

ACTION MEMORANDUM

To: Board of Education

From: Jason Daniels, Executive Director of Capital Programs
 Elaine M. Wilson, Procurement Director

Subject: RFP 17-20 HVAC Project, Middle Schools

Summary:

This action memorandum is to provide information on the HVAC Gymnasium Project in order to provide HVAC in the gymnasiums at Ballard-Hudson, Weaver, Rutland, and Howard Middle Schools.

Background:

RFP 17-20 was advertised and closed on February 10, 2017. We received three proposals from the following companies:

Company	Base Bid Price with Alternates	Location
Conditioned Air	\$ 340,340.00	Macon, GA
Hamlin AC	\$ 414,455.00	Macon, GA
Waters Mechanical	\$ 559,000.00	Glennville, GA

Based upon the completeness of the bids and prices provided, Conditioned Air offered the most favorable offer for this project. If approved, this project will be funded from the 2016 ESPLOST.

Recommendation:

That the Board authorize the Superintendent to issue a Purchase Order to Conditioned Air in the amount of \$340,340.00 for the HVAC Project at Ballard-Hudson, Weaver, Rutland, and Howard Middle Schools.

Superintendent's Comments:

Superintendent's comments	
Dr. Curtis L. Jones, Jr.	Approved

**SECTION 00100
REQUEST FOR PROPOSALS – 17-20**

THE BIBB COUNTY SCHOOL DISTRICT, GEORGIA, BOARD OF EDUCATION (the “Board”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive proposals from general contractors for the **installation of Air Conditioning in the Gymnasiums at Ballard-Hudson, Rutland, Weaver and Howard Middle Schools.**

The requirements for construction of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Contract Documents which include the Instructions to Proposers; Form of Agreement and Supplementary General Conditions (the “Contract”); supplementary and other conditions; the drawings; the specifications; and, any addenda issued by the Engineer. Contractors interested in submitting Proposals must obtain copies of the Contract Documents by contacting the **Bibb County School District Procurement Office at 4580 Cavalier Dr., Macon, GA 31220 (478) 779-3522.** An electronic copy of the Documents will be posted on the Procurement website. Any Contractor who intends to submit a Proposal is required to attend a Mandatory Pre-Proposal meeting, which will be held on the 26th day of January 2017 at 10:00 A.M. at the **Bibb County School District Procurement Office located at 4580 Cavalier Dr., Macon, Ga 31220.**

The Contract Documents require, among other things, the furnishing of all materials, labor and equipment for construction of the Project. The Board reserves the right to make available other relevant documents or information concerning the Project. Any Proposal submitted in response to this Request should comply strictly with all requirements set forth in the Instructions to Proposers. Any such Proposal must contain the completed Proposal Form setting forth the contractor’s proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of the Contract Documents. Any Proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price (exclusive of any alternates and unit prices) in the form required by the Instructions to

Bibb County School District - Add Air Conditioning to Four (4) Middle School Gymnasiums

(C The contractor's proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of the Contract Documents. (50 Points)

All Proposals must be properly signed, submitted in duplicate in a sealed envelope, must have Subcontractor Listing and received to the Bibb County School District Procurement Office located at 4580 Cavalier Dr., Macon, Ga 31220, no later than 10:00 a.m. on the 10th day of February 2017. The Board will receive such Proposals at such time and place. Proposals received after said time will not be accepted. At the discretion of the Board, and in conformity with the applicable provisions of Georgia Law, the Board may afford contractors an opportunity for subsequent discussion, negotiation, and revision of Proposals. The Board reserves the right to reject any or all Proposals and to waive any technicalities or formalities. Any Proposal submitted in response to this Request shall remain open for acceptance by the Board, and same shall be honored by the contractor, for a period of thirty (30) days from the date set forth hereinabove for the receipt of Proposals.

Any questions or comments concerning this Request for Proposals should be addressed in writing to the Director of Procurement at 4580 Cavalier Dr., Macon, GA 31220

Bibb County School District

By: Elaine Wilson – Director of Procurement

END OF SECTION 00100

**RFP (Request For Proposal)
17-20**

PROCUREMENT INFORMATION AND GENERAL GUIDELINES

Date Released: 01/11/2017

Bid Number: 17-20

Bid Name: HVAC Installation to be completed within (4) Four Locations.

The Bibb County School District is solicitation bids for 17-20. Specification, terms and conditions are contained herein.

BID DUE DATE/TIME: 02/10/2017 10 AM, 4580 Cavalier Drive, Macon GA 31204

SAMPLES DUE BY:

RETURN BID VIA: Bids must be returned on the Bibb County School District, Bid Tabulation form within this proposal. We only accept hand delivered/mailed in responses. Attachments must be included in the bid package. FAXED BIDS are unacceptable.

