



**FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
#12 East 4th Ave. Ste. 106
ROME, GA 30161**

(706) 291-5118

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**Date Issued: December 8, 2016
Bid Number: 17-0126**

**NOTICE OF LETTING CONTRACT
INVITATION FOR BIDS
JAIL ELEVATOR
FLOYD COUNTY GEORGIA**

To Whom It May Concern:

Notice is hereby given that Floyd County, Georgia proposes to let a Contract to the lowest responsive, responsible bidder, upon sealed bids, for the furnishing of all labor, material, equipment and other things necessary to:

**MOWREY HOLELESS HYDRAULIC ELEVATOR
Floyd County Jail
2526 New Calhoun Hwy.
ROME, GA 30161**

Sealed bids will be received until 2:00PM (local time), on **Thursday, January 26, 2017**, at the office of the **Floyd County Purchasing Director, located in the Floyd County Administration Building, 12 East Fourth Avenue, Suite 106, Rome, Georgia**. Sealed bids will then and there be publicly opened and read aloud in the office of the Purchasing Director. Late bids will not be accepted.

Work is generally described as follows: Turn-Key Purchase and Installation of "One (1) Mowrey 4500 LB Holeless Hydraulic Elevator"

MANDATORY PRE-BID AND SITE VISIT will be held at 10:00am on Thursday, January 5, 2017. Participants will meet in the lobby of The Jail, 2526 New Calhoun Hwy., Rome, GA 30161. Site visit will follow. Bids will not be accepted from contractors not attending this meeting.

The work is to be let in one contract, and shall conform in all respects to the Specifications contained in bid package which are available for review in the office of the Purchasing Director of the Board of Commissioners of Floyd County, which is also the office of the undersigned, and said specifications, general conditions and drawings, are open to the inspection of the public.

All forms, certifications and compliance documents required by Floyd County must accompany each bid. Including, but not necessarily limited to, compliance with the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et. seq. Contractor must complete and submit with bid, the Contractor Affidavit under OCGA 13-10-91(b)(1) included with contract documents. Be advised that bid will not be read or accepted if this document is not submitted at time of bid.

Bids must be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the bid. All bonds must be signed or countersigned by a Georgia Resident Agent.

A Payment and Performance Bond in the amount of 100% of the total contract will be required from the successful Contractor/Provider within fourteen calendar day from notice of award.

Complete sets of documents, construction specifications and drawings may be requested by email lamn@floydcountyga.org at the GPR https://ssl.doas.state.ga.us/PRsapp/PR_index.jsp , or the Floyd County Website www.romefloyd.com search 17-0126.

The right is reserved to the Board of Commissioners of Floyd County, Georgia to delay the award of the Contract for a period not to exceed sixty (60) days from the date of opening of bids, during which time bids shall remain open and not subject to withdrawal. The right is also reserved to the Board of Commissioners of Floyd County, Georgia to reject any and all bids and to waive any and all technicalities or informalities. Any contract executed pursuant to this notice shall be binding upon the Board of Commissioners of Floyd County, Georgia, as such, but will not create a liability expressed or implied, against any members of the Board of Commissioners of Floyd County, the Chairman of the Board, or employee of said County, in his or her individual capacity.

Equal Opportunity Employer

**FULL BID PACKAGE MUST BE RETURNED IN SEALED PACKAGE
CLEARLY MARKED SEALED BID
JAIL ELEVATOR
FLOYD COUNTY GEORGIA
JANUARY 26, 2017 2:00PM
BID # 17-0126**

NANCY LAM, CPPB, CPPO
PURCHASING DIRECTOR

INSTRUCTIONS TO BIDDERS

1.1 PROJECT LOCATION AND WORK SCHEDULE

The Work will be performed at the following location: Floyd County Jail, 2526 New Calhoun Hwy, Rome, GA 30161.

Equipment and material for the project will be stored at contractor's site, or owner designated location on site, until such time that equipment is to be installed.

1.2 BID SUBMISSION

- A. See Invitation to Bid for information on when and where bids will be received.
- B. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- C. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform the work as described in the Invitation to Bid.

1.4 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

1.5 DEFINITIONS

- A. Bidding Documents: Plans and specifications supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, and bid securities identified. Bidding documents may also include additional stipulations required by Floyd County included in the Invitation to Bid Package such as, but not limited to, Contractor Affidavit (E-Verify), and W-9.
- B. Contract Documents: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form for completion of the work as outlined in the Contract Documents.

1.6 BIDDING DOCUMENTS IDENTIFICATION

- A. The Bid Documents are identified as:
 - 1. Invitation to Bid with required forms
 - 2. Instructions to Bidders

3. Bid Form (with supplements)
4. Project plans
5. Project specifications

1.7 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Partial sets of Bidding Documents will not be issued.
- C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.8 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify Engineer if documents are incomplete. Immediately notify Engineer upon finding discrepancies or omissions in Bidding Documents.

