



Bid Documents for
HVAC REPLACEMENT PROJECT
FOR THE
COMAL COUNTY ANNEX, IT DEPARTMENT, AND JAIL

Comal County, Texas

BID # 040-2010-122

COMAL COUNTY INVITATION TO BID COVER SHEET

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT BID DATES:

DUE DATE:	DECEMBER 29, 2010 AT 11:00 A.M., LOCAL TIME
OPENING DATE:	DECEMBER 29, 2010 AT 2:00 P.M., LOCAL TIME
AWARD DATE:	JANUARY 13, 2011

Bidder shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

PHYSICAL ADDRESS:
(FED-EX/UPS/HAND DELIVERY)
RAMONA WOMACK, CPPB
COUNTY PURCHASING DIRECTOR
1297 CHURCH HILL DR.
NEW BRAUNFELS, TEXAS 78130

MAILING ADDRESS:
(USPS MAIL)
RAMONA WOMACK, CPPB
COUNTY PURCHASING DIRECTOR
150 N. SEGUIN AVE.
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No Bid" response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_BIDS.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPB
County Purchasing Director
Comal County
1297 Church Hill Dr.
New Braunfels, Texas 78130

I. INVITATION FOR BIDS IMPORTANT INFORMATION

A. SCOPE: The County intends to hire a general contractor (s) to provide the material, labor, and freight necessary to replace a chiller and multiple air conditioning units at various buildings throughout the County. All costs anticipated by the contractor for which it shall seek reimbursement **MUST** be included in the unit prices solicited on the attached bid sheet. This includes all labor, materials, trip charge, freight, fuel surcharge or other miscellaneous charges. This project is federally funded and therefore will involve certain reporting and compliance requirements.

B. PRE-BID CONFERENCE: There will be a non-mandatory pre-bid conference scheduled for Monday, December 16, 2010 at 2:00 p.m. Please meet at 178 East Mill Street, New Braunfels, TX 78130 under the carport.

C. BID AWARD: The award of this bid by the County is scheduled for January 13, 2011. After approval by the County, this contract shall be executed and all required documentation provided before a notice to proceed will be given by the County.

D. POINT OF CONTACT REGARDING THE INVITATION FOR BID: Ramona Womack, CPPB, Purchasing Director, (830) 643-5850.

E. STATEMENT OF QUALIFICATIONS: A statement of the qualifications of the bidder must be submitted using the form provided herein. The COUNTY may make investigations as necessary to determine the ability of the bidder to perform the Contract Work. The COUNTY reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations. Bids will be considered only from qualified bidders.

Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with necessary capital, machinery and material to begin the work promptly and to conduct it as required by these specifications

F. LIST OF SUBCONTRACTORS: A list of subcontractors of the bidder must be submitted using the form provided. Attach to Bid as necessary for the number of subcontractors anticipated on this project. It is expressly understood that the use of any subcontractor other than those submitted with the Bid shall require written approval from the COUNTY.

G. STATEMENT OF FINANCIAL CONDITION: Upon request of the County, a statement of the financial condition of the bidder as reflected by the most recently prepared financial statement shall be submitted. The statement shall be submitted in a sealed envelope and will be examined only if the bid is actively considered for award. Statements of Financial Condition may be considered public record unless marked "CONFIDENTIAL".

H. BID BOND: All Bids shall be accompanied by a bid guaranty in an amount of not less than five percent (5%) of the total Bid. If the total Bid amount is \$100,000 or less, bidder has the option of providing a cashier's or certified check, made payable to County of Comal, or a bid bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to COUNTY. If the total Bid amount exceeds \$100,000, the only acceptable bid guaranty will be a bid bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to COUNTY.

HVAC REPLACEMENT PROJECT FOR THE COMAL COUNTY ANNEX, IT DEPARTMENT AND JAIL

Bid guaranty accompanying the Bid of the apparent low bidder will be retained until Contract is awarded and successful bidder executes Contract and furnishes required bonds and insurance, after which bid guaranty will be returned to the bidder. Bid guaranty accompanying the second lowest bidder will be retained until Contract is awarded. All other bid guaranties will be returned after Bid certification.