The Bibb County School District is not responsible for bids that are not received in the Purchasing Department at the address below by the due date and time. Late bids will not be considered in bid evaluation.

All questions concerning this bid must be emailed to the procurement office, see information below.

Elaine M. Wilson, Director of Procurement
4580 Cavalier Drive
Macon, GA 31204
Phone: (478) 779-3522
Fax: (478) 779-3531
Email: elaine.wilson@bcsdk12.net

TENTATIVE TIMELINE

RFP NUMBER: BID NUMBER, FISCAL YEAR	RFP 17-20, 2017
PRE BID MEETING	01/26/2017, 10 AM EST.
PRE BID LOCATION:	4580 Cavalier Drive, Macon GA 31204
RFP QUESTION DEADLINE	01/30/2017, 5 PM EST.
RFP DUE DATE:	February 10th, 2017 10:00 AM, EST.
LOCATION AND TIME DUE:	PROCUREMENT OFFICE 4580 Cavalier Drive, Macon GA 31204

PROPOSAL CONDITIONS

SECTION 1 – PREPARATION OF PROPOSALS

1. INTRODUCTION

- a. To be entitled to consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Sealed proposals consisting of one (1) original and two (2) copies, and (1) Electronic Copy will be mailed or delivered to the office of Elaine M. Wilson, Procurement Director 4580 Cavalier Drive, Macon GA 31204.
- c. Proposals received after the date and time specified will not be considered.
- d. The Bibb County School District reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of the Bibb County School District on such matters shall be final.
- e. From the issue date of the RFP until the award has been announced, vendors shall not communicate with any Bibb County School District employee, with the exception of the name stated within this bid document from the procurement officer; concerning this RFP or any information herein. The Board reserves the right to reject the bid response of any Offeror violating this provision.
- f. Whenever the terms “shall”, “must”, “will”, or “is required” are used in this RFP, the item being referred to be a mandatory requirement of this RFP and failure to meet any mandatory requirement may be cause for rejection of the bid.
- g. All addendums will be posted on the Bibb County School District website; it is up to the bidder responsibilities to check this site on a regular basis. The board will not be responsible for any information viewed by the bidders

BIDS

The board reserves the right to the following:

- a. waive formalities and technicalities in any bid.
- b. reject any and/or all bids when it will be in the best interest of the Board.
- c. accept the bid that in Bibb County School District judgment will be in our best interest.
- d. purchase from any source, in part or in whole any supplies, equipment or services.
- e. award on individual items or on a lump sum basis.
- f. award this bid to the vendor who in the Board's opinion is most responsive and responsible and will perform in the best interest of Bibb County School District.

Price alone may not be the determining factor in award of this bid

Prices quoted shall include all costs and charges to include, but not limited to, purchasing, packing, services described herein and transporting the equipment to specified location(s). Bibb County School District is exempt from state sales tax. All fees shall be included in the bid price. Bidders must bid based on the bid unit listed using Bid Response Form(s) included with this RFP 17-20. The Board reserves the right to reject the bid response of any Offeror violating this provision.

REQUEST FOR PROPOSAL PROCESS “RFP” OR “RFQ”:

This solicitation is a Request For Proposal (RFP). In using this method for solicitation we are asking the marketplace for its best effort in seeking a “best value” solution to our requirements. The Offeror proposal(s) will be evaluated by an evaluation committee. Offeror (s) should make their best effort to satisfy the requirements with their best offer.

The proposals will be evaluated by the selection committee and the proposal that presents the best value, based on the following requirements, to the Bibb County School District will then be presented as a recommendation to the Bibb County Board of Education for approval.

If matters of insurance, bonds, etc. which may be necessary for the project are settled, a contract will be awarded.

PROPOSAL CONDITIONS

OWNER’S REPRESENTATIVE

The Owner for whom work will be executed is: Bibb County School District, Georgia hereinafter referred to as BCSD. The Owner’s representative is Elaine M. Wilson, Procurement Director or her designee, hereinafter referred to as the Administrator.

PREPARATION OF PROPOSALS

- a. All proposals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in ink.
- b. An authorized officer of the company shall sign proposals.

ADDENDA

Offerors are notified that they must thoroughly examine proposal documents which include, Cover Sheet, Table of Contents, Proposal Conditions, Additional Conditions, Specifications, Request for Sealed Proposal and Bidder’s Checklist, together with Addenda thereto issued prior to the receipt of proposal.