1.9 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Nancy Lam, at the office of the Purchasing Director; email questions to lamn@floydcountyga.org or mail to Purchasing Office. Verbal answers are not binding on any party.
- B. Submit questions no later than **2:00PM January 11, 2017**, questions received after this time may or may not be addressed. Replies will be made by Addenda. Addenda may be issued at any time during bidding period. Addenda will be sent to all known Bidders and Owner. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.10 PRODUCT SUBSTITUTIONS

- A. See Section 01000 "General Requirements" for Product substitution procedures.

1.11 SITE EXAMINATION

- A. Contact Owner to schedule a time to examine Project site before submitting a Bid. Known Bidders will be contacted about scheduled Contractor walk-throughs, or schedule will be set in the Invitation to Bid. Participation in formal pre-bid meetings are considered mandatory.

1.12 SUBMISSION PROCEDURE

- A. Submit two copies of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside.

1.13 BID INELIGIBILITY

- A. Bids that contain irregularities of any kind may be declared unacceptable at Owner's discretion.

1.14 SECURITY DEPOSIT

- A. Bid Bond - 5% of total bid

1.15 PERFORMANCE ASSURANCE

- A. 100% Payment and Performance Bond

1.16 CONTRACTOR QUALIFICATIONS

- A. Bidders must submit the following information to qualify:
1. List of comparable projects completed within the last 3 years to include contact information.
 2. Proof of general liability insurance policy.
 - a. The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury and \$500,000 per occurrence/aggregate for property damage.
 - b. Said general liability policy shall name Floyd County Commissioners as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to the Owner. Certificates of coverage as required by this section shall be delivered to the Owner within 14 days of execution of contract.

1.17 BID FORM SIGNATURE

- A. Sign Bid Form as follows:
1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 3. Corporation: Signature of duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
 4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.18 ADDITIONAL BID INFORMATION

- A. Bidders are required to complete the following Bid Form Appendices and submit with Bid.
1. Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.
 2. Contractor is responsible for all required permits and licenses.

1.19 BID OPENING

- A. Bids will be opened immediately after time for receipt of Bids. Bidders may be present, but attendance is not required.

1.20 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 calendar days after bid closing date.

1.21 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.

END OF DOCUMENT

Summary/Background

The Floyd County Jail (**FCJ**) is currently rated as an 820 bed facility, has housed more than a thousand inmates on occasion, and is listed as the 7th largest Jail in the State.

The **FCJ** is mandated by Federal and State Laws to provide a myriad of services to all inmates housed within the 256,000 Sq. Ft, multi-level facility. These services include Emergency Medical Rescue, Incident Response to Quell Inmate Disturbances, Officer/Safety Response, and other Critical - Operational Services, which must be provided throughout the facility on a 24/7 basis such as Non-Emergency Medical and Psychiatric Services, Laundry Services, Meal Services, Legal Services, Religious Services, Maintenance Services and more.

Each of these services are heavily dependent on our ability to perform continuous **vertical transportation** of personnel, equipment and supplies between the jail's upper-main level floors/housing areas and the jail's lower – level floors/housing areas. This is currently accomplished through the utilization of a single 4500 LBS Capacity, hydraulic elevator, which is in operation twenty-four (24) hours a day, seven (7) days a week. This sole existing elevator has been doing the work of two (2) elevators since it was first installed over two (2) decades ago in 1996 during the construction of the new jail-addition at that time.

Originally in “1996,” the 256,000 square foot – multi-level jail addition was designed to utilize two (2) Hydraulic Elevators to facilitate jail operations and activities.

For reasons presently unknown, a decision was made after the two (2) initial elevator shafts were completed in “1996” to only install one (1) elevator and the other elevator shaft was blocked in, sealed off and left completely bare.

As previously stated, this resulted in double duty for the existing elevator, which has sometimes resulted in work-flow disruptions during jail operations such as feeding, laundry operations, visitation, med-call, maintenance/sanitation, inmate work details and etc. In other words, since there is only one elevator, simultaneous operations are sometimes very difficult.

Furthermore, due to the extreme over-stressed work-load on the one (1) elevator, there has been mechanical difficulties on occasion, which resulted in unforeseen failures including complete shutdown. During these times and with no back-up elevator to use, all vertical transportation operations between floors have to be accomplished manually via multiple steep concrete stairways. This has been particularly problematic during times of Inmate medical emergencies and emergency response to suicide attempts by inmates on the jail's lower levels. Feeding and laundry operations are also greatly affected during these times.

