



**BULLOCH COUNTY BOARD OF COMMISSIONERS  
115 NORTH MAIN STREET  
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID  
DEPARTMENT of FAMILY and CHILDRES SERVICES HVAC RENOVATION**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

**Material or Service:** HVAC Renovation which consists of replacement of HVAC units serving DFCS located at 41 Pulaski Highway, Statesboro, GA 30458.

**Mandatory Pre-Bid:** There will be a **mandatory pre-bid meeting** on March 18, 2021 at 11:00 AM, at the DFCS Office located at 41 Pulaski Highway, Statesboro, Georgia 30458. All vendors wishing to submit a bid must attend this pre-bid meeting. If the contractor or a representative of the contractor does not attend this meeting any submission for this project will be rejected.

**Bid Submission Deadline:** The deadline for receipt of sealed bids is 3:00 PM, April 8, 2021. Late bids will not be considered. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

**Time and Place for Submission and Opening of Bids:** Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. The original bid and two (2) copies along with supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Buildings and Facilities Manager will recommend the selection of a bid or bids most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

**Obtaining a Copy of Bid Package:** A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at [fbragg@bullochcounty.net](mailto:fbragg@bullochcounty.net) or retrieved from the County’s website at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda

**NOTICE OF SOLICITATION: INVITATION TO BID #FY21-CB-GB03**  
**BULLOCH COUNTY GOVERNMENTAL BUILDINGS**

---

issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

**Bid Identification:** The outside of the sealed envelope shall include the wording: DFCS HVAC Renovation; Bid Opening: April 8, 2021 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

**Check List:** There is a checklist on **page 16** that lists the forms that **must** be included in the sealed bid submission. Failure to return any of the items on the check list will be just cause for non-acceptance of the submitted sealed bid.

**Local Buying Preference:** This solicitation is for a Public Works Construction Project, the County's local vendor pricing preference which allows for such a vendor to match the lowest price bid if within 5% *shall not be applicable*.

**Award and Reservations:** It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

**Exceptions to Specifications:** Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform shall so note on the "Exceptions to Specifications" sheet provided. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered. Time is of the essence.

## TERMS AND CONDITIONS

**Changes:** No change shall be made to this invitation except by written modification by the Purchasing Department.

**Fob Destination Point:** Bid prices shall include shipping to the DFCS Office located at 41 Pulaski Highway, Statesboro, Georgia 30458. Title to remain with vendor until fully accepted by County. Goods damaged or not meeting specifications will be rejected.

**Compliance:** The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

**Disqualification:** Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

**Lawsuits/Bribery/Conflicts of Interest/Defaults:** Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

**Liability:** The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

**Clarification of Submittals:** The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

**Exceptions:** Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

**Correction or Withdrawal of Bids, Cancellation of Awards:** Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

**County Obligations:** The County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

**Award:** If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines

that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

**Project Schedule:** The project shall be defined in the notice to proceed and be complete according to the time schedule set forth in the contract.

**License:** All bidders must be licensed contractors as required by the State of Georgia

**Insurance Requirements:** The Contractor must submit with bidding documents, a Certificate of Liability Insurance indicating required insurance coverages. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as additional insureds**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

**Bonds:** It may become necessary for the successful bidder to be required to furnish satisfactory performance and payment bonds each in an amount not less than one hundred percent (100%) of the total contract price from a good and solvent surety licensed to do business in the State of Georgia **and registered as a corporate surety in the most recent edition of Circular 570 of the United States Department of the Treasury.**

**Payment:** Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days of receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

**Inquiries Regarding Payment:** All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

**Regulatory Agencies:** Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

**Anti-Discrimination Clause:** Bulloch County does not discriminate against any person because of race, color, gender, religion, national origin, or handicap in employment or services provided

**Commodity Status:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Bulloch County.

**Delivery:** Delivery shall be made to the Bulloch County State Courthouse, 2 North Main Street Statesboro, GA 30458.

**Product Compliance:** Bidders must submit with their bid, the printed specifications on the HVAC units they propose to furnish.

**Questions:** All questions concerning this invitation shall be directed to the Purchasing Manager in writing (email is preferable). Questions not asked at the mandatory pre-bid meeting will be directed to the Purchasing Manager no later than March 19, 2021 by 4:00 PM. Answers to questions will be addressed no later than March 22, 2021 by 4:00 PM.

**Quality:** Any brand names or trade names used in the specifications are for the purpose of describing and establishing general quality levels.

**Bid Reservations:** The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids. Negotiations may be necessary to complete the contract.