I. **PERFORMANCE AND PAYMENT BONDS** Performance and payment bonds are required if bid Amount exceeds amount shown below, and each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors' obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by COUNTY pursuant to applicable law.

A performance bond is required for contracts in excess of \$50,000. A payment bond is required for contracts over \$25,000.

A bond required must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

A bond executed for a public work contract with the County must be payable to the County

The bond must clearly and prominently display on the bond or on an attachment to the bond:

- the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The County does not require a contractor for any construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

**II. COMAL COUNTY
OFFEROR CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

COUNTY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

COUNTY & STATE

ZIP CODE

-

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

III. TERMS & CONDITIONS

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor" or "Offeror"), hereby agree upon the following terms and conditions.

1.1. Bids are solicited for HVAC REPLACEMENT PROJECT FOR THE COMAL COUNTY ANNEX, IT DEPARTMENT, AND JAIL as outlined in the specifications in this Invitation for Bid (IFB).

1.2. Complete IFB's shall be received in the Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 11:00 A.M. on December 29, 2010. IFB's will be opened at 2:00 P.M. on December 29, 2010 in the Comal County Purchasing Office. IFB's are scheduled to be awarded January 13, 2011, in Comal County Commissioners Court (hereinafter referred to as "Commissioners Court").

IFB's which are received after the specified time and date, will be returned to the Offeror unopened in accordance with state law. IFB's must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of IFB or IFB materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed IFB's shall be enclosed in an additional envelope clearly identified on outside as a IFB to County with Offeror's name and address, IFB name, and IFB date and time. It is the sole responsibility of the Offeror to ensure timely delivery of IFB. The IFB is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at (830)643-5850 to see if your response has been received.

NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of IFB's.

1.3. Please return the IFB package in a sealed envelope, marked with IFB title, IFB number and opening date.

1.4. IFB's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, IFB's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Department and approval of Commissioners Court. All IFB's become the property of the County and will not be returned to the Offeror.

1.5. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this IFB.

1.6. TERM. A contract will be executed after County makes its award. This contract shall be for a one-time purchase, including the warranty period. This contract will expire two (2) years after the satisfactory completion of the installation of all HVAC and chiller equipment, as accepted by Owner. Performance shall be in accordance with the time for completion submitted on the Bid Sheet. The County reserves the right to terminate its contract with the contractor at any time during the term of the contract, without cause, with a written thirty (30) notice to terminate and pay the contractor for work performed to date.

1.7. The County reserves the right to accept or reject in part or in whole any IFB's submitted and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror.

1.8. Invoices shall be sent directly to the Comal County Auditor, 150 North Seguin, Suite 201, New Braunfels, Texas 78130. Payments will be processed after notification that all materials have been delivered satisfactorily and no unauthorized materials have been delivered. The County may elect to pay invoices with procurement cards.

1.9. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies/services, which are unsatisfactory. County may give Vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.10. Quantities indicated in the IFB are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the IFB price.

1.11. All bids inclusive of pricing shall remain firm for acceptance for a period of thirty (30) days from opening date unless otherwise specified by the County.

1.12. Prices bid shall reflect the full Specifications/Statement of Work as defined per the IFB documents, inclusive of all associated costs for insurance, overhead, profit and bonding, if required and so identified.

Vendor must include all incidental costs in his pricing. The County will not provide or allow for parking or travel reimbursements for the vendor's employees. Vendor's offices, administration and/or place of business will not be on the County premises and will be the vendor's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to the County, resulting from this IFB, shall be and remain employees of the Vendor, not the County. It is understood and agreed that the vendor is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the vendor's employees and or equipment during the course of the Contract.

This IFB in no manner obligates the County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be included in this IFB, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of the County and may be terminated at any time prior to the signing of a Contract.