Any addenda issued in writing during the time of solicitation shall be included in the proposal, and each will be incorporated in the subsequent contract to Ms. Elaine Wilson. Written requests may be submitted via e-mail to: elaine.wilson@bcsdk12.net

Interpretations of proposal documents will be made by addenda only. The BCSD will not be responsible for any other interpretations or explanations.

PROPOSAL CONDITIONS

No oral interpretations will be made to Offeror as to meaning of proposal documents. Requests for such interpretations shall be made in writing to the office of the Administrator, Bibb County School District, 484 Mulberry Street, Suite 229 Macon Georgia 31201, or via e-mail. Failure on the part of the Offeror to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by the BCSD. All interpretations made to the Offeror shall be made in the form of addenda to the proposal documents and sent to all Offerors. Offerors are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc. of the site will influence the proposal for contract performance.

WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to the BCSD, unless Offeror makes a request in writing to the Owner prior to time set for receiving proposals, or unless the Owner fails to accept or reject the proposal within ninety (90) days after the date fixed for receiving said proposals.

ADDITIONAL TERMS

The BCSD shall not be bound by any terms and conditions included in any Offeror's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, or the BCSD purchase order related to this solicitation or contract. If the Offeror objects to any term or condition that shall relate to a contract resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the proposal immediately after the executive summary. If the objection is accepted by BCSD it will be stated in the Purchase Order or Contract. If not stated in the purchase order or contract the terms and conditions shall remain as written in the solicitation.

COMPLIANCE WITH LAWS

All services furnished in a contract resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes and regulations.

PROPOSAL CONDITIONS

PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to proposal due date. Other protests shall be filed not later than three (3) working days after proposal due date, or if the protest is based on subsequent action of the BCSD, not later than three (3) working days after the aggrieved person knows or should have knowledge,

of the facts giving rise to the protest. Protests are considered filed when received by the Administrator. Protests which are not filed in a timely manner, as set forth above, will not be considered.

PROPOSAL CONDITIONS SECTION II – CONTRACT AWARD

CONTRACT

The contract shall consist of this solicitation and any addenda thereto, the Offeror’s proposal (as amended by a best and final offer if called for), the intent to award notification letter. Unless specifically deleted in writing by addendum or amendment to one of the afore mentioned documents of the contract by the BCSD Administrator all terms and conditions of the BCSD contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

CONTRACT AWARD

A contract will be awarded to the responsible Offeror (hereinafter referred to as contractor) whose proposal is determined to be the most advantageous and is of best value to the BCSD. Proposals will be evaluated on a combination of factors (see the RFP portion of this solicitation for weighted evaluation factors).

CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the contract, BCSD terms and conditions shall govern.

INSURANCE

When the selected contractor has been identified, he will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within 15 days of the date of written notification to the contractor.

A. Worker’s Compensation and Employer’s Liability Insurance

The contractor shall procure and maintain Worker’s Compensation and Employer’s Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

Worker’s Compensation Limits: Statutory

Employer’s Liability Limits:

Bodily Injury by Accident	\$ 100,000 each accident
Bodily Injury by Disease	\$ 100,000 each employee
Bodily Injury by Disease	\$ 100,000 policy limit

Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer’s liability or commercial umbrella liability insurance obtained

by Contractor pursuant to this agreement. The Waiver of Our Right to Recover from Others Endorsement, ISO Form SC 00 03 13 shall be attached to the policy showing the Owner listed in the Schedule.

B. Commercial General and Umbrella Liability Insurance

The Contractor shall procure and shall maintain commercial general liability (CGL) and if necessary, commercial umbrella insurance with a limit of not less than \$250,000 each occurrence, as shall protect him and any Subcontractor performing Work covered by this Contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises - Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under the contract. Policy coverage must be on an occurrence basis.

PROPOSAL CONDITIONS

CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. Each policy shall be endorsed with ISO Form CG 25 03 11 85 or equivalent form with wording satisfactory to Owner.

The Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 33 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

Disposition: Certificate(s) of insurance must be sent to Owner with properly executed Contract Documents.

Business Auto and Umbrella Liability Insurance

The Contractor shall procure and shall maintain business automobile liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$500,000 each occurrence.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.

PROPOSAL CONDITIONS

Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement or under any applicable auto physical damage coverage.

Disposition: Certificate of insurance must be sent to Owner with properly executed Contract Documents.

Endorsement of Casualty/Liability Policies

There shall be attached to and made a part of every CASUALTY/LIABILITY INSURANCE POLICY an endorsement of the insurance company.

EVERIFY AFFIDAVIT

Contractor will comply with all E-verify Compliance affidavits as indicated within the RFP.