**Contract Termination:** County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

**Indemnification:** The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

**Immigration:** On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work for Georgia's public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-verify System. This includes out-of-state contractors. E-verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to <http://www.dhs.gov/e-verify>. An affidavit is enclosed in this solicitation. All Proposers are to read and complete the E-verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third party administrator, do not enter their name in place of the Federal Work Authorization E-verify Company ID#; the administrator's name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective).

If you only include the third party administrators name and not the actual authorization number this will result in your solicitation response being rejected as non-responsive.

**Drawings:** Attached are diagrams that contain the specifications for this project.

The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners  
Attn: Purchasing Manager  
115 N Main St.  
Statesboro, GA 30458

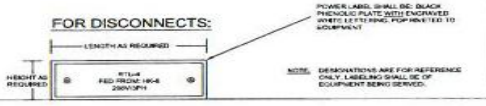
Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at [fbragg@bullochcounty.net](mailto:fbragg@bullochcounty.net).

**Department of Family and Children Services (DFCS)  
HVAC Renovation Specifications**

The diagrams on the following pages contain the bid specifications for this project. The diagrams in .pdf format will be available as separate attachments.

**NOTICE OF SOLICITATION: INVITATION TO BID #FY21-CB-GB03  
BULLOCH COUNTY GOVERNMENTAL BUILDINGS**



**2 EQUIPMENT IDENTIFICATION TAG DETAIL**  
E101 SCALE NOT TO SCALE

**GENERAL NOTES:**

1. ALL MECHANICAL LINES SHOWN WITHIN THE SET OF DRAWINGS AND A DRY FOR ONE REPLACEMENT UNITING CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A SCHEDULE OF THE DISCONNECTS AND THE LOCATION OF ALL MECHANICAL LINES TO BE DISCONNECTED FOR ALL EXISTING MECHANICAL UNITS AND THE LOCATION OF ALL MECHANICAL LINES TO BE DISCONNECTED FOR ALL NEW MECHANICAL UNITS. THE LOCATION OF ALL MECHANICAL LINES TO BE DISCONNECTED SHALL BE INDICATED BY A LINE WITH AN ARROW POINTING TO THE LOCATION OF THE MECHANICAL LINE TO BE DISCONNECTED. THE LOCATION OF ALL MECHANICAL LINES TO BE DISCONNECTED SHALL BE INDICATED BY A LINE WITH AN ARROW POINTING TO THE LOCATION OF THE MECHANICAL LINE TO BE DISCONNECTED.
2. FIELD VERIFY THAT EXISTING LINE VOLTAGE, CIRCUIT, WIRE, CONDUIT, AND ELECTRICAL CHARACTERISTICS MATCH MECHANICAL EQUIPMENT SPECIFICATIONS. NUMBER OF WIRE INSULATIONS.
3. DISCONNECT EXISTING MECHANICAL LINES AND CONNECTION POINTS OF ALL MECHANICAL LINES PRIOR TO DISCONNECTING.
4. CONTRACTOR SHALL FIELD VERIFY IDENTIFICATION OF EACH NEW UNIT AND UPDATE AFFECTED PANEL BOARD CIRCUITS AS NECESSARY TO CORRECTLY REFLECT LINES SERVED FROM EACH PANEL.
5. PROVIDE ENGRAVED LABELS AT EACH DISCONNECT NOTING UNIT IDENTIFICATION, VOLTAGE, PHASE AND PANEL BOARD NUMBER SERVED. (SEE DETAIL 2011).
6. FIELD VERIFY EXACT LOCATION OF ALL EXISTING PANELS.
7. FIELD VERIFY EXISTING CIRCUIT'S SERVED UNITS MATCH THE ELECTRICAL REQUIREMENTS FROM THE UNIT MANUFACTURER. (SEE NOTE 2 ABOVE).
8. LOCATE DISCONNECTS AT UNIT AS REQUIRED TO MAINTAIN PROPER CLEARANCES FOR WIRE.
9. RECONNECT EXISTING CONDUITS TO NEW UNIT DISCONNECTS, EXISTING NEW DISCONNECT TO NEW UNIT CONDUIT. FIELD VERIFY WITH NEW EXTERIOR FLEXIBLE CONDUIT WIRE TO MATCH EXISTING SIZE.
10. ALL EXTERIOR FLEXIBLE CONDUIT SHALL BE METALLIC WATERPROOF.
11. THE ELECTRICAL DRAWINGS ARE ONE PART OF THE CONTRACT DOCUMENTS. ALL OF THE DRAWINGS AND SPECIFICATIONS SHALL BE REVIEWED FOR THEIR INTERRELATIONSHIP AND REQUIRED COORDINATION.
12. CONTRACTOR SHALL VERIFY ALL EQUIPMENT AND INSTALLATION OF SUCH FOR TWO (2) WEEKS FROM DATE OF PROJECT ACCEPTANCE. AN WARRANTY APPLIED TO EXISTING DRAWING AS SHOWN.

