



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

October 4, 2024

Subject: Invitation to Bid #2475-B Justice Center Roof Top Units (RTU) Replacements

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

A mandatory pre-bid conference will be held on 9:00a.m., Wednesday, October 23, 2024, at 1 Center Drive, Fayetteville, GA 30214 to provide an opportunity for you to become more familiar with the project, and to ask questions. Companies that attend will be invited to submit bids.

Questions concerning this invitation to bid should be addressed to Sherry White in writing via email to swhite@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 12:00p.m., Thursday, October 24, 2024.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

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

Bid Number: **2475-B**

Bid Name: **Justice Center Roof Top Units (RTU) Replacements**

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

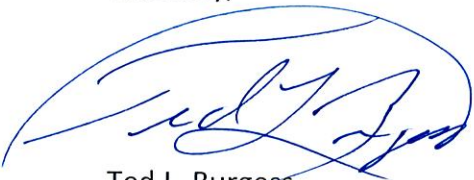
Bids will be received at the above address until 3:00p.m, Tuesday, November 5, 2024, in the Purchasing Department, Suite 204. Bids will be opened at that time.

Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered.

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', enclosed within a large, loopy blue oval.

Ted L. Burgess
Chief Procurement Officer

TLB/sw

GENERAL TERMS AND CONDITIONS
ITB #2475-B JUSTICE CENTER ROOF TOP UNITS(RTU) REPLACEMENTS

1. **Definitions:**
 - a. **Bidder:** A company or individual who submits a bid in response to this Invitation to Bid.
 - b. **Successful Bidder:** The company or individual that is awarded a contract.
 - c. **Contractor:** The Successful Bidder, upon execution of the contract.
 - d. **County:** 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, and the County agrees to the exception. 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:** To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening to the date of award.
4. **Bidder's Questions:** As appropriate, 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. Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy on a flash drive, to:

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

Bid Number: 2475-B

Bid Name: Justice Center Roof Top Units (RTU) Replacements

Also show your company name on the envelope. You may submit sealed 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.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received in the Purchasing Department by the time and date of the scheduled bid opening will not be considered.
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 a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
12. **Prices Held Firm:** Prices bid shall be firm for the period of the contract, unless otherwise specified in the contract. All prices bid 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 at the discretion of the County.
15. **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.
16. **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.

17. **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.
18. **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).
19. **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.
20. **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.

21. **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.

22. **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.
23. **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 Bidder 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

24. **Building Permits:** 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.
25. **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.
26. **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.
27. **Indemnification:** The Contractor shall 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.
28. **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.

29. **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.
30. **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 the 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 the 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.
31. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
32. **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. As appropriate, the County will compensate the Contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. Termination shall be without prejudice to any of the County's rights or remedies by law.
33. **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.
34. **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.
35. **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.

Checklist of Required Documents

***(Be Sure to Return This Checklist and
the Required Documents in the order listed below)***

ITB #2475-B JUSTICE CENTER ROOF TOP UNITS(RTU) REPLACEMENTS

Company information – on the form provided _____

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

Pricing sheet _____

List of exceptions, if any – on the form provided _____

References – on form provided _____

State of Georgia Mechanical (HVAC) license _____

Addenda, if Any _____

COMPANY NAME: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

2475-B JC ROOF TOP UNITS(RTU) REPLACEMENTS

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 _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

COMPANY INFORMATION
ITB #2475-B JUSTICE CENTER ROOF TOP UNITS(RTU) REPLACEMENTS

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

REFERENCES

ITB #2475-B JUSTICE CENTER ROOF TOP UNITS(RTU) REPLACEMENTS

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 _____

SCOPE OF WORK

ITB #2475-B JUSTICE CENTER ROOF TOP UNITS(RTU) REPLACEMENTS

Background

The Fayette County Justice Center, located at 1 Center Drive, Fayetteville, GA. 30214, approaches the twenty (20) year mark, mechanical systems will begin to fail. The roof top units have far exceeded their average life span of fifteen (15) years as per ASHRAE equipment life expectancy chart. The need to start the replacement process is crucial to prevent any major system failures/unexpected emergency costs. Advantages to replacing these units be: more energy efficient, lower the possibility of major disruptions, and possibly lower the cost of replacement in an emergency situation.