The normal life-cycle expectancy for an elevator similar in design and specifications to the jails, is twenty to twenty five years. After that time span passes, an elevator usually requires modernization or even replacement. **Since our facility operates 24/7, the jail elevator actually experiences three years of operation during each calendar year.**

Thus, the MOWREY elevator currently serving the facility has technically been in use for approximately sixty (60) years. This equates to already having out-lived its rated life-cycle expectancy by more than thirty (30) years. The jail's MOWREY elevator has proven beyond question to be extremely reliable and continues to provide vertical transportation to the jail on a daily basis, even though it is in serious need of being rebuilt and modernized.

SPECIFICATION

Provide and install in existing shaft “One (1) Mowrey 4500 LB Holeless Hydraulic Elevator” per manufactures specification. Contractor is responsible for all licenses and inspections to comply with local, state and federal codes.

- A) This section specifies required work to complete the “Turn-Key” Purchase and Installation of “One (1) Mowrey 4500 LB Holeless Hydraulic Elevator.”
- B) Elevator work includes but is not limited to:
 - 1) One (1) Commercial, standard holeless hydraulic passenger elevator.
 - 2) Elevator car and hoistway signal equipment.
 - 3) Operation and control systems, including interface to Morpho Bio-Metric Security device (Owner Supplied) similar to existing MOWREY Elevator Control System.
 - 4) Accessibility provisions for physically disabled persons.
 - 5) Engineering, equipment, labor, machines, control systems, utilities, devices and accessories as required for safely operating the specified elevator at rated speed with rated capacities.
 - 6) Purchase, delivery, staging, hoisting and complete turnkey installation of new MOWERY Elevator including all associated equipment, utilities, cables, parts and miscellaneous supplies .
 - 7) Hoistway, pit and machine room barricades for safety as required.
- C) Required hoisting, hoisting permits and coordination and/or permits with local jurisdictions and the State of Georgia as required.
- D) Required permits and coordination and/or permits with local jurisdictions, Office of Safety and Fire Commission and the State of Georgia as required.

SECTION 14240 - HYDRAULIC ELEVATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following hydraulic elevator:

- 1. Holeless Commercial 4500LB Passenger elevator.

- B. Related Sections: The following sections contain requirements that relate to this Section:

1.3 DEFINITIONS

- A. Hydraulic elevator is hereby defined to include systems in which cars are hoisted either directly or indirectly by action of hydraulic cylinders: with other components of the work including fluid storage tank, pump, piping valves, car enclosures, hoistway entrances, control systems signal equipment, guide rails, electrical wiring, roping, buffers, and devices for operating, dispatching, safety, security, leveling, alarm, maintenance, and similar required performances and capabilities.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specifications Sections.
- B. Product Data for each principal component or product of each elevator, including certified test reports on required testing. Indicate capacities, sizes, performance and operating characteristics, features of control system, finishes, and similar information. Indicate any variations from specified requirements.
- C. Shop Drawings including dimensioned drawings showing plans, elevations, sections and large-scale details indicating service at each landing, coordination with building structure and relationships with other construction, and details of car enclosures and hoistway entrances. Including elevator diagrams to indicate elevator service to each level and include mounting requirements for hydraulic cylinders.
- D. Wiring diagram-detailing wiring for power, signals and control systems.
- E. Maintenance Manuals: Bound manual for elevator with operating and maintenance instructions, parts listing, recommended parts inventory listing, purchase source listing for major and critical components, emergency instructions, and similar information.
- F. Certificates and Permits: Provide Owner with copies of all inspection/acceptance certificates and operating permits as required by governing authorities to allow normal, unrestricted use of the elevators.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage the elevator manufacturer or an installer approved by the elevator manufacturer and who has completed elevator installations similar in material, design, and extent to that indicated for Project which have resulted in installations with a record of successful in service performance.
- B. Regulatory Requirements: In addition to local governing regulations, comply with applicable requirements of ASME/ANSI A17.1, Safety Code for Elevators and Escalators (*hereafter referred to as the "Code").

1.6 WARRANTY

- A. Special Project Warranty: Provide special project warranty, signed by Contractor, Installer, and Manufacturer agreeing to replace repair, or restore defective materials and workmanship of elevator work during warranty period. This warranty shall be in addition to, and not a limitation of, other rights the Owner may have against the Constructor under the Contract Documents.
 1. "Defective" is hereby defined to include, but no by way of limitation, operation or control system failures, performances below required minimums, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, and abnormal noise or vibration.
 2. Warranty period is 12 months starting on date of Substantial Completion.

1.7 MAINTENANCE SERVICE

Initial Maintenance Service: Provide full maintenance service by skilled, competent employees of the elevator installer for period of 12 months following Date of Substantial Completion. Include monthly preventive maintenance performed during normal working hours. Include repair or

replacement of worn or defective parts or components and lubricating, cleaning, and adjusting as required for proper elevator operation in conformance with specified requirements. Include 24-hours-per-day, 7-days-per-week emergency callback service. Exclude only repair or replacement due to misuse, abuse, accidents, or neglect caused by persons other than personnel.

