



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

July 24, 2020

Subject: Invitation to Bid #1851-B: New Chiller for the Library

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for a new chiller for the library. You are invited to submit a bid in accordance with the information contained herein.

A mandatory pre-bid conference will be held at 9:00am, Thursday, August 6, 2020, at Fayette County Public Library, 1821 Heritage Park Way, Fayetteville, Ga. 30214. This will be an opportunity to take measurements, voice all questions, concerns and comments about this Invitation to Bid and have them addressed. Companies that attend will be invited to submit bids.

Questions concerning this invitation to bid should be addressed to Ted Crumbley, Buyer and Contracts Coordinator, in writing via email to tcrumbley@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 3:00 pm on Tuesday, August 11, 2020.

Please return your bid to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Bid Number: 1851-B
Bid Name: New Chiller for the Library

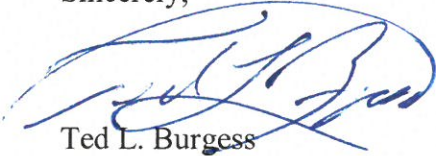
Your envelope *must* be sealed, and should show your company's name and address.

Bids will be received at the above address until 12:00 p.m., Tuesday, August 18, 2020 in the Purchasing Department, Suite 204. For bids that you may drop off in person, there will be a large metal parcel drop box located outside the front door of the Purchasing Department, Suite 204, in the county complex at 140 Stonewall Avenue West, Fayetteville, Georgia. You must place your bid in the drop box no later than 12:00 p.m. on Tuesday, August 18, 2020. Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered. A virtual bid opening will be held at 3:00 p.m. on that day in the Board of Commissioners public meeting room.

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ted L. Burgess', written over a circular scribble.

Ted L. Burgess
Director of Purchasing

Invitation to Bid #1851-B: New Chiller for the Library

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful bidder.” The term “county” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing by the date indicated in the invitation to bid cover letter. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county’s website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder’s company name,
 - b. The bid number, which is #1851-B, and
 - c. The bid name, which is **New Chiller for the Library**

Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, to:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214
Attention: Contract Coordinator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County. Late bids cannot be accepted.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
14. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.

15. **Samples:** When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
16. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
17. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
18. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
19. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
20. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the county may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.

21. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

22. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.
23. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
24. **Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the

Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

25. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
26. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
27. **Building Permits:** A Standalone Mechanical Permit with Electrical will be required. Work performed for the county requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
28. **Unauthorized Performance:** The county will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
29. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the county.
30. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.
31. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is

unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

32. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
33. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
34. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
35. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
36. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
37. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

ITB #1851-B: NEW CHILLER FOR THE LIBRARY

INTRODUCTION

Fayette County is seeking bids from qualified contractors to remove the existing chiller and install a new air cooled chiller at the Fayette County library located at 1821 Heritage Parkway, Fayetteville, Georgia. Work is to include supplying a new chiller, removing the existing chiller and installing a new chiller that is BacNet MS/TP ready. A schedule of work will be required upon completion of award to the contractor. The Library has agreed to close Wednesday - Friday on the week of installation as needed for the work to be completed. The Library will need time to post the closing before the scheduled date.

Approved product named in specifications are pre-qualified, but are not intended to exclude from consideration an equivalent product of a financially sound, established manufacturer that meets or exceeds all specified requirements and contract conditions.

Specifications:

80-ton Trane air cooled chiller (CG-PRC017Q-EN)

Dimensions of chiller: 88.2W x 143.1L x 92.5H

Refrigerant: R410A

Power: 460-3-60.0

Non-fused Disconnect switch with lockable handle

TEAO fan motors

¾ inch thick insulation on evaporator

Service isolation valves

High/Low ambient kit

Louvered Enclosure panels

SCOPE OF WORK

- Contractor shall adhere to all OSHA and applicable local standards for lockout and tag out procedures.
- Refrigerant Recovery: Reclaim and dispose of refrigerant per EPA requirements.
- Cordon off construction area with raising and lowering of equipment.
- Remove and properly dispose of existing chiller and all ancillary equipment and materials. Conduct selective demolition and debris removal to ensure minimum interference with facility operations. Do not allow demolished materials to accumulate on site.
- Install new Trane chiller (CG-PRC017Q-EN)

- Contractor is to replace and reconnect chilled water piping and electrical service to chiller.
- Contractor is to provide a new strainer at the chiller water intake. Contractor is to re-insulate all chilled water piping in affected areas.
- Contractor shall provide a new full-sized valved tee tap at chiller to allow for temporary hook-up of an emergency chiller.
- Provide start up and one year warranty minimum on equipment and workmanship.