PROPOSAL CONDITIONS SECTION III – POST AWARD

ASSIGNMENT

By the submission of this proposal, the Offeror agrees not to assign the contract or purchase order to others unless specifically authorized in writing by the BCSD Administrator.

PAYMENT

The terms will be Net 30.

TERMINATION FOR CONVENIENCE:

BCSD reserves the right to terminate for convenience a contract awarded through this solicitation.

PERMITS, TAXES, LICENSES, ORDINANCES, AND AGREEMENTS

The contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. The contractor shall maintain the licenses required in a current status after award and throughout the course of the contract. The contractor shall agree that in the performance of the contract, they shall comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

PROPOSAL CONDITIONS SECTION IV – OTHER

BCSD NONDISCRIMINATION

The contractor, by the submission of a proposal or the acceptance of a contract, does agree that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take appropriate action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation and training. In the event of the contractor's noncompliance with the nondiscrimination policy of the BCSD, any contract or purchase order may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible to transact further.

1. **UTILIZATION OF MINORITY AND SMALL BUSINESS ENTERPRISES AND LOCAL AND MINORITY LABORERS**
 - (a) *Minority and Small Business Subcontractors.* The Owner has adopted a policy indicating its desire to increase the opportunity for participation by minority business enterprises and small business concerns in all its construction projects. The Contractor acknowledges this policy and agrees that it will actively solicit and encourage bids from qualified subcontractors identified by the Minority Assistance Corporation or other agencies as minority business enterprises. The Contractor shall also actively encourage and solicit bids from subcontractors who qualify as small business concerns.
 - (b) *Utilization of Minority and Local Labor.* It is the policy of the Owner that the contractor and all subcontractors shall, consistent with efficient contract performance, utilize to the maximum extent possible minority and local laborers and mechanics as on-site employees. The Contractor acknowledges this policy and agrees that the on-site labor force of contractors and all subcontractors shall include a meaningful representation of skilled and unskilled local and minority laborers and mechanics, consistent with the efficient performance of this contract. Meaningful representation for minorities means the employment of minority laborers and mechanics in at least the same proportion that minorities are represented in a discrete construction skill or craft in Bibb County and all adjacent counties, provided such individuals

are available at the time of need. Meaningful representation of local laborers and mechanics means that at least 75% of the on-site work force of contractor and all subcontractors, taken as a whole, shall reside in the Bibb County and surrounding counties, provided such individuals are available at the time of need.

2. DRUG-FREE WORKPLACE

By submission of a proposal, the Offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the contract. The Offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. 50-24-3 may cause suspension, termination of contract, or debarment of such Offeror.

3. CERTIFICATION OF NONCOLLUSION

By submitting a proposal the Offeror certifies: "that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

4. IMMIGRATION REFORM AND CONTROL ACT

Offerors must abide by all federally mandated laws enforced by United States Department of Homeland Security which are established to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

5. AUTHORIZED OFFICIAL

It is agreed that all conditions of the proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the Offeror.

6. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all proposals are rejected, there shall be no liability on the part of BCSD for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of BCSD provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

ADDITIONAL CONDITIONS

1. **CONTRACT TYPE**
2. **CONTRACT TIMEFRAME**
3. **OTHER PROCEDURES**

HB 1079 shall govern in case of conflict with any terms and conditions of this document or contracts awarded. http://www.legis.ga.gov/legis/1999_00/leg/fulltext/hb1079_ap.htm

4. **RECEIPT OF ADDENDUM CLAUSE**

Proposers are encouraged to contact the Administrator prior to submitting a bid or proposal to determine if any addendum has been issued which they have not received. However, BCSD shall not bear responsibility for receipt of addenda by mail. If proposers do not acknowledge receipt of all addenda the bid or proposal may be determined to be non-responsive.

5. **BONDING: All Bonding will be required as include under Section 00100**

6. **OWNER'S REPRESENTATIVE**

Supervision of the contract will be performed by the Owner's Representative, Jason Daniels, Executive Director for the Capitol Projects Department.

PURPOSE/SCOPE OF WORK

1. **PURPOSE and SCOPE OF WORK (Specification)**

See Section 00100 for All Bid Information

OFFEROR'S CHECKLIST

PROJECT: _____

PROPOSAL NO.: _____

- One (1) original and two (2) copies, (1) Electronic copy of all information requested have been provided.
- The proposal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- All Forms
- E-verify Affidavit

COMPANY NAME

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

COMPANY FEDERAL ID NUMBER

COMPANY E-MAIL ADDRESS

**READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL
RETURN WITH PROPOSAL**

OFFEROR AFFIRMATION FORM:

Company Name: _____
RFP Name: _____
RFP Number: _____

After careful examination of the solicitation document in its entirety, _____ and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

For Consideration of this proposal, the undersigned hereby affirms that:

1. He/She is a duly authorized official of the offeror.
2. NO changes were made to the original RFP document,
3. The proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document.
4. The offeror will accept any awards made to it as a result of the proposal submitted here in for a minimum of one hundred and twenty (120) days following the date of submission.
5. The offeror will accept the terms and conditions set forth in the contract template attached here to.