- A. Continuing Maintenance Service: Installer shall provide a continuing maintenance proposal to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date construction contract maintenance requirements is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

1.8 ELEVATOR REQUIREMENTS

- A. Provide the following requirements.

1. Quantity and type: One holeless hydraulic
2. Capacity: 4500 LBS
3. Speed: 125 FPM
4. Travel: 18'-0"
5. Stops: Two
6. Openings: Two in line
7. Power: 208 V. 3 PH
8. Operation: Simplex
9. Front wall (Return panels): No. 4 satin stainless steel
10. Side and rear wall panels: No. 4 satin stainless steel
11. Handrails: Round satin stainless steel, No. 4 finish on rear wall
12. Door Sills: Aluminum
13. Door faces (interior): No. 4 satin stainless steel
14. Ceiling: Prismatic light diffuser panels with LED lighting
15. Hoistway Entrances: 48 X 84 2-speed

PART 2- PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include

1. MOWREY Elevator

2.2 Materials And Components

- A. General Requirement: Provide manufacturer's standard pre-engineered elevator systems that will comply with or fulfill the requirements of these specifications or, at manufacturer's option, provide custom-manufactured elevator systems that will fulfill requirements. Where components are not otherwise indicated, provide standard components published by manufacture as included in standard pre-engineered elevator systems and as required for complete system.

- B. Hydraulic Machines and Elevator Equipment: Provide manufacturers standard commercial hydraulic holeless elevator as specified elsewhere in this document, with pump-tank-control-system equipment in machine room as indicated.
- C. Piping: Provide size, type, and weight piping recommended by manufacture, and provide isolation couplings to prevent sound/vibration transmission from power unit.
- D. Inserts: Furnish required concrete inserts and similar anchorage devices for the installation of guide rails and machinery.
- E. Car Frame and Platform: Manufacturer's standard welded steel units.

2.3 SIGNAL EQUIPMENT

- A. General: All signal equipment including car stations, hall stations, position indicators and lanterns shall operate by serial link communications. Provide signal equipment for elevator to comply with requirements indicated below.
 - 1. Hall-call (Morpho Bio-Metrics provided by owner-Fingerprint + Pulse)) and car-call pushbuttons will be the vandal link type.
 - 2. Exposed surfaces of stainless steel with # 4 satin finish.
 - 3. Car Control Stations: Provide car control station in car with flush-mounted metal faceplate containing call button for each landing served and other buttons, switches, and controls required for specified car operation and control. Mount at height complying with ASME/ANSI A117.1. Mount in return panel adjacent to car door. Provide operation device symbols as required by Code. Mark other buttons and switches with manufacturers standard identification for required use or function.
 - 4. Car Position Indicator: For Passenger elevators car, provide either illuminated-signal type or digital- display type, located near top of each car or in car control station. Include direction-of next signal if not provided in car control station.
 - a. In addition to visual indicator, provide audible voice announcer to indicate to passengers the car position and direction of travel.
 - 5. Hall Push-Button Indicator: Provide hall push-button station at each landing for elevator. (Morpho Bio-Metrics as specified and provided by owner to be installed and interfaced by Contractor)
 - 6. Telephone: Provide rough-in for telephone hand set in each car, contained in flush-mounted cabinet and complete with identification and instructions for use.
 - 7. Alarm System: Provide emergency alarm bell properly located with building and audible outside hoistways, equipped to sound automatically in response to emergency stops and in response to "Alarm" button on each car control station.
 - 8. Elevator Cab signage: Provide signage in cab prohibiting smoking in elevator cab at all times.

2.4 MICROPROCESSOR CONTROLLER

1. Provide a “state of the art” microprocessor based controller. All connections to signal fixtures/pushbuttons shall be via serial communication. Diagnostics shall be by a visual display. Controller shall have built in capacity for remote monitoring via modem without any modifications.
2. Door operator shall be closed loop microprocessor type that communicates with the main control panel via serial link.
3. Motor starter shall be solid state “soft start” type.