Electrical

- All field-installed wiring must conform to National Electrical Code (NEC) guidelines, and any applicable state (State of Georgia Amendments to the NEC 2020) and local codes. Be sure to satisfy proper equipment grounding requirements per NEC.

Governing codes shall be the following:

- State of Georgia Amendments to the NEC 2020.
- National Electrical Code (NEC) 2017.
- Utility Company regulations.
- Americans with Disabilities Act.
- Current applicable building code.
- Local building codes and ordinances.
- Standard Building Code (SBC) 2018.
- The National Manufacturer's Association Standards (NEMA).
- Underwriter's Laboratories Incorporated Standards (UL).
- American National Standard Institute (ANSI).
- The manufacturer's recommendation.
- International Mechanical Code - 2018.
- Panelboard shall have, but not be limited to:
 - a. Three phase, 4 wire, or single phase, 3 wire, copper busses
 - b. Ground bus with set connection
 - c. Solid neutral, 100% rated with set screw connection
 - d. Baked-on enamel trim
 - e. Switch rated bolt-on breakers
 - f. Typewritten directory
 - g. Plaque, black with 1 in. white letter to indicate panel name
 - h. Square D, Siemens, or G.E.
- Fire Rated Seals:
 - a. Provide fire rated seal per UL requirements, for each penetration of fire rated wall or each conduit or sleeve penetrating a fire rated floor or ceiling to maintain fire rating of floor, wall, or ceiling

- Commission Chiller
 - a. Check, test and start per factory chiller start-up procedures and compare to factory design and report any discrepancies.
 - b. Perform an initial base line oil analysis after 30 days of operation to include one additional oil analysis 6 months after baseline. Provide Fayette County oil analysis reports.
 - c. Contractor is to contact the Fayette County's building controls contractor to schedule assistance in the re-commissioning process.
- Building Permits:
 - a. A standalone Mechanical permit with electrical will be required. Work performed for the county requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and Certificate of Completion being issued.
- Contractor shall have a State of Georgia Mechanical (HVAC) license.
- Contractor shall provide an Operations and Maintenance Manual
- Contractor shall provide a comprehensive maintenance program
- Disposal of Material
 - a. Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations. Contractor shall provide a report of the amount in cubic yards of material disposed and where the material was disposed. The contractor will be required to provide & sign a disposal certificate acknowledgement form.

EXISTING CONDITION

- Visit site and become familiar with existing conditions in and around the building.

SAFETY SWITCH

- Safety switches shall be heavy duty type, 600 volt, with number poles required. Fused safety switches shall be quick-make, quick-break mechanism, visible blades with rejection type fuse clip and NEMA class "RK" fuse; the switches shall be NEMA 1 enclosure for indoor, NEMA 3R for outdoor. All switches shall be lockable.