The County will not be liable for any costs incurred by the vendor in preparing a response to this IFB. The County makes no guarantee that any goods and/or services will be purchased as a result of this IFB, and

HVAC REPLACEMENT PROECT FOR THE COMAL COUNTY ANNEX, IT DEPARTMENT AND JAIL reserves the right to reject any and all IFB's. All IFB's and their accompanying documentation will become the property of the County.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

1.13. ETHICAL CONDUCT: The vendor shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of the County. No public official shall

have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The vendor affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

1.14. The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court. Upon the failure of Commissioners Court to so appropriate in any year, vendor may elect to terminate this agreement, with no additional liability to the County. County and vendor agree that termination shall be vendor's sole remedy under this circumstance.

1.15. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

Comal County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.16. If the IFB is accepted and approved by Commissioners Court then this IFB becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change arising.

1.17. The Vendor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

1.18. Payment shall not constitute an acceptance of the item(s) contained in this IFB, nor impair the County's right to inspect any of its remedies.

1.19. The price to be paid by the County shall be that contained in the Bid Specification/Bid Form, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.20. County reserves the right to select evaluation methods deemed most appropriate. Each IFB will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

1.21. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

1.22. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

1.23. The Offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, supplies, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of the County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.24. All insurance requirements, including Worker's Compensation, General Liability, and all applicable insurance as outlined in Texas State Statutes, shall be met prior to any delivery or services rendered and shall remain in effect during the time of this contract. Payments shall not become due and payable until such certificates have been filed.

Minimum Insurance Coverage Required:

1. Worker's Compensation-Statutory and Employers Liability with minimum limits of \$500,000 each accident and \$1,000,000 each employee;
2. Commercial General (public) Liability insurance minimum limits of \$1,000,000 each occurrence including coverage;
3. Comprehensive Automobile Combined single limit for liability insurance, including bodily injury and property coverage of \$1,000,000 each accident.

1.25. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

1.26. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

1.27. This IFB, along with the Contract, submitted documents, and negotiations, when properly accepted and awarded by Comal County Commissioners Court shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.28. The vendor shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description,

including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of vendor's officers, agents or employees.

1.29. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.30. This Contract shall not be assignable by the vendor without prior written consent of the County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.31. If the vendor defaults in the performance of this contract or materially breaches any of its provisions County shall have the right to terminate this contract by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

1.32. MATERIAL AND WORKMANSHIP: All materials must be of the specified quality and samples approved, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or drawings. All materials furnished and all work done must be satisfactory to the COUNTY. Work not in accordance with these specifications, in the opinion of the COUNTY, shall be made to conform thereto. Unsatisfactory material will be rejected, and, if so ordered by the Inspector, shall at the Contractor's expense, be immediately removed from the vicinity of the work.

Materials delivered along the line of the work shall be neatly, safely and compactly piled up along the right of way in such manner as to cause the least inconvenience and damage to property and to the general public, and shall not be closer than three feet to any fire hydrant. Public and private drives and street crossing shall be kept open. Shade trees and other improvements shall be protected from any damage.

Injury to lawns, sidewalks, streets or other improvements must be made good by the Contractor to the satisfaction of the COUNTY.

The Contractor warrants that materials used by the Contractor shall conform to the specifications. However, if the specifications are silent, only the best quality materials shall be used, and in the event of dispute as to the relative quality of materials, the selection of the COUNTY shall be final.

The Contractor warrants that said work shall be executed in a good, thorough and workmanlike manner, to the satisfaction of the COUNTY who shall at all times have free access to the project site, stores and materials, and shall be privileged to take such samples of all materials and to cause tests of materials or of any part of the work to be made except as otherwise provided in the specifications. Contractor shall correct or remove such defective work or materials from the project site and contractor shall pay the cost of any retesting of such corrected work or materials. In connection with the visual inspection or materials testing contemplated herein, it is clearly understood that the COUNTY exercises no right to control the means of accomplishing the end product of the work and no approval of any phase of the construction project by any of the COUNTY's agents shall relieve the Contractor from full compliance with the specifications regarding the work product and any additional cost or delay occasioned by defects in the work or failure to meet specifications at any such phase shall be borne by the Contractor.