2.5 PASSENGER ELEVATOR CAR ENCLOSURES

- A. General: Provide manufacturer’s standard pre-engineered car enclosures of the selections indicated. Include ventilation, lighting, ceiling finish, wall finish, access doors, doors, power door operators, sill (threshold), trim, accessories, and floor finish. Provide horizontal sliding doors of manufacturer’s standard protective edge trim system for door and wall panels, except as otherwise indicated.
1. Materials and Fabrication: Provide selections as indicated for each car enclosure surface; provide manufacturer’s standards, but not less than the following:
 - a. Stainless Steel: AISI Type 302/304 with No. 4 satin finish.
 - b. Aluminum Sills: Cast or extruded aluminum, with grooved surfaces, 1/4-inch thickness, mill finish.
 - c. Satin Stainless Steel Panels:
 - d. Satin Stainless Steel Door Finish.
 - e. Fabricate car door frame integrally with front wall of car.
 - f. Fabricate car with recesses and cutouts for signal equipment.
 - g. Luminous Ceiling: LED light fixtures and prismatic light diffuser ceiling panels with aluminum frame complying with flammability requirements.
 - h. Finished flooring by Contractor to be similar to flooring in existing MOWREY Elevator.

2.6 PERSONAL PROTECTIVE DEVICES

- A. Handrails: Provide manufacturer’s standard stainless steel handrails on back wall.
- B. Door Edge Protective Device: Provide proximity type door protection devices.

2.7 PASSENGER HOISTWAY ENTRANCES

- A. General: Provide manufacture’s standard, pre-engineered, hollow metal type, sliding, door-and frame hoistway entrances complete with track systems, hardware, safeties, sills, and accessories. Match car enclosure doors for size and door panel movement. Provide frame-section size and profile to coordinate with hoistway wall construction as indicated.
- B. Materials and Fabrication: Provide selections indicated that comply with manufacture’s standards, but not less than the following:
1. Stainless Steel Frames: Formed stainless steel sheet, AISI Type 302/304 with No. 4 satin finish.
 2. Satin Stainless Steel door panels.
 3. Aluminum Sills: Extruded aluminum, with grooved surface, 1/4-inch thickness, mill finish.

PART 3-EXECUTION

3.1 EXAMINATION

- A. Prior to commencing elevator installation, examine hoistways, hoistway openings, pits, and machine rooms, as constructed; verify all critical dimensions and examine supporting structure and all other conditions under which elevator work is to be installed. Notify Contractor in writing of any dimensional discrepancies or other conditions detrimental to the proper installation or performance of elevator work. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.2 INSTALLATION OF ELEVATOR SYSTEM

- A. General: Comply with manufacturer's instructions and recommendations for work required during installation.
- B. Install hydraulic cylinder units plumb and accurately for elevator car position and travel; anchor securely in place.
- C. Welded Construction: Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.
- D. Coordination: Coordinate elevator work with work of other trades for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by Contractor to ensure dimensional coordination of the work.
- E. Sound Isolation: Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent transmission of vibrations to structure and thereby to eliminate sources of structure-borne noise from elevator.
- F. Install piping without routing underground, where possible. Where not possible, cover underground piping with permanent protective wrapping before backfilling.
- G. Lubricate operating parts of systems, including ropes, if any, as recommended by manufactures.
- H. Alignment: Coordinate installation of hoistway entrances with installation of elevator guide rails for accurate alignment of entrances with cars. Where possible, delay installation of sills and frames until car is operable in shaft, Reduce clearances to minimum, and safe, workable, dimension at each landing.
- I. Leveling Tolerance: $\frac{1}{4}$ inch, up or down, regardless of load and direction of travel.
- J. Set sills flush with finished floor surface at landings. Coordinate with other trades to facilitate and ensure proper grouting of sills.

3.3 FIELD QUALITY CONTROL

- A. Acceptance Testing: Upon nominal completion of elevator installation, and before permitting use of elevator (either temporary or permanent), perform acceptance test as required and recommended by Code and by governing regulations or agencies.
- B. Advise Constructor, Owner, Architect and inspection department of governing agencies in advance of dates and times test are to be performed on elevators.

3.4 PROTECTION

- A. At time of Substantial Completion of elevator work (or portion thereof), provide suitable protective coverings, barriers, devices, signs, or such other methods or procedures to protect elevator work from damage or deterioration. Maintain protective measures throughout remainder of construction period.

3.5 DEMONSTRATION

- A. Instruct Owner's personnel in proper use, operations, and daily maintenance of elevator. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies. Train Owner's personnel in normal procedures to be followed in checking for sources of operational failures or malfunctions. Confer with Owner on requirements for a complete elevator maintenance program.
- B. Make a final check of elevator operation with Owner's personnel present and just prior to date of Substantial Completion. Determine that control systems and operating devices are functioning properly.