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to the assigned procurement professional within five (5) days of the request, a certification of insurance indicating the coverage specified within this solicitation.

A contract shall be established which will set forth the terms of this agreement. The contract shall be interpreted, constructed, and give effect in all respects according to the laws of the State of Georgia.

Nondiscrimination in Employment: We, the supplier of goods, materials, equipment and services covered by this bid or contract, have not discriminated in the employment, in any way, against any person or person, or refused to continue the employment of any person or persons on account of their race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

Respectfully Submitted,

Company Name

Authorized Official Name

Signature

Title:

Date:

E-mail Address:

The legal name of the bidder is: _____

PLEASE PRINT OR TYPE RESPONSE

OFFEROR INFORMATION FORM:

RFP Name: HVAC INSTALLATION

RFP Number: _____

Full Company Legal Name: _____

Street Address: _____

City, State, and Zip Code: _____

Contact Name for Solicitation: _____ Title: _____

Telephone Number: () _____ Fax: () _____ E-mail _____

Contact Name for Contract: _____

Telephone Number: () _____ Fax: () _____ E-mail _____

Purchase Order may be delivered via email or fax. Please indicate your preferred delivery method and provide an e-mail address or fax number they should be sent.

Email _____ Fax () _____

Company Web Site: _____

State of Incorporation: _____ Taxpayer Identification Number: _____

Check one of the following: Independently Owned and Operated or An affiliate or

Division of: Company Name and Address _____

Does the company utilize an Affirmative Action Plan for Employment Opportunity? YES OR NO

Has the company implemented a compliance program in accordance with the American Disability Act YES OR NO

If recommended for award will company provide proof of insurance as required YES OR NO

Is the company currently debarred from doing business with any Federal, State Or local Agency? If yes, please provide details on a separate sheet. YES OR NO

Has the company ever defaulted on a contract or been denied a contract due to Non ability to perform? If yes, please provide details on a separate sheet? YES OR NO

OFFEROR REFERENCE FORM:

RFP Name: _____

RFP Number: _____

All references must be from customer from whom your company has completed work similar to the specification of this t bid.
NOTE: Do Not Use Bibb County School District as a reference.

Reference For _____
(Company Name)

1. Company: _____

Address, City State, Zip: _____

Nate/Title of Contact Person: _____

Telephone Number: () _____ FAX: () _____

E-mail: _____

Provide Scope of Services rendered: _____

2. Company: _____

(Company Name)

Address, City State, Zip: _____

Nate/Title of Contact Person: _____

Telephone Number: () _____ FAX: () _____

E-mail: _____

Provide Scope of Services rendered: _____

3. Company: _____

(Company Name)

Address, City State, Zip: _____

Nate/Title of Contact Person: _____

Telephone Number: () _____ FAX: () _____

E-mail: _____

Provide Scope of Services rendered: _____


BIBB COUNTY SCHOOL DISTRICT

JOINT VENTURE AFFIDAVIT:

(This form must be completed and returned with your response)

Primary Vendor Name: _____

If this will not be a joint venture, check this box

RFP Name: Green House Implementation, Rutland High

RFP Number: 17-20

State of: _____

County of: _____

We, the undersigned, being duly sworn according to the law, upon our respective oaths depose and say that:

1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation.

Joint Venture Company "A"

Company Name: _____ Federal ID No. _____

Address: _____ State: _____ Zip: _____

Check all that apply:

Sole Proprietorship, Partnership, Corporation N/A, Other

The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation.

Joint Venture Company "B"

Company Name: _____ Federal ID No. _____

Address: _____ State: _____ Zip: _____

Check all that apply:

Sole Proprietorship, Partnership, Corporation N/A, Other

2. The contractors/companies, under whose names have fixed affixed our representative signature, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in the partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.



10.0 PRIMARY VENDOR/SUBCONTRACTOR UTILIZATION:
(This form must be completed and returned with your response)

Primary Vendor Name: _____

If subcontractors will not be used check this box:

List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____

Primary Contact: _____

E-Mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____

Primary Contact: _____

E-Mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____

Primary Contact: _____

E-Mail Address: _____

Services to be provided: _____

CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and

That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and

That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and

That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and

That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and

That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	