



Jackson County Board of Commissioners

67 Athens Street
Jefferson, Georgia 30549
Phone: (706) 367-6309
Fax: (706) 708-2505
Email: myarbrough@jacksoncountygov.com

INVITATION TO BID

January 9, 2020

Bid Number: 200000

Bid Name: Repair HVAC at Courthouse, 5000 Jackson Parkway, Jefferson, GA, Jackson County

The Jackson County Board of Commissioners is soliciting bids to Repair HVAC at Courthouse, Jefferson, GA. Specifications, terms and conditions are contained herein.

BID DUE DATE/TIME: Tuesday, February 11, 2020 at 10:00 AM EST

RETURN BID VIA: Sealed bid, mail, or deliver to:

myarbrough@jacksoncountygov.com
Jackson County Board of Commissioners
Attn: Finance Department – Bid # 200000, Repair HVAC at Courthouse
67 Athens Street
Jefferson, GA 30549

PUBLIC BID OPENING DATE/TIME: Tuesday, February 11, 2020 at 10:00 AM EST

LOCATION: 67 Athens Street, Jefferson, GA 30549

DEADLINE FOR QUESTIONS: Friday, January 31, 2020 at 5:00 PM EST

MANDATORY PRE-BID MEETING: Wednesday, January 22, 2020 at 9:00 AM EST at the lobby of the Courthouse, 5000 Jackson Parkway, Jefferson, GA. Bidders who do not attend will not be considered for the job award.

Direct all questions concerning this bid to:

Myrna Yarbrough
Purchasing Manager

(706) 367-6309
myarbrough@jacksoncountygov.com

INSTRUCTION TO BIDDERS:

Bidders must acknowledge, in writing, receipt of any issued addenda. Signed contract sheet and pricing sheet must be submitted as part of this bid. A completed Immigration and Security affidavit must also be returned with the bid package. 5% bid bond must be included with this bid, per instructions in this section.

All bidders must provide a minimum of three references as part of their bid package. References should be for jobs with similar work.

1. GENERAL INFORMATION FOR BIDDERS:

A. From the issue date of this Invitation to Bid (ITB) until an award has been announced, vendors shall not communicate with any Jackson County elected official or employee, with the exception of the name stated above or the Purchasing Manager, concerning this ITB or any information herein.

B. Whenever the terms "shall", "must", "will", or "is required" are used in the ITB, the item being referred to is a mandatory requirement of this ITB and failure to meet any mandatory requirement may be cause for rejection of the bid.

C. All amendments and or addendums will be posted on the Jackson County Purchasing Information website at www.jacksoncountygov.com and at www.vendorregistry.com . It is the bidder's responsibility to check either site on a regular basis. The Board will not be responsible for any information not viewed by bidders.

2. QUOTATIONS

A. The Board of Commissioners reserves the right to:

- (1) waive formalities and technicalities in any quotation;
- (2) reject any and/or all quotations when in the Board's judgment, it will be in the best interest of the County;
- (3) accept the quotation that in its judgment will be in its best interest of the County;
- (4) purchase from any source, in part or in whole any supplies, equipment or services;
- (5) at its option, award on individual items or on a lump sum basis;
- (6) 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 the County;
- (7) negotiate final product and final price.

B. Price alone will not be the determining factor in award of this bid.

C. The bidder may give quotations on any one or more items and may offer alternates where indicated. No substitutes will be accepted once order is placed.

3. PRICE: Prices quoted shall include all costs and charges to include, but not limited to purchasing, packing, transporting the equipment and/or services described herein. The Jackson County Government is exempt from state sales tax. All fees shall be included in the bid price. Bidders must quote based on the bid unit listed.

4. SAMPLES: If samples are requested by the Board of Commissioners, they shall be at no charge to the BOC and will become property of the BOC, unless return is requested by the bidder in writing in their bid. Return of samples will be at bidder's expense.

5. AWARD: This bid will be awarded to one vendor.

6. TRADE NAME: Bidders are required to indicate the brands and models of merchandise and/or services quoted. Unless listed as "brand/model only", brand names and models listed in specifications are used as a standard of quality and/or clarification of desired product.

7. MARKING: Merchandise in full cases shall have an identification marking on the outside of the case. Each case, shipping container, etc. shall be marked with the Purchase Order Number supplied by the Board.

8. SAFETY: Material Safety Data Sheets shall be provided for all applicable items.

9. DELIVERY: Delivery of all materials from this quotation must be FOB destination to the Jackson County Board of Commissioners, 5000 Jackson Parkway, Jefferson, Georgia 30549. Delivery shall be made within the vendor's quoted days after receipt of order. Any item(s) not delivered within the time limit may be cancelled by BOC at no expense to same. No deliveries are accepted on Saturdays, Sundays or holidays. DELIVERY SHALL BE ACCOMPLISHED ON WEEKDAYS BETWEEN 8:00AM AND 4:00PM EASTERN TIME.