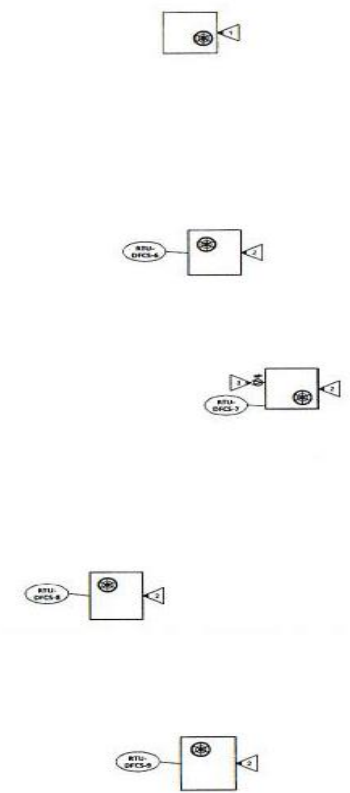
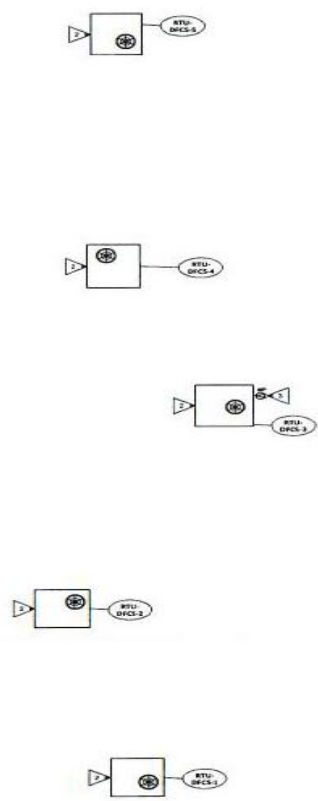
**KEYED NOTES:**

- ▶ EXISTING MECHANICAL LINE TO REMAIN.
- ▶ EXISTING MECHANICAL LINE TO BE REPLACED WITH NEW UNIT, DISCONNECT AND REMOVE EXISTING DISCONNECT AND ASSOCIATED CONDUITS AND RACEWAY BETWEEN DISCONNECT AND MECHANICAL LINE. PROVIDE NEW RUN OF EXISTING DISCONNECT PANELS AT 60 AMP AND CONNECT TO NEW UNIT. CONDUIT SHALL BE METALLIC WATERPROOF TO MATCH EXISTING UNIT.
- ▶ DISCONNECT AND REMAIN AS IS. ADD NEW RACEWAY AND RECONNECT NEW INTERNAL FACTORY INSTALLED RECEPTACLE.