END OF SECTION

Contractor is also responsible for but not limited to the following:

- Ensure hoistway is properly framed and enclosed and meets all legal requirements.
- Ensure machine room meets all legal requirements and codes and is adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain an ambient temperature per manufacture's minimum and maximum temperature requirements.
- Ensure existing pit is of proper depth, width, length and provided with sump pump, lights, access doors and water proofing as required.
- Adequate supports and foundations to carry the loads of all equipment including supports for guide rail brackets and machine beams or overhead sheaves (if furnished).
- Divider beams at suitable points shall be provided for guide rail bracket support (if adjacent hoistways are utilized). (Seismic 1 requirements unless otherwise specified).
- All sill supports and sill recesses. Grouting of door sills and door frames.
- Provide removable temporary enclosures or other protection from open hoistways during the time the elevator is installed.
- Proper trenching and backfilling for any underground piping or conduit.
- Cutting of walls, floors, etc. and removal of such obstructions as may be necessary for proper installation of the elevator.
- Setting of anchors and sleeves. Pocket or blackouts for signal fixtures.
- All fire caulking required to maintain fire rating.
- Suitable connections from the power mains to each controller or starter as required, including necessary circuit breakers and fused mainline disconnect switches.
- Wiring to controller for car lighting and ventilation.
- Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply.
- Wiring and conduit from life safety panel or any other monitor station to elevator machine room.
- A means to automatically disconnect the main line power supply to the elevator prior to the application of water in the machine room will be furnished by the electrical contractor. This means will not be self - resetting.
- Heat and smoke sensing devices at elevator lobbies on each floor with electrical conductors terminating at a properly marked panel in the elevator machine room.
- Telephone connection to elevator controller (remote diagnostics – no fixture).

- All painting, except as otherwise specified.
- Temporary elevator service prior to completion and acceptance of complete installation.
- Materials for adequate protection from damage to elevator.
- Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes.
- Finished Flooring by Contractor to be similar to existing elevator.
- Contractor will provide all clean-up crews and will handle all clean-up operations, including CMU waste and other haul-off.
- Full time supervision for the duration of general construction, elevator installation and any work by others.
- Furnishing, installing and removal after project completion, temporary dust walls.
- Relocation or addition of fire sprinkler heads in the shaft as required by code.
- Provide new hydraulic pump to include installation and wiring.
- Provide and install new smoke heads and heat detectors to meet code requirements. Include a shunt trip breaker for new elevator and include normally open dry relays from/for machine room, main floor, alternate floors and shaft.
- Other materials, work and drawings as required.

00410 – BID FORM

To: Floyd County, Georgia
12 East 4th Avenue, Suite 106
Rome, GA 30162

Project: Jail Elevator

Date:

Submitted by:
(full name and address)

1.22 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by Floyd County for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Price of:

Provide and install "Turnkey" Elevator \$_____

1.23 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within fourteen (14) days of receipt of Notice of Award.
- Commence work within fourteen days after written Notice to Proceed. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.24 CONTRACT TIME

If this bid is accepted, we will complete the Work according to the stated Work Schedule.

1.25 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # Dated

Addendum # Dated

Addendum #.....Dated.....

1.26 APPENDICES

A List of Subcontractors is appended hereto and identified as Appendix A.

1.27 BID FORM SIGNATURES

The Corporate Seal of

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

APPENDIX A - LIST OF SUBCONTRACTORS

The following is the list of Subcontractors referenced in the Bid Form submitted by:

(Bidder)

Dated and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

WORK SUBJECT	NAME

FORMS

FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
12 EAST 4TH AVE. SUITE 106
ROME, GA 30161

(706) 291-5118

FAX (706) 290-6099

BIDDERS INFORMATION

Date of Bid: _____

Bid Name: _____

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

_____ % Discount _____ Calendar Days net _____ (discounts will apply if Procurement Card is accepted).

Procurement Card: Will you accept the VISA Procurement Card for this order? _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that 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 this bid and certify that I am authorized to sign this bid for the bidder.

This _____ Day of _____, 201_____

Prices to remain firm for Sixty (60) calendar days or _____ calendar days after date of opening. Vendor MUST initial here: _____.

Bidder Information
(Type or Print)

Name and Mailing Address
of where to send payments

Name of Company

Name of Company

Address

Address

City, State Zip Code

City, State Zip Code

() _____
Phone Number

() _____
Phone Number

() _____
Fax Number

Federal ID #

Email _____

Name and Title of Person
authorized to Sign

Name

Title

Signature

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 Floyd County Georgia 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 an 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:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____ in 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of FLOYD COUNTY, GA 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

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

Executed on _____, ____ in 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

BIDDERS 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 may be withdrawn by requesting such withdrawal in writing at any time PRIOR TO DATE AND TIME OF BID OPENING but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

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

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Authorized Representative: _____

Signature: _____

Date: _____



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

ATTACHMENT

**FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a subVendor to work in a drug-free workplace shall secure from that subVendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (subVendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the subVendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Floyd County Board of Commissioners P.O. Box 946 Rome, GA 30161
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : :
or
Employer identification number :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SAMPLE AGREEMENT

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between FLOYD COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA (“Owner”) and _____ (“Contractor”).
Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows.