1.33. CONTRACTOR'S RISK. Contractor shall be responsible for the complete performance of and compliance with this contract, and for all materials on the ground or elsewhere, and for all the work performed under this contract, and shall protect the same from all loss or damage from any cause whatsoever until final completion and acceptance; and shall deliver said structures, work and improvements to the COUNTY in a completed and perfect condition in accordance with this contract.

1.34. BEGINNING AND COMPLETION OF WORK, DAMAGES FOR DELAY

1.35. TIME TO BEGIN WORK. The COUNTY will issue the contractor a Notice to Proceed that will establish the official start date of the contract. The work embraced in this contract shall begin within seven (7) days after the start date established in the Notice to Proceed. The Contractor shall pursue the work to its completion within the calendar days as specified in the Bid.

1.36. DELAYS AND EXTENSIONS OF TIME. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by changes ordered in the work, or by fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the COUNTY determines may justify the delay, then the contract time shall be extended by Change Order for such reasonable time as the COUNTY may determine. Any claim for extension of time must be made in writing to the COUNTY with the next monthly payment application after the commencement of the delay; otherwise it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

1.37. COMPLETION. Completion of the project will be considered only after all stipulations, requirements and provisions of this contract are faithfully completed and the project is delivered to the COUNTY for use. The date of Substantial Completion of the Work is the date certified by the COUNTY when the improvements have been constructed in compliance with the terms of this contract, except for inadvertent or trivial omissions or deviations from the contract which do not impair the structure as a whole and are remedial without doing material damage.

1.38. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

For the COUNTY:

Comal County, Texas
C/O County Judge
150 N. Seguin
New Braunfels, Texas 78130
With Copy to Purchasing Agent:

Comal County Purchasing Agent
150 N. Seguin
New Braunfels, TX 78130

For the VENDOR:

Fax (_____)_____

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.39. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

IV. SPECIFICATIONS

I. General Specifications

This project shall consist of a complete change out of all HVAC equipment listed on Exhibit "A"- HVAC Replacements.

- Contractor must pass all required inspections.
- Contractor must pull all required permits before the job starts and post permit at job site.
- Please contact the City of New Braunfels at (830) 221-4060 regarding any questions or clarifications regarding the inspection and permitting process.
- All City of New Braunfels and Comal County code requirements shall be followed.
- Correctly label new units with ID numbers
- All labor and installation shall carry a two (2) year warranty. HVAC units shall carry full manufacturer's warranty for parts and labor. Warranty shall not start on a unit until it has passed inspection by the County.
- All units must use 410A Freon.
- Contractor must verify that all existing electrical components are properly sized for installation of new units. Contractor shall be responsible to upgrade any electrical components necessary for installation of new units. No additional payment shall be made for work associated with upgrading existing electrical components.
- Contractor is responsible for the disposal of the old HVAC equipment and complete clean up of the job site when work is completed.
- Contractor shall provide close out documentation that will include start up logs, unit operation and maintenance manuals, and warranty information. These documents shall be given to the Maintenance Superintendent upon completion of each unit installation.

II. Location Specific

1. Comal County Annex Building
150 N. Seguin Avenue
New Braunfels, TX 78130

- Contractor shall replace existing 75 ton chiller from the roof of the Comal County Annex Building with a new 80 ton R410A Carrier, or equal, chiller. Contractor shall dispose of replaced equipment.
- Contractor shall ensure that the new chiller is appropriately tied into existing chill water pipe, and is properly insulated according to industry standard.
- Contractor shall ensure that existing thermostats operate with new chiller. If thermostats are not operational, Contractor shall install new programmable thermostats at no additional cost to the COUNTY.

