



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

November 30, 2018

Bid Number: 180032

Bid Name: Furnish and Install Generator, Animal Shelter

The Jackson County Board of Commissioners is soliciting bids for the purchase, shipping, installation, and set up of an emergency generator at the Jackson County Animal Shelter, 29 Galilee Church Rd., Jefferson, GA.

Specifications, terms and conditions are contained herein.

BID DUE DATE/TIME: January 8, 2019 at 10:00 am, local time pertaining

RETURN BID VIA: sealed bid via mail, online (vendorregistry.com) or deliver to:

Jackson County Board of Commissioners
Attn: Purchasing Manager – Bid #180032, Emergency Generator
67 Athens Street
Jefferson, GA 30549

PUBLIC BID OPENING DATE/TIME: January 8, 2019 at 10:15 am, local time pertaining

LOCATION: 67 Athens Street, Jefferson, GA 30549

DEADLINE FOR QUESTIONS: January 2, 2019 at 5 pm EST.

Direct all questions concerning this bid to:

Myrna Yarbrough

Jackson County Purchasing Manager

(706) 367-6309

myarbrough@jacksoncountygov.com

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 will be considered 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, www.jacksoncountygov.com and at www.vendorregistry.com . It is the bidder's responsibility to check this site on a regular basis. The Board will not be responsible for any information not viewed by bidders. All bidders must register at www.vendorregistry.com so that the County has all the necessary vendor information to establish the vendor in the Financial Software System so that payments can be made promptly to the vendor awarded the contract.

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 alternate items 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 EMS Stations and Information Technology. 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 will be made 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 in writing to the Purchasing Manager at the contact information listed above. 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, its 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. FAILURE TO BID: If you do not wish to bid, please return this bid and state reason(s).

16. TERM OF CONTRACT: By submitting a bid in response to this ITB, the bidder is agreeing to guarantee bid prices for the period beginning with bid award and ending upon the complete acceptance, installation, and test of the generator. The term may be extended for a period of six months upon agreement of both parties.

17. BID RECAP:

- A. A bid summary shall be sent to all responding bidders, if requested.
- 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.

18. GENERATOR SPECIFICATIONS: The following outlines the specifications that are desired by the Jackson County Board of Commissioners for the generator and associated transfer switch. When providing a bid for this ITB, please provide the manufacturer's brochure or specifications data and highlight any specifications that differ from the below requirements by indicating if the specifications of the generator being offered is "equivalent to", "less than", or "exceeds" the specifications listed herein. Failure to accurately identify specification differences may lead to the vendor being disqualified.

Freight/delivery costs should be included in the final bid price.

Installation & connection costs along with 5 foot X 9 foot X 6 inch concrete pad should be included in the final bid price.

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.

Vendor must provide a copy of their insurance certificate with this bid. Vendor must also provide a completed Immigration and Security affidavit. A blank copy is attached.

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 _____

SIGNATURE _____

RETURN THIS FORM WITH YOUR BID PACKAGE

ITB #180032 Bid Pricing Outline

Year: _____ Make: _____ Model: _____

Cost of Generator; \$ _____

Cost of Transfer Switch: \$ _____

Cost of Freight \$ _____

Cost of Installation \$ _____

Cost of System Start Up Service: \$ _____

TOTAL BID PRICE: \$ _____

RETURN THIS FORM WITH YOUR BID PACKAGE

Addenda Acknowledgement

I have reviewed the following addenda that were released in association with this bid (please check):

Addendum 1: _____

Addendum 2: _____

Addendum 3: _____

Addendum 4: _____

Addendum 5: _____

Addendum 6: _____

RETURN THIS FORM WITH YOUR BID PACKAGE

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: _____

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Jackson County Board of Commissioners
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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: _____

Jackson County
Jefferson, Ga

Re: Animal Shelter

GENERATOR

1-50KW Kohler or equal generator, 120/208-volt, three phase, 60 Hz., with the following features and accessories:

- Diesel Engine
- Sound Shield weather protective housing
- Block heater
- Digital control panel with full AC & DC meters
- Main Line Breaker
- Full safety shutdowns
- Critical exhaust system
- Battery, rack & cables
- Battery charger
- Initial fill of antifreeze & oil
- 1-year warranty

AUTOMATIC TRANSFER SWITCH

200-amp Kohler automatic transfer switch, 120/208-volt, three phase, 3 pole, with the following features and accessories:

- Plant exerciser
- Time delay engine start
- Time delay transfer to emergency
- Time delay retransfer to normal
- Test switch
- Nema 3R enclosure
- 1-year warranty

ACCESSORIES

- Owner's Manual

SCOPE OF WORK INCLUDED

- Delivery of equipment
- Off loading equipment
- Installation, Labor and materials for complete setup
- Concrete pad
- Test of system
-

SCOPE OF WORK NOT INCLUDED

- Diesel fuel