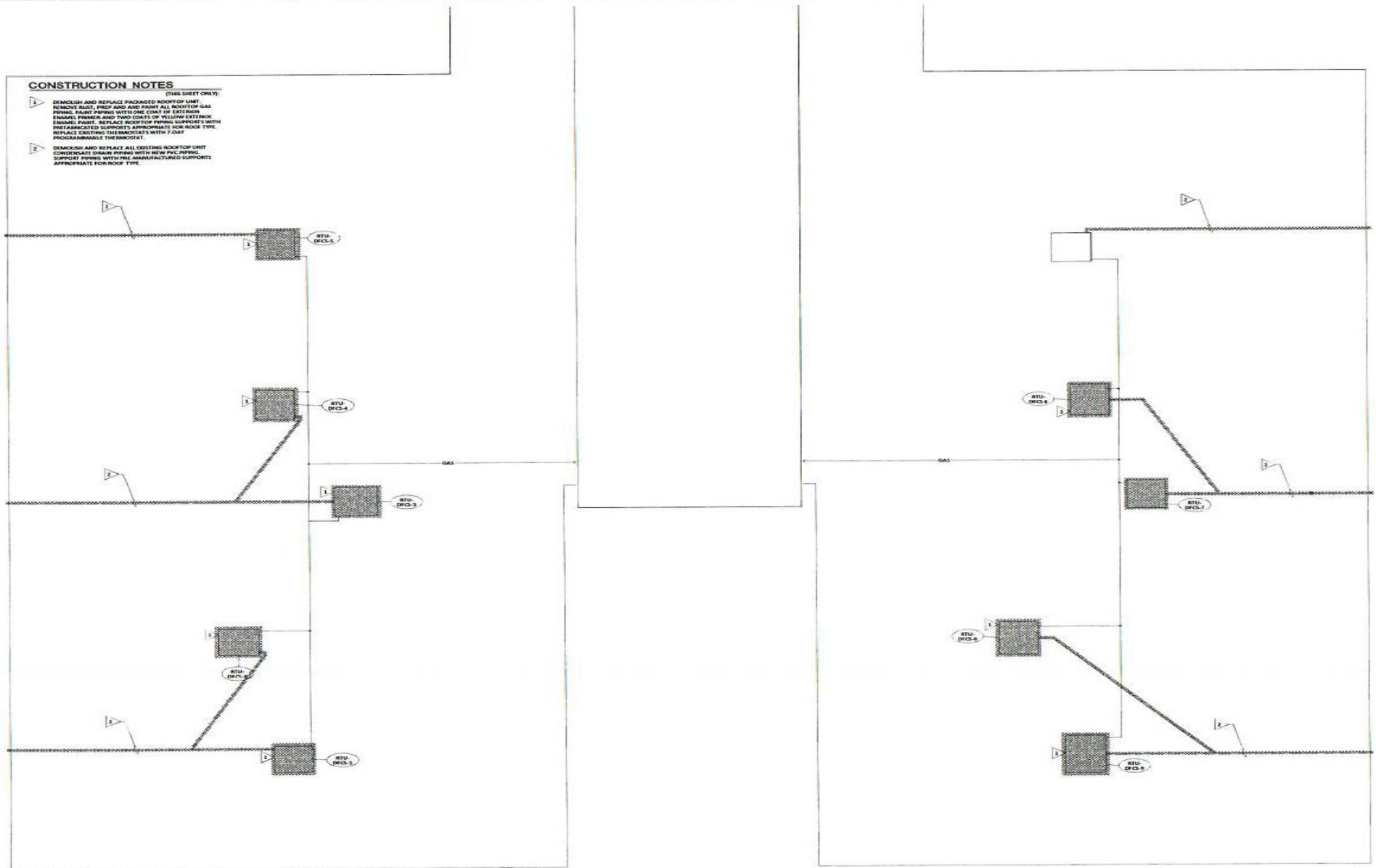
MECHANICAL LINE IDENTIFICATION	NOTES
UNIT NAME: RTU-1	NEW UNIT
LINE NAME: RTU-1	NEW UNIT
DISCONNECT: RTU-1	NEW UNIT
RECEPTACLE: RTU-1	NEW UNIT
CONDUIT: RTU-1	NEW UNIT
RECEPTACLE: RTU-1	NEW UNIT

**MECHANICAL POWER UNIT DATA NOTES:** (THIS SHEET ONLY)

- ▶ NEW LINE
- ▶ EXISTING BREAKER TO BE REUSED. SEE GENERAL NOTE 7.
- ▶ EXISTING DISCONNECT TO BE REPLACED.
- ▶ NEW DISCONNECT, FUSE PER UNIT NAMEPLATES. SEE DETAIL 2011.



NOTICE OF SOLICITATION: INVITATION TO BID #FY21-CB-GB03  
BULLOCH COUNTY GOVERNMENTAL BUILDINGS



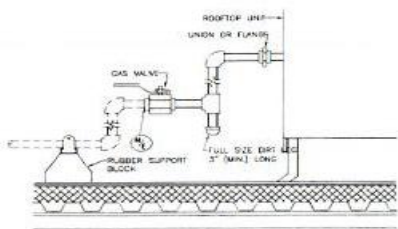
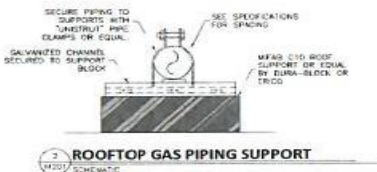
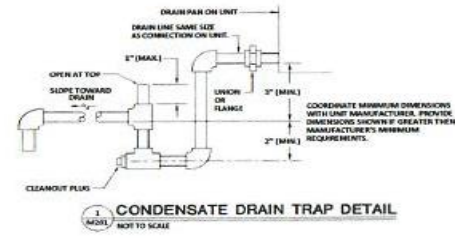