ARTICLE 2 – Work is generally described as follows: Turn-Key Purchase and Installation of “One (1) Mowrey 4500 LB Holeless Hydraulic Elevator” per specifications and drawings provided in bid documents of 17-0126.

ARTICLE 3 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Provide and install to all manufacturers specifications “One Mowrey 4500LB Holeless Hydraulic Elevator” to meet all local, state and federal codes.

ARTICLE 4 – ENGINEER

4.01 The Project has been designed by Floyd County. The Owner will designate a Project Manager to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within _____ calendar days after the Notice to Proceed is issued, and completed and ready for final payment within _____ calendar days after the date the Notice to Proceed is issued. Calendar days do not include documented inclement

weather delays, which will be calculated prior to the end of the project and may result in an extension.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 A preliminary Schedule of Values for all of the Work will be submitted. This will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- 5.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.02.A below:
- A. For all Work included in base bid, a sum of: \$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided herein. Floyd County's normal payment cycle is 30 days from invoice date. A retainage of 10% will be withheld from each payment.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less 100 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work Owner shall pay the remainder of the Contract Price

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Invitation to Bid # 17-0126
3. Addenda
4. Payment and Performance Bonds
5. Contractor's Bid Package
6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives, which must be in writing and approved in advance by Floyd County Manager and/or Board of Commissioners.
 - b. Change Orders, which must be in writing and approved in advance by Floyd County Manager and/or Board of Commissioners. Any change orders requested by the contractor has to be approved in writing by Floyd County and change orders requested by Floyd County shall be approved in writing by contractor. If either contractor or Floyd County does not approve the change order, the reasons therefore shall be put in writing.

B. There are no Contract Documents other than those listed above in this Article 8.

ARTICLE 9 – MISCELLANEOUS

9.01 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.05 *Mediation/Arbitration*

- A. The parties agree to attempt to resolve any dispute by first using the Engineer as a mediator to resolve any dispute. If this is unsuccessful, the parties shall engage by agreement an Attorney Certified Mediator and engage in mediation, and shall split the costs thereof unless otherwise agreed to in mediation. If mediation is not successful, either party may initiate arbitration in accordance with the American Arbitration Association ("AAA") conducted in Floyd County, Georgia. Whenever an arbitratable dispute arises the parties shall use their best efforts to agree upon an independent third-party arbitrator within fourteen (14) days with due regard in the selection process for the nature of the dispute and the circumstances regarding same. In the

event the parties are unable to agree on the selection of such an arbitrator, either party may then submit the dispute to the AAA for arbitration in accordance with the Rules then in effect before an arbitrator selected by petition to the AAA. Judgment upon the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction.

SAMPLE

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

FLOYD COUNTY, GEORGIA

By: _____

By: _____

Larry Maxey

Printed or Typed Name

Printed or Typed Name

Title: Chairman

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: Clerk

Title: _____

Printed or Typed Name

Printed or Typed Name

Address for giving notices:

Address for giving notices:

Floyd County Board of Commissioners
12 East 4th Ave., Suite 209
Rome, GA 30161

License No.: _____
(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

GENERAL TERMS AND CONDITIONS

**FLOYD COUNTY GEORGIA
GENERAL TERMS AND CONDITIONS
INVITATION TO BID**

1. CHANGES: No change will be made to this invitation except by written modification by the County Purchasing Office. **Requests for interpretation or changes must be in writing**, and directed to the Floyd County Purchasing Department lamn@floydcountyga.org and received NO LATER THAN 2:00PM JANUARY 11, 2017. Phone (706) 291-5109 Fax (706) 290-6099. Vendor is responsible for checking for any changes or additions to bid requirements, these will be posted on www.romefloyd.com or https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp under Floyd County.

2. FOB POINT: Bid Price to include shipping, packing, crating, and unloading at address in BID INSTRUCTIONS. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at County's direction.

3. RISK OF LOSS: Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

4. BID ACCEPTANCE TIME: Bids requiring acceptance by the County in less than Sixty (60) calendar days could be rejected, unless so stated on **BIDDER'S RESPONSE PAGE** and accepted by the County.

5. BID IDENTIFICATION: All bids submitted as a result of this invitation must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:
BID NAME AND OPENING DATE.

6. WITHDRAWAL OF BIDS: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of Sixty (60) days after time has been called on the date of opening.

7. BONDS: 5% Bid Bond and 100% Payment and Performance Bond

8. SITE INSPECTIONS: MANDATORY PRE BID JANUARY 5, 2017 10:00AM. Bidders should inspect the sites to ascertain the nature and location of work and the general conditions which could affect the work of the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

9. AWARD OF CONTRACT: Award will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the County; Price and other factors considered. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis **or** individual item basis, whichever is found to be in the best interest of FLOYD COUNTY.

