



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

April 4, 2022

Bid Number: 220008

Bid Name: Chiller Replacement at Courthouse, 5000 Jackson Parkway, Jefferson, GA, Jackson County

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

BID DUE DATE/TIME: Thursday, May 5, 2022 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 # 220008, Chiller Replacement at Courthouse
67 Athens Street
Jefferson, GA 30549

PUBLIC BID OPENING DATE/TIME: Thursday, May 5, 2022 at 10:00 AM EST

LOCATION: 67 Athens Street, Jefferson, GA 30549

DEADLINE FOR QUESTIONS: Monday, April 25, 2022 at 5:00 PM EST

MANDATORY PRE-BID MEETING: Thursday, April 14, 2022 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 and shall include contact name, phone number and email address.

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 Chiller Replacement 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 _____

ARTICLE 3

Georgia Security and Immigration Compliance

Contractor agrees and acknowledges that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant TO O.C.G.A. §13-10-91 and Rule 300-10-1-.02 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 Georgia Security and Immigration Act Contractor Affidavit and Agreement submitted with the response to ITB #220008 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 contact, that the Contractor will ensure that all sub-contractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Sub-contractors Affidavit and that the Contractor will advise the Owner of hiring a new sub-contractor and will provide the Owner with a Sub-contractor Affidavit attesting to the sub-contractor'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 sub-contractors begins working on the Project. The Contractor understands and will ensure that all sub-contractors 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.

ARTICLE 4

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 xxx days of starting the project.

ARTICLE 5

Contract Price

The Owner shall pay the Contractor, for the performance of the Work completed and approved by the engineer as provided in the Conditions of the Contract, the sum of \$_____ as provided in the Contractors response to the Invitation to Bid. 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 in the 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 unit price changes that are calculated according to the conditions outlined in the ITB.

ARTICLE 6

Payment

Payment for the Work as described in Article 5 above, shall be made monthly only for the portion of Work that is completed and inspected by the engineer 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.

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

OWNER:
Jackson County Government

CONTRACTOR:

BY: Tom Crow, Chairman

BY: 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: _____