# NOTICE OF SOLICITATION: INVITATION TO BID #FY21-CB-GB03 BULLOCH COUNTY GOVERNMENTAL BUILDINGS

**-- PACKAGED HEATING & AIR CONDITIONING UNIT SCHEDULE --**

ITEM	MFG. TYPE	SUPPLY CFM	ESP (IN. WG)	OA CFM	COOLING CAP. MBH (SENS./TOT. (1))	SEER	HEATING		CARRIER MODEL NO.	REMARKS
							CAP. MBH	EFF. (2)		
RTU-DPCS-1	5	2,000	0.5	100	46.2/61.8	14.1	115.0	82.0	48XC096	(2)(3)
RTU-DPCS-2	5	2,000	0.5	100	46.2/61.8	14.1	115.0	82.0	48XC096	(2)(3)
RTU-DPCS-3	5	2,000	0.5	100	46.2/61.8	14.1	115.0	82.0	48XC096	(2)(3)
RTU-DPCS-4	5	2,000	0.5	100	46.2/61.8	14.1	115.0	82.0	48XC096	(2)(3)
RTU-DPCS-5	5	2,000	0.5	100	46.2/61.8	14.1	115.0	82.0	48XC096	(2)(3)
RTU-DPCS-6	5	2,000	0.5	100	46.2/61.8	14.1	115.0	82.0	48XC096	(2)(3)
RTU-DPCS-7	5	2,000	0.5	100	46.2/61.8	14.1	115.0	82.0	48XC096	(2)(3)
RTU-DPCS-8	5	2,000	0.5	100	46.2/61.8	14.1	115.0	82.0	48XC096	(2)(3)
RTU-DPCS-9	5	2,000	0.5	100	46.2/61.8	14.1	115.0	82.0	48XC096	(2)(3)

- (1) RATINGS IN ACCORDANCE WITH APPROPRIATE A.S.H.R.A. STANDARD
- (2) ROOFTOP PACKAGED GAS/ELECTRIC UNIT WITH HOT GAS REHEAT DEMINORIZATION, MANUFACTURER'S STANDARD FILTERED MEDIA, UNPOWERED COMMENCEMENT OUTLET, ELECTRICAL DISCONNECT BREAKER, AND ROOF CURB ADAPTER
- (3) FURNISH BI-POLAR IONIZATION UNIT SIZED FOR FULL UNIT AIRFLOW



**HVAC IDENTIFICATION**

**GENERAL:** Refer to plans shall be installed to meet applicable Local, State and National Codes, current requirements of NFPA, Fire Listing and Air Conditioning Code and National Electrical Code.

All equipment shall be installed in accordance with the manufacturer's instructions. Installing contractor shall furnish fully functioning systems.

**INSTALLATION CONVENTIONS:** Size all opening work in slabs on the plan. The Contractor is responsible for verifying actual job site conditions prior to starting construction and before starting sheet. Any discrepancies discovered shall be reported to the Client.

**ELECTRICAL:** All line and low voltage control wiring shall be provided by the HVAC Contractor. Provide and submit complete wiring diagrams and all switches, meters, controls, relays, etc. necessary for a complete system. Run all wiring in EMT wherever required.

Voltage and phase of mechanical equipment requiring power is designated under the Electrical Division. Model numbers listed in schedules of equipment schedule shall not be construed to indicate electrical characteristics. Furnish model documentation that all electrical characteristics of mechanical equipment have been coordinated with and confirmed by the electrical subcontractor.

Power wiring and documents shall be provided under another Division.

**SELECTIONS:** Select 3 sets of Shop Drawings for approval before setting equipment.

**DUCTWORK:**

- Low Pressure, Metal Fabricate of galvanized steel as per SMACNA Manual for HVAC Duct Construction Standards for 1" to 36" C, with temporary joints, thermal insulation, and tags are installed.
- Duct sections shall be water-based Joint and Seam Sealant, Flexible, adhesive sealant, resistant to UV light when used, UL T21 listed, and complying with NFPA requirements for class 1 duct. Check tags shall not be used.
- Flexibly Ducts shall be factory fabricated, seamless, round duct, with an outer jacket including 1-1/2 inch thick, glass fiber insulation around a continuous inner liner. Fabrication shall have been accomplished in the most linear. Outer Jacket Glass reinforced, silver or grey. Inner Liner polyethylene film. Pressure Rating: 15 inches w.g. positive. R value = 6.0. Flexible duct shall not exceed 4 feet in length and shall be supported 1 foot maximum on center with 2" with 1/2 inch galvanized hangers. Check shall be secured to branch ducts and make-up ducts with stainless steel screw drive strap or nylon self-locking strap around the inner liner only.
- All Ductwork shall be supported in accordance with SMACNA Standards.

