



Floyd County Board of Commissioners
Invitation to Bid
(Bid No. 20-0414)

**Replacement of HVAC Units for
Lock and Dam, Alto Park Upper, Alto
Park Lower, Etowah Senior Center,
Anthony Center, Shannon Center,
North Floyd Baseball, North Floyd
Soccer**

Issue Date: March 20, 2020



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

(706) 291-5118

FAX (706) 290-6099

Date Issued: March 20, 2020

Bid Number: 20-0414

INVITATION FOR BIDS

Bid -20-0414

Replacement of HVAC Units at Various County Locations

Rome, Georgia 30161

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, tools, material, equipment and other things necessary to:

**PROVIDE ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS TO REPLACE 23 HVAC UNITS
AT VARIOUS LOCATIONS AROUND THE COUNTY.**

The scope of work for each project is as follows:

- 1. Shannon Recreation Center, 40 Minshew Road NE, Rome Ga. 30161**
Replace a total of 4 units
Currently Carrier Units Carrier units
Second Priority
- 2. Etowah Senior Center, 3125 Kingston Highway, Rome Georgia 30161**
Replace a total of 4 units
Third Priority
- 3. Horace Anthony Center, 2901 Garden Lakes Blvd, NW Rome, Georgia 30165**
Replace a total of 6 units
Fourth Priority
- 4. Lock and Dam Park, 181 Lock and Dam Road SW, Rome Georgia 30161**
Replace a total of 3 units
Fifth Priority
- 5. Alto Park Upper Fields, 1014 Burnett Ferry SW, Rome, Georgia 30165**
Replace a total of 2 units
Sixth Priority
- 6. Alto Park Lower Fields, 1014 Burnett Ferry Road SW, Rom, Georgia 30165**
Replace a total of two units
Seventh Priority

7. **North Floyd Baseball, 102 N Floyd Park Rd, Rome, Georgia 30165**
Replace a total of one unit
Eight Priority
8. **North Floyd Soccer, 102 N Floyd Park Road, Rome, Georgia 30165**
Replace a total of one unit
Ninth Priority

Bids will be received until **2:00PM (local time), on Tuesday, April 14, 2020**, at the office of the **Floyd County Purchasing Director, located in the Floyd County Administration Building, 12 East Fourth Avenue, Suite 106, Rome, Georgia**. Bids will then be publicly read aloud in the office of the Purchasing Director. Late bids will not be accepted. The project is described in the Scope of work provided generally as follows: **“Replace HVAC Units at Various Locations”**.

SITE VISIT Equipment at all parks is accessible during daylight hours and bidders should visit each site on their own. Bidders should verify the equipment to be replaced. The equipment at the Shannon Center are not accessible. **A site visit is mandatory. A pre-bid meeting is scheduled at the Shannon Center on March 31, 2020 at 10:00 AM all interested bidders should be there. Visitors will have the opportunity to inspect the work areas, equipment etc. so as to be familiar with the work conditions.**

The work is to be let in one contract, and shall conform in all respects to the Specifications contained in this 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 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.

Complete sets of documents and information may be downloaded from the Floyd County Website, www.romefloyd.com .**All questions regarding this bid must be sent via email to Bill Gilliland at gillilandb@floydcountyga.org.**

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 or EMAILED TO: BILL GILLILAND at : gillilandb@floydcountyga.org.**

**REPLACEMENT of HVAC UNITS AT VARIOUS LOCATIONS
FLOYD COUNTY GEORGIA**

**April 14, 2020 at 2:00PM
BID # 20-0414**

**By, Bill Gilliland, CPPB,
PURCHASING DIRECTOR**

INSTRUCTIONS TO BIDDERS

1.1 PROJECT LOCATION AND WORK SCHEDULE

The Work will be performed at the following location: Various Locations around Floyd County.

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: Specifications supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, and bid securities identified, if any. 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 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 Purchasing Department if documents are incomplete. Immediately notify Purchasing Department Engineer upon finding discrepancies or omissions in Bidding Documents.

1.9 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Bill Gilliland, at the office of the Purchasing Director; email questions to gillilandb@floydcountyga.org or mail to Purchasing Office. Verbal answers are not binding on any party.
- B. Submit questions no later than **5:00 PM, April 07, 2020**, 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. Mandatory Site visit is required on **March 31, 2020 at 10:00 AM**. Location is **40 Minshew Road NE, Rome Ga. 30161**

1.12 SUBMISSION PROCEDURE

- A. Submit one copy of executed offer on Bid Forms provided, signed and sealed with required security deposit (if required) 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 – None Required

1.15 PERFORMANCE ASSURANCE

- A. None Required

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 \$2,000,000 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

**FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
P. O. BOX 946
ROME, GA 30162
PHONE (706) 291-5118 FAX (706) 290-6099
BIDDERS INFORMATION**

**Date of Bid: 04/14/2020
Bid Name: #20-0414 Replacement of HVAC Various Locations**

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 _____, 202_____

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

<p>Bidder Information (Type or Print)</p> <p>_____</p> <p style="text-align:center">Name of Company</p> <p>_____</p> <p style="text-align:center">Address</p> <p>_____</p> <p style="text-align:center">City, State Zip Code</p> <p>() _____</p> <p style="text-align:center">Phone Number</p>	<p>Name and Mailing Address of where to send payments</p> <p>_____</p> <p style="text-align:center">Name of Company</p> <p>_____</p> <p style="text-align:center">Address</p> <p>_____</p> <p style="text-align:center">City, State Zip Code</p> <p>() _____</p> <p style="text-align:center">Phone Number</p>
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Email _____

Name and Title of Person authorized to Sign

Signature

**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**, gillilandb@floydcountyga.org directed to the Floyd County Purchasing Department and received at least (5) Five Calendar Days prior to the time set for opening of the bids. Phone (706) 291-5118 Fax (706) 290-6099.