Alarm



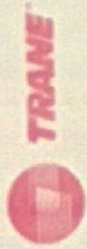
Select Report Group

- Custom Report
- Chiller Report
- Refrigerant Report
- Compressor Report

Select Settings Group

- Operator Settings
- Service Settings
- Service Tests
- Diagnosics

Previous	△	Enter	Auto
Next	▽	Cancel	Stop



TRANE

ADAPTIVE CONTROL™

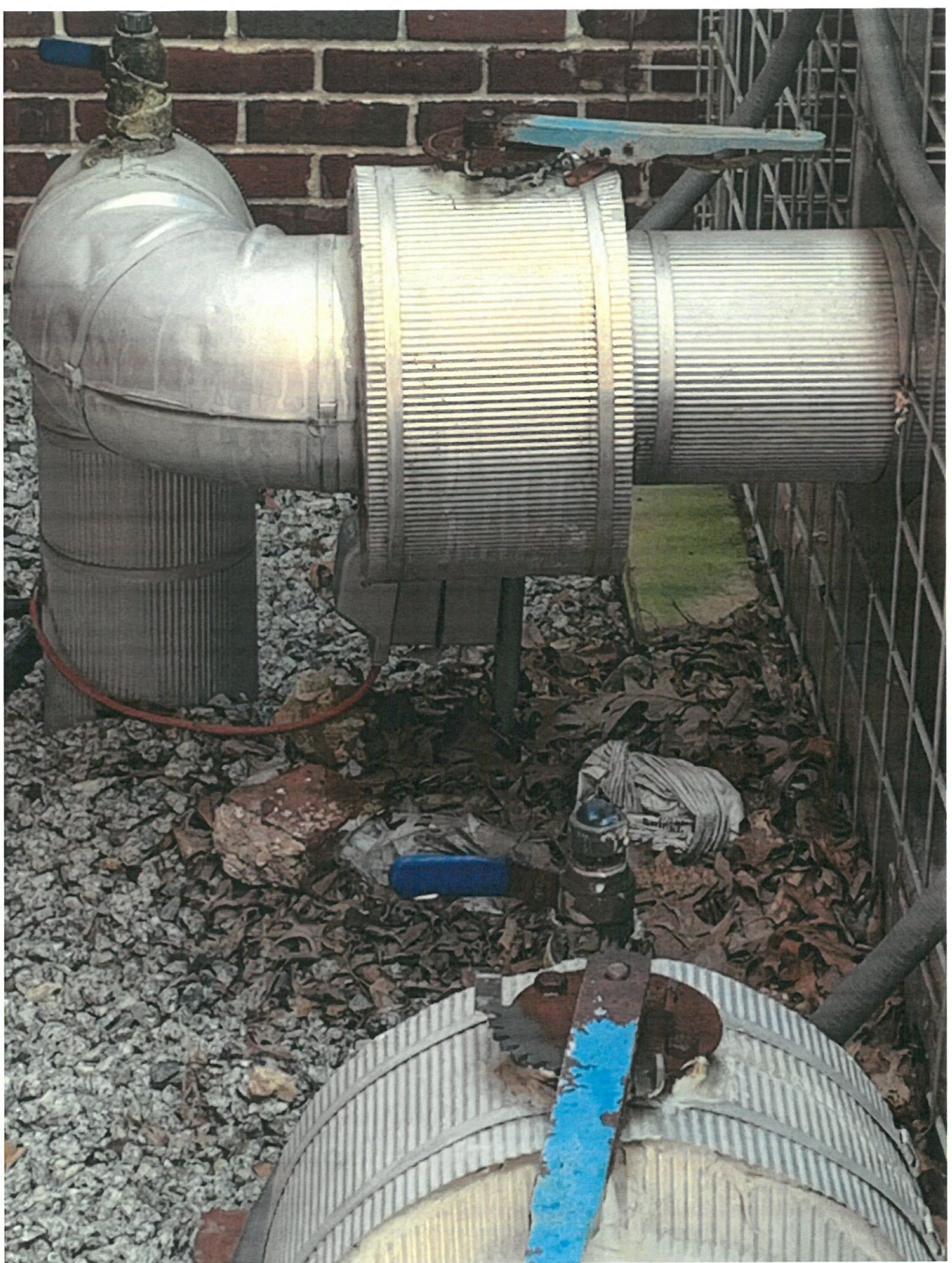


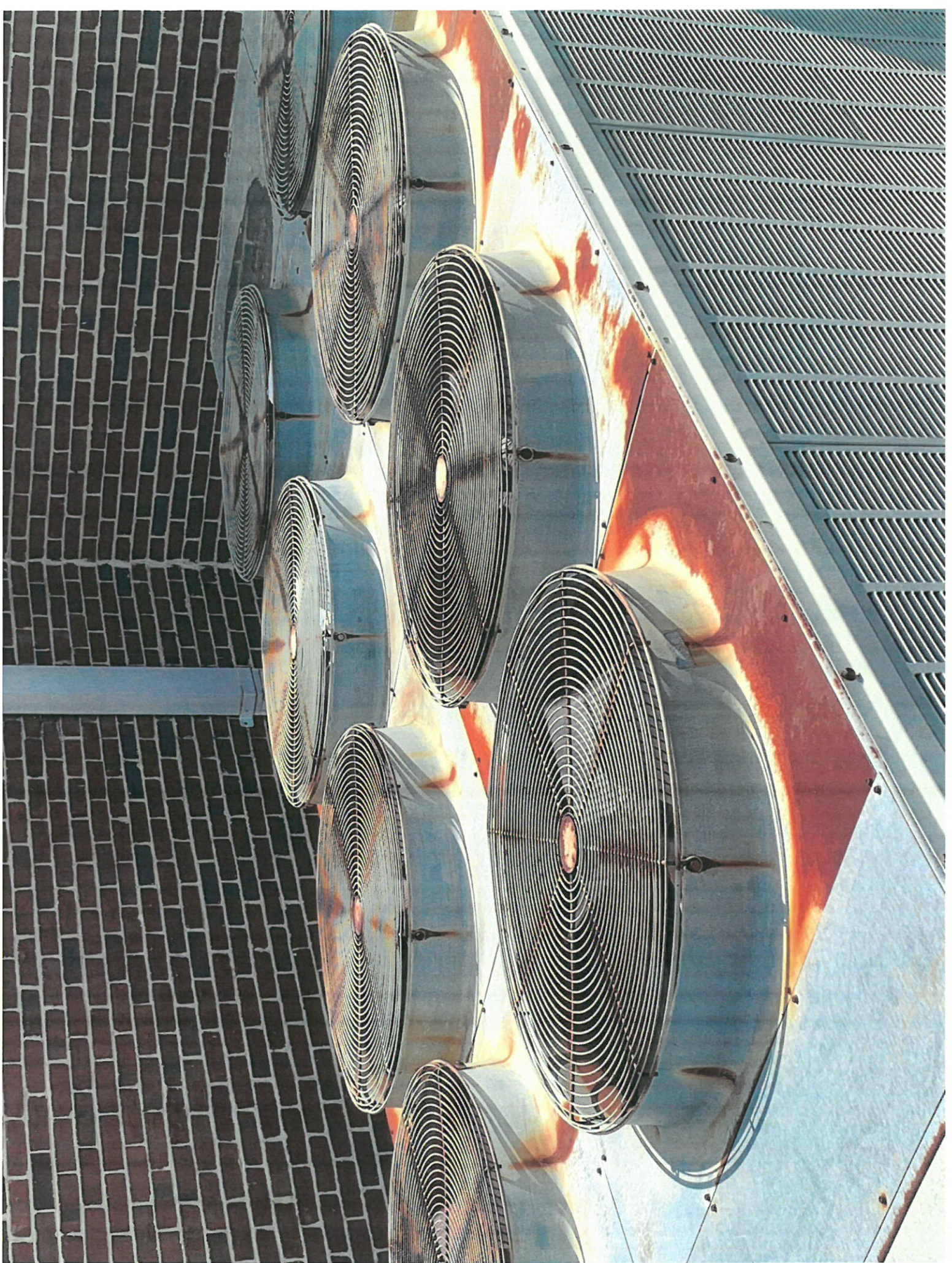
CHILLER

ON
OFF

GE
HEAVY DUTY
SAFETY SWITCH







**Fayette County, Georgia
Checklist of Documents to Return**

(Please return this checklist and the documents listed below with your submittal)

ITB #1851-B: NEW CHILLER FOR THE LIBRARY

Company Information form _____

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

Bid Bond _____

Pricing sheet _____

Exceptions, if any _____

References form _____

State of Georgia Mechanical (HVAC) License _____

Signed addenda, if any are issued _____

COMPANY NAME: _____

ITB #1851-B: NEW CHILLER FOR THE LIBRARY

COMPANY INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email Address: _____

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 Fayette 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

ITB #1851-B: NEW CHILLER FOR THE LIBRARY

Name of Project

Fayette County, Georgia

Name of Public Employer

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

Executed on _____, _____, 2020 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

PRICING SHEET

ITB #1851-B: NEW CHILLER FOR THE LIBRARY

DESCRIPTION	BID PRICE
Remove old chiller and Provide & Install New Trane 80-ton Air Cooler or equal	\$ _____
Allowance	\$ _____ 3,000.00
Total Price, Including Allowance	\$ _____

NOTES: All applicable charges shall be included in your prices, e.g., mobilization, freight, materials, equipment, fuel for equipment, labor, and any other charges or fees. No additional charges will be allowed to be added after the quote received by date.

Allowance is to be used only with written approval from the County.

STATE PAYMENT TERMS, IF DIFFERENT THAN NET 30 DAYS: _____
(As per General Terms and Conditions #18)

STATE NUMBER OF DAYS TO START AFTER NOTICE TO PROCEED IS ISSUED:
_____ DAYS.

STATE THE NUMBER OF DAYS TO COMPLETE THE PROJECT _____ DAYS

WARRANTY _____

COMPANY NAME: _____

REFERENCES

ITB #1851-B: NEW CHILLER FOR THE LIBRARY

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____