**INSULATION:**

- Ductwork: Insulate lined and unlined supply and return ductwork with 3/4" to 2" thick fiberglass blanket insulation with FIBR-Glass. Lay all vapor barrier system 2" maximum, single 4" x 12" and seal with vapor barrier mastic coordinated with floor glass mastic. "Globe-Job and mastic". Use 1/2 inch pipe 20" x 12" and hangers of 30" with and larger ducts. Cover top of all air ducts shells with insulation.

**WIRING:**

- Condensate drain piping shall be PVC.
- Support gas piping in accordance with the following:
  - 1/2" to 1-1/4" inch piping - 8 feet on center
  - 1-1/2" to 4-1/2" inch piping - 12 feet on center
  - 5-1/2" to 4" inch piping - 15 feet on center
 Provide pipe supports at all construction joints and ends.

**TEXT:**

- Heat and Cooling Units: Record all notes and heater receptacle tags and remove tags during Heating and Cooling cycle (before 90 degree F cooling). Record all the notes tags for removal by HP and leave.
- Air Side-Pressure: Record air quantities at supply outlets, return grilles and outside air flow. All supply quantities shall be balanced to be within + or - 10% of design air quantity.

**PACKAGED ROOFTOP UNIT:** Unit shall be of same type and capacity as indicated on the Drawings.

**ROOFTOP UNIT SMALLER THAN 4 TONS**

- Foundation: Fully assembled and tested, designed for roof or slab installation, not consisting of compressors, condensers, evaporator coils, condenser and evaporator fans, refrigerant and temperature controls, filters, and drains.
- Casing: Manufacturer's standard construction with correct refrigeration coating and exterior finish. Reinforced joints in excess three inch average gasket construction and secure to substrate with minimum 1/2 inch duct flange insulation. Reinforce the electrical and piping connections, secure condensate drain connections, and lifting lugs. Furnish condenser coil pan.
- Evaporator Fans: Propeller correct, centrifugal, directly driven with permanently lubricated ball bearings.
- Condensate Pans: Propeller type directly driven with permanently lubricated ball bearings.
- Refrigerant Coils: Absorption type or coil receiver copper tube as permitted. Direct using with refrigerant type method identified on all drawings. Fully tested construction with full service standard label. Furnish receiver and drain in accordance with ASHRAE Standard 15.
- Compressor: Electric with integral refrigeration oil return and standard bases. Furnish covering with for heat pump units.
- Hot Recharge: Manufacturer's standard construction for gas should be recharge and heaters with the following controls:
  - Refrigerant gas valve.
  - Thermostat gas valve.
  - High-pressure switch.
  - High-heat control.
  - Pressure relief valve.
  - Pressure relief valve.
- Furnish hot gas relief coil and control valves capable of providing demand/relief functions where indicated on submittals.
- Condenser Control: Electric and remote diagnosis, outdoor air flow, fully insulating electrical control systems with a double seal-off thermostat and automatic diagnosis.
- Low Ambient Control: Heat pump control.
- Thermostat: Programmable, 4-wire, with heating setback and cooling setback with 7-day programming.
- Control Panel:
  - Optimal for use in unheated, unpressurized, ground-level ground-level enclosure and shall be internally connected with an externally accessible 115 v. 2 phase branch circuit with integral cover.
  - Voltage shall be 480V applied as specified in Division 16.
- Electrical Equipment:
  - Shall be factory installed, internally connected, 115V and 115, approved. Disconnect shall provide main power source.
  - Shall be accessible from outside the roof and shall provide the power of indoor equipment.

**OPERATORS AND MAINTENANCE MANUALS:** Provide Owner 1 bound copies of Operating and Maintenance Instructions on each piece of HVAC equipment.

**INSTRUCTION TO OWNER:** Provide formal instruction period to familiarize the Owner in the operation and maintenance of the HVAC System. Document standards and material covered for each instruction session.

**CONTROLS:** Control system consists of sensors, actuators, actuators, microprocessors, field control elements, interface equipment, other apparatus, and accessories connected to controllers to operate mechanical systems according to sequences of operation indicated or specified. Installation shall be in accordance with HVAC equipment manufacturer's wiring diagrams. Control components shall form a fully functional system.

- Thermostat: Manufacturer's Standard 7-day programmable thermostat.
- Support of Operation: Manufacturer's standard equipment.