10. INSPECTION: All merchandise and services shall be subject to inspection after arrival at destination or completion of work. In case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the Board has the right to reject such items and/or services and return them at bidder's expense.

11. PAYMENT: The Jackson County Board of Commissioners shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by BOC personnel and receipt of invoice. Payment may be made by check or by ACH.

12. FACILITIES AND EQUIPMENT: The bidder shall be responsible for the protection of the Jackson County Government's premises and property, and will be held liable for any damages caused by the bidder, bidder's employee(s) or bidder's agent(s) during the execution of this bid, resultant purchase orders or contracts.

13. INTERPRETATION: If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents, submit a request for interpretation to the

Purchasing Manager at (706) 367-6309. All such interpretations will be posted on the Jackson County Purchasing Information web page.

14. INDEMNIFICATION:

A. The bidder does hereby indemnify and shall hold harmless the Jackson County Government, it's Board members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as "Indemnified Party") against all claims, demands, causes of actions, actions, judgments or other liability including attorney's fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Bidder's performance or failure to perform this agreement, including but not limited to:

- (1). All injuries or death to persons or damage to property, including theft.
- (2). Bidder's failure to perform all obligations owed to the bidder's employees including any claim the bidder's employees might have or make for privilege, compensation or benefits under any BOC benefit plan.
- (3). any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.

B. The bidder's obligation to indemnify any Indemnified Party will survive the expiration or termination of this agreement by either party for any reason.

15. TERM OF CONTRACT: By submitting a bid in response to this ITB, the bidder is agreeing to guarantee bid prices for ninety days. The term may be extended for a period of six months upon agreement of both parties. During the term of this agreement, the vendor agrees to allow all other government agencies within the State of Georgia to piggyback off of this bid and obtain all parts and services at the same pricing.

16. BID RECAP:

- A. A bid summary is available upon request from responding bidders and will be posted on the Jackson County website.
- B. A bid summary is available to all other requesters at no charge if requested within thirty days of bid award.
- C. After thirty days of bid award, bid documents are available under the Georgia Open Records Act. A written request must be made to the Jackson County Board of Commissioners.

OTHER: The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract. The Jackson County Purchasing Ordinance governs the bid and award of this contract and may be found at <http://www.jacksoncountygov.com/334/Jackson-County-Bid-Information>

BONDS AND INSURANCE: A 5% bid bond is required to be submitted with the bid. Performance and Payment bonds in the amount of 100% of the contract price will be required from the successful bidder, if the contract is awarded. Bonding company must be licensed to do business in the state of Georgia. Successful bidder will be required to provide evidence of insurance, including Worker's Compensation in compliance with Georgia State Law and \$1,000,000 Comprehensive General Liability insurance. Jackson County is to be named as an additional insured and a 30 day notice of cancellation or non-renewal is required. Contractor agrees to indemnify and save harmless Jackson County and their representatives.

RESPONSE TIME: Vendor must guarantee and provide a four hour or less response time, when called for repairs.

Total price for Repair of HVAC at Jackson County Courthouse, 5000 Jefferson Parkway, Jefferson, GA per specifications contained herein is \$ _____

Estimated time of completion = _____

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

SUBMITTED BY _____ DATE _____

TITLE _____ EMAIL: _____

COMPANY NAME _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE/EMAIL _____

SIGNATURE _____

We are seeking bids to replace the Liebert/Vertiv HVAC equipment that serves the courthouse basement data room. The equipment will be the same brand, tonnage, and voltage of current equipment serving the area. The systems should be removed one at a time, leaving the other system in the room running to cool the area. Once new system is installed and running for 12 hours with no problems, then the second unit can be removed and second system installed.

Current equipment: Manufacturer Liebert/Vertiv

System 1: Air Handler model VH114AUAAE11832, Serial # 601832-002
Condenser model # CDF165-A, serial # 0406C68613

System 2: Air handler model # VH114AUAAE11832, serial # 601832,,001
Condenser model # CDF165-A, serial # 0406C68593

Contractor will be responsible for the following:

- Providing labor, equipment, and materials to complete job
- Recover the refrigerant from systems
- Disconnect equipment from ductwork, electrical, refrigerant piping, and drains
- Removing the old systems from the building to the parking area and installing the new systems
- Making sure the doors, floors, and walls of building are not damaged during removal and installation of systems
- Connecting ductwork, electrical, refrigerant piping, and drain lines back to new systems
- Existing refrigerant piping may be reused only if manufacture of equipment states it is the correct size for new systems. If using existing piping it may require flushing or cleaning to meet manufacture requirements for using existing refrigerant piping
- Repairing any refrigerant pipe insulation that is damaged
- Start-up and commissioning of new systems
- Providing all warranties and original equipment manuals on equipment
- Mandatory on-site walk-through for all vendors prior to bid, date to be determined
- Estimated time of completion
- Working hours, Monday through Friday 8:00 AM to 5:00 PM. All workers must be off-site by 5:00 PM.
- All employees of chosen vendor must pass a criminal background check provided by Jackson County Sheriff's office at no cost to vendor
- No weapons are allowed on Jackson County Courthouse grounds, either on person or in vehicle

SAMPLE CONTRACT

This Agreement made and entered into this ____ Day of _____, Two Thousand and Twenty,

BETWEEN

The Owner: The Jackson County Board of Commissioners
 Jackson County, Georgia
 67 Athens Street
 Jefferson, GA 30549

And the Contractor: Company Name
 Company Address
 Company City, State Zip

PROJECT: REPAIR HVAC AT COURTHOUSE FOR JACKSON COUNTY, GEORGIA

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WITNESSETH: That said Contractor has agreed, and by these presents does agree, with the said County, for the consideration herein mentioned and under the provisions of the Invitation To Bid (ITB) as required by the Specifications to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, Special Terms and Conditions and this Agreement, including all work outlined in the Scope of Service and listed in the conditions, provisions and specification to wit:

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, the Invitation To Bid (ITB) 200000, the Contractor's Response to ITB 200000, Drawings, Specifications, and Addenda issued prior to execution of this Agreement and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

The Work

The Contractor shall perform all work required by the Contract Documents for:

PROJECT: REPAIR HVAC AT COURTHOUSE FOR JACKSON COUNTY, GEORGIA

All Work performed under this contract is subject to inspection by the Facilities Maintenance Department Superintendent of Jackson County, Georgia. It shall be the Contractor's responsibility to coordinate with the Facilities Maintenance Department of Jackson County, Georgia for inspection services. All Work shall be performed in accordance with current state and local laws and regulations in the State of Georgia.

ARTICLE 3

Time of Commencement and Completion

The Work to be performed under this Contract shall begin within thirty (30) days after the Contractor has received the Notice to Proceed (NTP) and will be completed within bid specification time of starting the project. Contract may be renewed by Jackson County for an additional one (1) year with the mutual consent on both parties. Renewal must be accomplished in writing.

ARTICLE 4

Contract Price

The Owner shall pay the Contractor, for the performance of the Work completed and approved by the Building Maintenance Superintendent as provided in the Conditions of the Contract in the Contractor's response to the ITB. This price shall remain fixed during the entire length of the original contract period or until the satisfactory completion of all of the projects listed in the ITB. The Scope of Service as outlined ITB shall only be modified by a Change Order approved by all Parties. Each Change Order that is approved by Owner and Contractor will detail any price changes that are calculated according to the conditions outlined in the ITB.

ARTICLE 5

Payment

Payment for the Work as described in Article 4 above, shall be made monthly only for the portion of Work that is completed and inspected by the Facilities Maintenance Department Superintendent during the month. Payment will be made within thirty (30) days after the completion of the Work, provided that the Contractor fully performed in accordance with the Contract Documents. The Contractor shall complete and submit an invoice for the monthly payment to the Jackson County Government, Attention: Accounts Payable, 67 Athens Street, Jefferson, Georgia 30549. Jackson County reserves the right to request proof of performance of all work completed under this contract.

ARTICLE 6

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to ITB 190025 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contract, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first written above.

OWNER:
Jackson County Board of Commissioners

CONTRACTOR:
Company's Legal Name

Tom Crow, Chairman

Representative

ATTEST:

ATTEST:

Notary Public

Notary Public

Illegal Immigration Reform and Enforcement Act of 2011
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the Jackson County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

NAME OF CONTRACTOR

Name of Project

Jackson County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20__ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

SUBCONTRACTOR AFFIDAVIT

The Jackson County Board of Commissioners and Subcontractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with _____ a Contractor contracting with the Jackson County Board of Commissioners, has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security 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.* The undersigned Subcontractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Subcontractor agrees that, should it employ or contract with any other subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Jackson County Board of Commissioners, Subcontractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Subcontractor further agrees the Subcontractor will advise the Jackson County Board of Commissioners of the hiring a new subcontractor and will provide Jackson County Board of Commissioners with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Subcontractor also agrees to maintain all records of such compliance for inspection by Jackson County Board of Commissioners at any time and to provide a copy of each such verification to the Jackson County Board of Commissioners at the time the subcontractor(s) is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

Subcontractor Name

Date

Title of Authorized Officer or Agent of Subcontractor

Signature and Printed Name of Authorized Officer or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,
20____

Notary Public

My Commission Expires: _____

*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. §13-10-91