



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

August 29, 2018

Bid Number: 180017

Bid Name: Jackson County Correctional Institute HVAC Renovations, 265 I.W. Davis Rd., Jefferson, GA

The Jackson County Board of Commissioners is soliciting bids to replace the HVAC control system and select HVAC equipment for the Jackson County Correctional Institute, 265 I.W. Davis Rd., Jefferson, GA. Specifications, terms and conditions are contained herein.

BID DUE DATE/TIME: Tuesday, October 9, 2018 at 2:00PM EST.

RETURN BID VIA: Sealed bid via on line at vendorregistry.com, mail, or deliver to:

myarbrough@jacksoncountygov.com
Jackson County Board of Commissioners
Attn: Finance Department – Bid #180017, Jackson County Correctional Institute HVAC Renovations.
67 Athens Street
Jefferson, GA 30549

PUBLIC BID OPENING DATE/TIME: Tuesday, October 9, 2018 at 2:00 PM EST
LOCATION: 67 Athens Street, Jefferson, GA 30549

DEADLINE FOR QUESTIONS: Monday, September 25, 2018, at 5:00 PM EST

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. An organized site visit will be held at 265 I.W. Davis Rd., Jefferson, GA. at 1:00 PM EST on Thursday, September 13, 2018.

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.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 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, 265 I.W. Davis Rd., Jefferson, GA 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, its Board members, employees, agents, and servants (each of the forgoing

\$ 1,000,000
\$ 1,000,000 Each Accident
\$ 1,000,000 Disease, Each Employee

Occurrence coverage is required. Claims-made coverage is not acceptable. The County will not share in any deductibles.

These policies shall cover the County, its elected officials, employees and agents as additional insured and shall contain a covenant requiring no less than sixty (60) days written notice to the County before cancellation, reduction or other modification of coverage's.

These policies shall be primary noncontributing with any applicable insurance carried by Jackson County and shall contain a severability of interests clause in respect to cross liability, protecting each additional insured as though a separate policy had been issued to each. Certification of each of the above policies shall be furnished, in duplicate, to the County, at least fifteen (15) days prior to commencement of services under a signed contract.

All certificates of insurance must clearly state that the Contractor's insurance(s) is **PRIMARY**. If your policy has deductibles, self-insured retentions or co-insurance penalties, then all such costs shall be borne by the Contractor and not Jackson County.

19. BID BOND, PERFORMANCE AND PAYMENT BONDS:

BONDING REQUIREMENTS: A Bid Bond for 5% of the total bid proposal price must be submitted with the Request for Proposal in the form of A.I.A., latest edition.

Performance and Payment Bonds in the amount of 100% of the contract price in compliance of the Invitation to Bid, if contract is awarded. Bonds should be in the form of A.I.A., latest edition.

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>

Total price to replace the HVAC control system and select HVAC equipment, 265 I.W. Davis Rd., Jefferson, GA per specifications contained herein is

\$ _____

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 _____

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: _____