**BID FORM**

**DEPARTMENT of FAMILY and CHILDRENS SERVICES (DFCS) HVAC RENOVATION**

1. Bid Price for Material Cost, Nine Units: \$ \_\_\_\_\_

Bid Price for Labor Cost, Nine Units: \$ \_\_\_\_\_

Shipping Cost (if any): \$ \_\_\_\_\_

Grand Total for Complete Job, Nine Units: \$ \_\_\_\_\_

GRAND TOTAL IN WORDS, NINE UNITS:

\_\_\_\_\_

2. Bid Price for Material Cost, Five Units: \$ \_\_\_\_\_

Bid Price for Labor Cost, Five Units: \$ \_\_\_\_\_

Shipping Cost (if any): \$ \_\_\_\_\_

Grand Total for Complete Job, Five Units: \$ \_\_\_\_\_

GRAND TOTAL IN WORDS, FIVE UNITS:

\_\_\_\_\_

3. Bid Price for Material Cost, Four Units: \$ \_\_\_\_\_

Bid Price for Labor Cost, Four Units: \$ \_\_\_\_\_

Shipping Cost (if any): \$ \_\_\_\_\_

Grand Total for Complete Job, Four Units: \$ \_\_\_\_\_

GRAND TOTAL IN WORDS, FOUR UNITS:

\_\_\_\_\_

**NOTICE OF SOLICITATION: INVITATION TO BID #FY21-CB-GB03  
BULLOCH COUNTY GOVERNMENTAL BUILDINGS**

---

4. Does your bid comply with our specifications? (If answer is no, use exceptions to specifications form.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

**BULLOCH COUNTY, GEORGIA  
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

**BULLOCH COUNTY, GEORGIA  
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for **60** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **April 8, 2021 @ 3:00pm**, but may not be withdrawn after such date and time for a period of **60** days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

VENDOR:

---

Name	Title
------	-------

---

Name	Title
------	-------

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

**NOTICE OF SOLICITATION: INVITATION TO BID #FY21-CB-GB03  
BULLOCH COUNTY GOVERNMENTAL BUILDINGS**

---

**CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT**

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 contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by 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 further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions about e-verify.

\_\_\_\_\_  
EEV/Basic Pilot Program\* E-verify Company ID#

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Authorized Officer or Agent (Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Name of Project

Bulloch County, Georgia  
\_\_\_\_\_  
Name of Public Employer

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).

## Check List

The items listed below must be completed and returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Page 4 – Certificate of Liability Insurance
- 2. Page 10 – Exceptions to Specifications Sheet
- 3. Pages 11- 12 – Bid Form
- 4. Page 13 – Non-Collusion Affidavit
- 5. Page 14 – Bidder Declaration
- 6. Page 15 – Contractor E-verify Affidavit



**BULLOCH COUNTY, GEORGIA**  
**Short-Form Construction Contract**

AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **BULLOCH COUNTY**, a political subdivision of the state of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners (hereinafter “the County”) and \_\_\_\_\_ (hereinafter “the Contractor”).

The County and the Contractor hereby agree as follows:

1. Scope of Work; Specifications. The Contractor shall furnish all labor, materials, and equipment and perform all of the work for the Project described as

The scope of work for this project consists of the replacement of \_\_\_\_ HVAC units serving the DFCS Office located at 41 Pulaski Highway, Statesboro, Georgia 30458. Specific elements of the project scope are described in the following documents.

as set forth in this Agreement and in the scope of work, specifications, drawings, or other documents identified as:

- A. Invitation to Bid
- B. Bid Form
- C. E101 – Mechanical Power Plan – DFCS Office (Dated 02/12/2021)
- D. M101 – HVAC Plan – DFCS Office (Dated 02/12/2021)
- E. M201 – Schedule & Details – DFCS Office (Dated 02/12/2021)

The above-described documents are incorporated herein by reference and are as much a part of this Agreement as if fully set forth herein. Provided, however, that in the event of any conflict or ambiguity between the body of this Agreement and any above-described document, the body of this Agreement shall govern.

2. Time for Completion. The work shall commence no later than 10 calendar days of the County’s issuance of a notice to proceed and shall be completed no later than 14 calendar days thereafter. Time is of the essence of this contract.