2. Computer Services
150 N. Seguin Avenue
New Braunfels, TX 78130

- Contractor shall replace existing 2 ½ ton Mitsubishi mini-split HVAC with a higher efficiency Fujitsu, or equal, 15 seer cassette mini-split HVAC.
- Contractor shall ensure that the new mini-split HVAC is appropriately tied into existing duct work.
- Contractor shall ensure that existing thermostats operate with new HVAC unit. If thermostats are not operational, Contractor shall install new programmable thermostats at no additional cost to the COUNTY.

3. Comal County Sheriff's Office
3005 West San Antonio St.
New Braunfels, TX 78130

- Contractor shall replace the following units from the roof of the Sheriff's Office with HVAC units as specified in Section IV. Recommended Replacement and Sizing:

○ HVAC Unit #5, Trane 5 Ton, Model SFHC=B504-HB	Serial # C84E17055	YR 1984
○ HVAC Unit #11 Trane 8 Ton, Model SFCB=B504-HB	Serial # C84D-04335	YR 1984
○ HVAC Unit #3, Trane 5 Ton, Model SFHC=B504-HB	Serial # C84E-06551	YR 1984
○ HVAC Unit #2, Trane 5 Ton, Model SFHC=B404-HB	Serial # C84E-06651	YR 1984
○ HVAC Unit #19 Trane 6 Ton, Model SFCB=B854-LA	Serial # C84D-D1599	YR 1984
- Contractor shall ensure that the new HVAC units are appropriately tied into existing duct work.
- Contractor shall ensure that existing thermostats operate with new HVAC units. If thermostats are not operational, Contractor shall install new programmable thermostats at no additional cost to the COUNTY.

III. Replacement Schedule

Project must be completed within 90 days of the Notice to Proceed issued by the COUNTY. The work is prioritized by location as follows:

1. Comal County Annex Building Chiller
2. Computer Services
3. Sheriff's Office

Contractor shall have on hand all necessary materials, labor and equipment on hand before scheduling work at a location. The schedule shall be coordinated with the Maintenance Superintendent. Contractor shall be paid upon completion of each location. Completion shall be defined as completed installation, jobsite cleanup, and passing of all County inspections. Liquidated damages apply to the completion time for the entire project. Contract Time is of essence and all Work shall be completed within one hundred eighty (180) calendar days after the Notice to Proceed, in accordance with the Bid Form, Section 200. Liquidated damages are one hundred dollars (\$100) per day.

Normal working hours for contractor are Monday through Friday, 7 AM to 5 PM.

IV. Recommended Replacement and Sizing

- For each unit bid on the Bid Sheet, be sure to specify the make and model of the unit that is being bid.
- For the 3 thru 5 ton package units, specified replacement is the Trane Precedent High Efficiency, 15 SEER (Seasonal Energy Efficiency Rating) or approved equal.
- For the 4 to 5 ton split system units, specified replacement is the Trane XL16i Ultra High Efficiency Communicating, 16-20 SEER (Seasonal Energy Efficiency Rating) or approved equal. Furnace specified replacement is the Trane XC 80 and coil sized to match unit.
- For the 6 thru 8.5 ton package units, specified replacement is the Trane Precedent Standard Efficiency, 11.2 EER (Energy Efficiency Rating) or approved equal.
- For the 12.5 thru 25 ton package units, specified replacement is the Trane Voyager YF High Efficiency 11-12 EER (Energy Efficiency Rating) or approved equal.

**V. COMAL COUNTY
BIDDER/OFFEROR'S AFFIRMATION**

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Bidder/Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.

2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

If any additional information is required regarding these requirements, please contact the Comal County Purchasing Department PRIOR to execution.

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

VI. STATEMENT OF QUALIFICATIONS OF THE BIDDER

A statement of the qualifications of the bidder must be submitted using this form. The COUNTY may make investigations as necessary to determine the ability of the bidder to perform the Contract Work. The COUNTY reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations. Bids will be considered only from qualified bidders.