9.1: The vendor, in accepting this contract, attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

10. EXCEPTIONS TO SPECIFICATIONS: Any award 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 should so note on separate page if necessary and/or on the **BID SCHEDULE**. 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 bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.

11. BID RESULTS: Interested parties may review and/or print as read **BID TABULATION** @ www.romefloyd.com or <https://ssl.doas.state.ga.us/PRsapp/PublicBidDisplay> **48 hours after bid opening** information may also be posted on the Ga. Procurement Registry site. lamn@floydcountyga.org

12. PAYMENT: Payments will be made upon all items completed each month or completion of all work and acceptance by county on invoices submitted and approved by the proper county representative within (30) thirty days receipt of invoice unless paragraph 14 applies or unless special circumstances or exceptions are approved by both parties prior to award. Invoices are to be submitted to: Floyd County Purchasing, 12 East 4th Ave., Suite 106, Rome, Ga. 30161

12.1 Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Each invoice including receiving/shipping ticket is to include the following minimum information:

- | | |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County department; |
| 2. Purchase order number; | 6. Item(s) or service |
| 3. Payment terms; | 7. Quantity of each item or service |
| 4. Date of transaction ; | 8. Bid price of each item or service with any discounts |

Invoices received with any of the required information listed above missing may not be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

12.2 Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with Specifications, Quantities, and Price as set forth on the purchase order. A Floyd County employee's signature must appear on the delivery receipt or invoice.

12.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. . A certificate will be furnished if requested. FLOYD COUNTY is exempt from taxes but the successful bidder shall pay all taxes required of him by law and FLOYD COUNTY can not exempt others from tax.

12.4 Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 **ET. SEQ.**).

12.5 Progress payments if approved may be subject to a 10% retainage.

13. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to Floyd County Finance Director (706) 291-5225 or Floyd County, Ga., Attn: Finance Director, P.O. BOX 946, Rome, Georgia 30162

14. DISCOUNTS: Prompt payment discounts offered for a period of less than Fifteen (15) Days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

15. EXECUTION OF CONTRACT: Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed within Ten (10) calendar days of "**NOTICE OF AWARD**" together with the required payment and performance bonds prescribed in Paragraph 7B. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful bidder's proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.

16. CERTIFICATE OF INSURANCE: Successful bidder will be required to furnish a Certificate of Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and \$1,000,000 aggregate for personal injury and \$500,000 per occurrence/aggregate for property damage to protect the County throughout the life of the contract against "**ALL RISKS**". Coverage to include but not limited to General Liability: Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker's compensation and Employer's Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful shall provide at least Five Hundred Thousand Dollars (\$500,000.00) of Garage Liability insurance in addition to the insurance stated above. Required Certificates must be furnished within Ten (10) calendar days of a "**NOTICE OF AWARD**" being issued.

Said general liability policy shall name Floyd County Commissioners as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to the Owner.

17. INCLUSION: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Invitation for Bid will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder's proposal as additional cost items and accepted by the County at the time of the award and/or contract.

18. REGULATORY AGENCIES: Successful bidder will be responsible for all required permits or license required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said Governments or any independent agency recognized by said Governments as publisher of any such regulation (s) or guideline (s).

19. INDEPENDENT CONTRACTORS: The bidder represents to FLOYD COUNTY that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of FLOYD COUNTY and nothing contained in this Invitation for Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

20. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

21. STARTING TIME: Work will commence within stated calendar days after being issued a "NOTICE TO PROCEED" on the project and commence in a routine, orderly manner until completion and acceptance by the County.

22. INDEMNITY: Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless FLOYD COUNTY from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

23. TERMINATION: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation for Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of FLOYD COUNTY, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the FLOYD COUNTY Commission.

24. APPROPRIATION OF FUNDS: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

25. CANCELLATION FOR CAUSE: Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non compliance to the Terms and Conditions of this contract. The other party shall have Fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the Fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of Thirty (30) calendar days following the date of the initial letter of complaint.

26. LIQUIDATED DAMAGES: NOT REQUIRED See Contract Terms and Conditions.

27. ANTI-DISCRIMINATION CLAUSE: "FLOYD COUNTY does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

28. 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 FLOYD COUNTY.

29. CONTRACT ITEMS: Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the county.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.
- * Payment will not be made for any item not covered by this contract unless stated Purchasing Rules and Regulations have been met.

30: CHANGES TO CONTRACT: No change will be made to this contract except by written modification by the Contracts Administrator whose name appears on the cover page. Additional items of same brand and similar product required during the course of the contract, will be provided at like discounts to similar items on contract.

31: PUBLIC RECORDS: The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

PROJECT DRAWING