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 identifying the Name, Bid #, Date and Time of opening.

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: None Required

8. SITE INSPECTIONS: (If Applicable) 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 **BID TABULATION** @ www.romefloyd.com **24 hours after bid opening** or request a tabulation from Randy Self at selfr@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. 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 cannot 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.**).

13. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to Accounts Payable (706) 291-5113 or Floyd County Commissioners, Attn: Accounts Payable, 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 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. The Certificate must be furnished within Ten (10) calendar days of a “**NOTICE OF AWARD**” being issued.

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: NONE

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: LOCATION FOR DELIVERY OF GOODS OR EQUIPMENT: Per Purchase Order, Contract or as noted below:

32: Bid Submissions: Complete and return all forms attached with Bid Documents.

- ___ Bidder Declaration Page
- ___ Certificate of Non Discrimination
- ___ Certificate of Non-Collusion
- ___ Drug Free Work Place Certificate
- ___ Contractor Affidavit (AKA E-Verify)
- ___ W-9
- ___ Specification Acknowledgment
- ___ Bid Page(s)
- ___ Addendum Acknowledgements (If Issued)



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 **2:00 PM, April 14, 2020** 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: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____



CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER _____

SIGNATURE _____

TITLE _____



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:	



**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 sub-Vendor to work in a drug-free workplace shall secure from that sub-vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub-Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor’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: _____



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 202__ 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 _____, 202__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)



SAVE COMPLIANCE AFFIDAVIT

O.C.G.A § 50-36-1(e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Rome, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United State citizen.
- 2) _____ I am a legal permanent resident of the United States
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.
My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

NOTARY PUBLIC

My Commission Expires:

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____</p> <p>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.)</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

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 generally 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 instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

- By signing the filled-out form, you:
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, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Summary/Background

Twenty-Three (23) HVAC Units for various buildings around Floyd County are due for replacement.

The scope of work for each project is as follows:

Provide all labor, tools, equipment and materials necessary to replaces all units as listed in this document.

1. Etowah Senior Center—four (4) Units.
2. Anthony Center--- Six (6) Units.
3. Lock and Dam ---Three (3) Units.
4. Upper Alto---Two (2) Units.
5. Lower Alto---Two (2) Units.
6. Shannon Center---- Four (4) Units.
7. North Floyd Baseball---One (1) Unit
8. North Floyd Soccer----One (1) Unit

Bidders should provide a complete turnkey system that include, thermostatic controls similar to as is currently installed and all unit components that provide a complete operating system.

1. At a minimum, work hours will be available from 8-5 daily
2. All park building are accessible with the exception of the Shannon Center and will be open daily and steps should be taken to insure that work zones are clearly marked with barrier tape so that visitors cannot enter the work areas.
3. The Bidders must provide the brand name, model number and technical specifications of all products being supplied as part of this bid.
4. The contractor should provide a copy of warranty information for each unit. provided.
- 5.The contractor should provide all technical data and maintenance information for the units to be provided.
6. Work area must be kept clean at all times.

7. Terms are Net 30

BID FORM

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

Project: Replacing and installing HVAC Units for Various Buildings

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 ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS TO REPLACE HVAC SYSTEMS FOR VARIOUS LOCATIONS AROUND THE COUNTY.

TOTAL COST: \$ _____

Individual Unit cost must be entered on the Spread Sheet Provided.

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.

Please Attach a Business Card for Contact:

CURRENTLY INSTALLED	TYPE INSTALLED	BRAND & MODEL NUMBER BIDDING	TONAGE	PRICE
ETOWAH SENIOR CENTER				
GSC1306003AC	GAS HEAT			\$
2AC13L60P-1A	GAS HEAT			\$
AC10B60T	GAS HEAT			\$
GSC130303AC	GAS HEAT			\$
ANTHONY CENTER				
TTB060C100AD	GAS HEAT			\$
TTB060C100AD	GAS HEAT			\$
TTB060C100AD	GAS HEAT			\$
TTB060C100AD	GAS HEAT			\$
TTB060C100AD	GAS HEAT			\$
WILSON ROOM - HAC060AKA3	GAS HEAT			\$
LOCK & DAM				
House - NAC036AKA1	PROPANE HEAT			\$
Bath House - 2HP13L24P-1A	HEAT PUMP/ELECTRIC HEAT			\$
Back of Store - NHP030AKA1	HEAT PUMP/ELECTRIC HEAT			\$
CURRENTLY INSTALLED	TYPE INSTALLED	BRAND & MODEL NUMBER BIDDING	TONAGE	PRICE
UPPER ALTO				
GSH130601AB	HEAT PUMP/ELECTRIC HEAT			\$
GSH130601AB	HEAT PUMP/ELECTRIC HEAT			\$
LOWER ALTO				
HP10B60	HEAT PUMP/ELECTRIC HEAT			\$
HP10B60	HEAT PUMP/ELECTRIC HEAT			\$
SHANNON CENTER				
TWA090A300FB	HEAT PUMP/ELECTRIC HEAT			\$
TWA090A300FB	HEAT PUMP/ELECTRIC HEAT			\$
2A6C0072A300AB	HEAT PUMP/ELECTRIC HEAT			\$
SCOUT HUT - PC060-1A				
NORTH FLOYD BASEBALL				
HP10B-30PA	HEAT PUMP/ELECTRIC HEAT			\$
NORTH FLOYD SOCCER				
HP10B-30PA	HEAT PUMP/ELECTRIC HEAT			\$
		TOTAL BID PRICE: \$		
		EXPECTED INTSALLATION DATE:		

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