3. Contract Sum. The County shall pay the Contractor for the performance of the work in total the sum of \$\_\_\_\_\_.

4. Progress Payments. The County shall make monthly progress payments on account of the contract, less retainage of 0 %, based upon the Contractor’s submission to the County of an invoice detailing the work completed. The period covered by each invoice shall be one calendar month ending on the last day of the month, and payment shall be due within fifteen (15) days of the

County's receipt of the invoice; provided, however, that payments otherwise due may be withheld by the County on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective construction which has not been remedied; disputed work; third-party claims filed or reasonable evidence that a claim will be filed; failure of the Contractor or its subcontractors to make timely payments for labor, equipment, and materials; damage caused by the Contractor to the County, other contractors, or subcontractors; or reasonable evidence that the contract cannot be completed for the unpaid balance of the Contract Sum.

5. Acceptance and Final Payment. Final payment shall be due thirty (30) days after completion of the work and acceptance by the County, subject to the County's right to withhold payment for the reasons stated in Section 4 of this Agreement.

6. Contract Documents. The contract includes this Agreement and any scope of work, specifications, drawings, or other documents incorporated herein by reference. This includes, but is not necessarily limited to, any documents attached to this Agreement as an exhibit. The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all. Any conflict or ambiguity between the body of this Agreement and any document incorporated herein by reference shall be governed by the body of this Agreement. The Contractor shall be responsible for verifying any and all measurements set forth in the Contract Documents before commencing any work hereunder.

7. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.

8. Permits, Licenses and Regulations. The Contractor shall secure and pay for all permits and licenses necessary for the prosecution of the work. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the Contract Documents are at variance therewith.

9. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

10. Access to Work. The Contractor shall permit and facilitate the observation of the work by the County and its agents and public authorities at all times.

11. Changes in the Work. The County may order changes in the work, the Contract Sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in the form of a written change order to the contract executed by both the County and the Contractor. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

12. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract and final acceptance of the work by the County unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

13. Liquidated Damages. The County and the Contractor agree that time is of the essence of this contract and that the County's damages will be difficult or impossible to estimate should the Contractor fail to complete the Project within the specified time. Therefore, should the Contractor fail to complete the Project within the specified time, the County and the Contractor agree that the Contractor shall pay to the County the sum of \$0 per day as liquidated damages, and not as a penalty, for each calendar day that the Project continues beyond the specified completion date. The County shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.

14. No Damages for Delay. In the event that the Contractor is delayed in the performance of the Project for any reason whatsoever, including but not limited to action or inaction of the County, another contractor or subcontractor, the Contractor shall not be entitled to any damages from the County for such delay, but the Contractor's sole remedy shall be an extension of time.

15. County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

16. Insurance. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

A. Statutorily required workers' compensation insurance.

- B. Commercial general liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

17. Builder's Risk Insurance. If required, as indicated below, either the County or the Contractor shall purchase and maintain, with a company authorized to do business in the state of Georgia, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the Project. The insurance shall include interests of the County, the Contractor, Subcontractors and Sub-subcontractors in the Project and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The County's purchase of builder's risk through the ACCG-IRMA interlocal risk pool shall satisfy any obligation the County may have under this Section. Builder's Risk Insurance shall be provided as follows:

- ( X ) Not required
- ( ) Furnished by County
- ( ) Furnished by Contractor

18. Payment and Performance Bonds. If indicated below, the Contractor shall furnish to the County prior to the start of construction payment and performance bonds in an amount equal to one hundred percent (100%) of the Contract Sum from a surety licensed to do business in the state of Georgia.

- A. Payment Bond:            Required (X)            Not Required ( )
- B. Performance Bond:    Required (X)            Not Required ( )

19. Separate Contracts. The County has the right to let other contracts in connection with the Project and the Contractor shall properly cooperate with any such other contractors.

20. Attorney's Fees and Expenses. Should the Contractor default in any of the provisions of this Agreement, and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Agreement or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney's fees and expenses of litigation as the County may expend herein.

21. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the Project he shall remove from the premises all rubbish, implements and surplus materials and leave the Project premises broom-clean.

22. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

23. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of this Agreement shall not be less than such specified hourly minimum rate of wage in the performance of this Agreement as required by law.

24. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

Notices to the COUNTY shall be sent to the following address:

Bulloch County Board of Commissioners  
Attn: County Manager  
115 N Main Street  
Statesboro, GA 3045  
Fax #: (912) 764-8634

With a copy to:

Jeff S. Akins, Esq.  
County Attorney  
115 N Main Street  
Statesboro, GA 30458  
Fax #: (912) 764-8634

Notices to the CONTRACTOR shall be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25. No Waiver. No failure on the part of either party to this Agreement at any time to require performance by the other party of any term of this Agreement shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof.

26. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

27. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

28. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

29. Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Agreement.

WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CONTRACTOR

BULLOCH COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

County Manager

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

County Clerk

Title: \_\_\_\_\_