1. Reference #1: _____

Contract Amount: _____

Owner: _____

Owner Contact: _____ Phone No. _____

Scope of Work: _____

2. Reference #2: _____

Contract Amount: _____

Owner: _____

Owner Contact: _____ Phone No. _____

Scope of Work: _____

3. Reference #3: _____

Contract Amount: _____

Owner: _____

Owner Contact: _____ Phone No. _____

Scope of Work: _____

4. How long has your company been replacing split system units? _____

5. How many complete split system units did your company change out in 2009? _____

6. How long has your company been replacing roof top package units? _____

7. How many roof top units did your company change out in 2009? _____

8. List your HVAC Texas State License # _____

9. How many technicians do you have that are Class A certified/Chiller Mechanics? _____

10. How many technicians do you have that are Class B certified? _____

11. Does your company respond to calls 24/7? _____

12. What is the response time during business hours for warranty calls? _____

13. What is the response time after hour emergency warranty calls? _____

14. Please list the HVAC products for which you are an authorized dealer:

VII. LIST OF SUBCONTRACTORS

A list of subcontractors of the bidder must be submitted using this. Only list those whose portion of the job shall exceed 10% of the total contract amount. Attach to Bid as necessary for the number of subcontractors anticipated on this project. Bidder shall provide the following information for each subcontractor.

It is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from the County.

Note: If complete subcontractor information is not available by bid opening deadline, then mark this page "INFORMATION TO BE SUBMITTED BY 5 PM NEXT BUSINESS DAY" and submit with bid. A completed supplemental list of contractors (using this same form) must be received addressed to the Purchasing Manager by 5 PM of the next business day following the bid opening. Failure to submit the information as required may result in a disqualification of your bid.

Subcontractor: _____

Contact Person: _____ Phone No. _____

Services Provided in Bid: _____

Percentage of Contract: _____%

Resume of Subcontractor (list last three consecutive projects)

1. Project: _____

Amount: _____

Owner: _____

Owner Contact: _____ Phone No. _____

Engineer: _____

Engineer Contact: _____ Phone No. _____

Prime Contractor: _____

Prime Contact: _____ Phone No. _____

VIII. CONTRACT

STATE OF TEXAS COUNTY OF COMAL COUNTY

WHEREAS, The attached IFB package including the **Cover Sheet, Instructions, Specifications, and IFB Sheet(s)** for the item(s) being published for competitive IFB, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on _____, 20____ award a contract to _____, Vendor for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached IFB package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, a political subdivision of the State of Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

WITNESSETH

THAT IN ACCORDANCE with the above attached IFB package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said IFB package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and supplies/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

Prior Agreements Superseded

This Contract, with the entire IFB package incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

VENDOR

COMAL COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
PURCHASING AGENT

******Failure to sign the Contract page(s) may disqualify the IFB from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.*****

STATEMENT OF NO OFFER

If Offeror is not bidding on the goods and/or services as stated in this IFB, please complete and return this form to: Comal County Courthouse, Purchasing Department, 150 N. Seguin, New Braunfels, TX 78130.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit an IFB response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the IFB.
- Our schedule would not permit us to perform.
- Can not meet insurance requirements.

Remarks: _____

**COMAL COUNTY
RETURN LABEL**

*******LATE BIDS CAN NOT BE ACCEPTED*******

<u>SEALED INVITATION TO BID</u>	
ITB#:	040-2010-122
DUE DATE/TIME:	December 29, 2010, 11:00 A.M.
OPENING DATE/TIME:	December 29, 2010, 2:00 P.M.
ITB DESCRIPTION:	HVAC REPLACEMENT PROJECT FOR THE COMAL COUNTY ANNEX, IT DEPARTMENT, AND JAIL
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE
OUTER MOST ENVELOPE OF YOUR RESPONSE

*******LATE BIDS CAN NOT BE ACCEPTED*******