Fayette County, Georgia seeks a contractor to furnish all necessary labor, equipment, tools, rigging and supplies required to replace four (4) of the existing Trane rooftop units (model #SFHFC554) and install four (4) new Trane 55 ton Intellipak RTU's (model #SFHLF554-L).

General:

- Contractor shall responsible for providing all personnel, equipment, vehicles, tools, and materials needed to complete this job.
- Contractor shall be responsible for the conduct of their personnel while on County property, all personnel shall conduct themselves in a professional and courteous manner at all times.
- Contractor shall abide by the Fayette County no smoking/tobacco policy, on all County and buildings.
- Contractor shall be liable for any damages caused during this project, items must be replaced equivalent or better.
- All work shall be done in coordination with The Fayette County Justice Center. Fayette County's normal working hours are between 8am – 5pm, Monday thru Friday.

Specifications:

Four (4) RTUs are to be replaced as part of this project –

- 1A – Trane IntelliPak, Model number SFHFC554L, Serial number C01K64996
- 1B – Trane IntelliPak, Model number SFHFC554L, Serial number C01K64998
- 2A – Trane IntelliPak, Model number SFHFC6541, Serial number C01K65004
- 2B – Trane IntelliPak, Model number SFHFC6500, Serial number C01K65005

RTU to be installed:

Four (4) Trane 55 ton Intellipak roof top units (model #SFHPF554-L) or equivalent.

This includes:

- Standard Unit
- DX Cooling with natural gas heat
- R-410A refrigerant
- 55ton unit, 460 Volt, 60 Hertz, 3 Phase
- 2 Stage low gas heat capacity
- VAV (DTC) with supply VFD and bypass
- 100% Economizer w/reference enthalpy
- 100% Exhaust – 7.5 HP with Stati-trac building pressure control
- 2.00" Internal spring isolators
- Forward-curved (FC) supply fan w/20 HP motor
- Standard ambient control
- Non-fused unit disconnect switch
- 0-5 volt Generic B.A.S. Module
- Intellipak replacement with hinged access doors
- BACnet communication interface module
- The equipment shall be manufactured by Trane

Scope of Work

- Contractor shall adhere to all OSHA and applicable local standards for lockout and tag out procedures.
- Cordon off construction area prior to the raising and lowering of equipment.
- The indoor section of the building must be evacuated during the actual removal and replacement of the unit for safety purposes.
- The new equipment will be installed on existing curb re-attached to the existing supply air/return air drops.
- Refrigerant Recovery: should be recaptured for reuse in newly installed units, if appropriate otherwise dispose of refrigerant per EPA requirements.
- Remove and properly dispose of existing RTU and all ancillary equipment and materials. Conduct selective demolition and debris removal to ensure minimum interference with Justice Center operations. Do not allow demolished materials accumulate on site.

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.
- Fire Rated Seals: provide seals per UL requirements, for each penetration of fire wall or each conduit or sleeve penetrating a fire rated floor or ceiling to maintain fire rating of floor, wall, or ceiling.

- Contractor shall contact Siemens, the Justice Center's HVAC controls contractor to program VFD and DDC system to respond to new VFD.

Commission Roof Top Units:

- Check, test, and start per factory Roof Top Units start-up procedures and compare to factory to factory design and report any discrepancies.
- Contractor shall provide an Operations and Maintenance Manual.
- Contractor shall provide a comprehensive maintenance program.

Building Permits:

- A 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 have a minimum of (5) five years of experience in HVAC repair/replacement.
- Contractor shall provide a list of at least three (3) references of similar type facilities that have utilized its equipment being proposed within the last five years.

Warranty:

- a. 1-year parts and labor
- b. 5-year compressor parts

PRICING SHEET
ITB #2475-B JUSTICE CENTER ROOF TOP UNITS(RTU) REPLACEMENTS

Responder agrees to perform all the work described in the Contract documents for the following prices:

Description	Quantity	Unit Price	Extended Unit Price
Roof Top Unit	4		

NOTE: All applicable charges shall be included in your unit prices, including but not limited to all labor, administrative forces, materials, bond, mix design, testing, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

COMPANY NAME _____

EXCEPTIONS TO SPECIFICATIONS
ITB #2475-B JUSTICE CENTER ROOF TOP UNITS(RTU) REPLACEMENTS

Please list below any exceptions or clarifications to the specifications. Explain any exceptions in full.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME _____