detailing for each unit: the overall height, width and depth; the location and size of the supply and return; the location of the water connections and the location of the control panel.

9.1 BASE BID:

Provide equipment

LUMP SUM: \$ _____

9.2 DESCRIPTION OF EQUIPMENT:

Attach detailed description of the proposed equipment, catalog cuts, signed statement, sketches of equipment configuration and other supporting information here.

9.3 BID ADDENDA:

Bidder acknowledges receipt of the following bid addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____