



Purchasing Department

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

August 17, 2021

Subject: Request for Quotes #1995-A: Replace Chiller Coil at the Library

Dear Sir or Madame:

Fayette County, Georgia is seeking quotes for the chiller coil at the library, in accordance with the information and specifications contained herein.

A Mandatory pre-quote conference will be held at 10:00am, Wednesday, August 25, 2021, at Fayette County Library, 1821 Heritage Parkway, Fayetteville, Ga. 30214. We will meet outside the building. This will be the opportunity to take measurements, pictures, voice all questions, concerns and comments about this Request for Quote and have them addressed.

Quotes will be accepted until 2:00pm, Thursday, September 2, 2021. Please provide your quote and other information via email to Ted Crumbley, Buyer & Contract Coordinator, at tcrumbley@fayettecountyga.gov or fax to (770) 719-5509.

Address any question(s) you may have about this request for quotes to Ted Crumbley via email or fax as listed above. Questions will be accepted until 2:00p.m., Friday, August 27, 2021.

Sincerely,

Ted L. Burgess
Director of Purchasing

TLB/tc

GENERAL TERMS AND CONDITIONS

RFQ#1995-A: REPLACE CHILLER COIL AT THE LIBRARY

1. **Definitions:** The term “contractor” as used herein and elsewhere in these specifications shall be used synonymously with the term “successful responder.” The term “county” shall mean Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the county, incorporating the request for quote and the responder’s quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
3. **Binding Offer:** Each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date, unless the responder takes exception to this provision in writing.
4. **References:** Include with your quote 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 request for quote, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the county in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the county may disqualify the quotes from that responder, at the county’s option.
7. **Defects or Irregularities:** The county reserves the right to waive any defect or irregularity in any quote received. In case of an error in extension of prices or totals in the quote, the unit prices shall govern.
8. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
9. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the RFQ, shall list such substitutions or deviations on the “Exceptions to Specifications” sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the

determination as to equality and acceptability of products or services offered shall be the responsibility of the county.

10. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote, and is in all respects fair and without collusion or fraud.
11. **Evaluation:** Award will be made to the lowest responsive, responsible responder, 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 responder to perform, and the contractor 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 item, any quote, or all quotes, and to re-solicit for pricing.
12. **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.

13. **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 quote, 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.

14. **Contract Execution & Notice to Proceed:** After an award is made, and 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 responder prior to the county issuing the Notice to Proceed.
15. **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.
16. **Insurance:** The contractor 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 is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

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

17. **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.
18. **Assignment of Contract:** Assignment of any contract resulting from this request for quote will not be authorized, except with express written authorization from the County.
19. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.

20. **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.
21. **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.
22. **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.
23. **Permits:** A permit is not needed for this repair.
24. **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.
25. **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.
26. **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.
27. **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 proper venue in Fayette County, Georgia.

RFQ#1995-A: REPLACE CHILLER COIL AT THE LIBRARY

Fayette County, GA seeks a licensed and certified contractor to provide the equipment, material and labor to replace the Chilled Water Coil on the Trane AHU 3 at the Fayette County Library located at 1821 Heritage Park Way, Fayetteville GA 30214.

Scope of Work

- Shut down and provide lockout/tagout of AHU
- Existing piping shall be removed back to the Butterfly Cutoff Valves and disposed
- Existing chilled water coil will be removed and disposed
- A new Chilled water coil is to be installed in the existing Coil Casing
- New 2" copper piping and fittings is to be installed from the Butterfly Cutoff Valves to the new Chilled Water Coil (include ½" drain and manual air bleed valves)
- Install ½" thick white elastomer insulation on piping
- Install a new Honeywell VBN3 Ball Control Valve and Modulating/Floating Actuator in the place of the existing Control Valve.
- New PVC condensate drain lines will be installed from the hot and chilled water coils
- Existing Blower wheel will be cleaned
- Existing Hot Water Coil will be cleaned and rinsed
- The remaining Inlet Guide Vane Hub on the backside of the blower will be cut off and disposed.
- The blower's flex duct connector will be removed and replaced.
- Remove lockout/tagout of AHU
- Start AHU and check for proper operation

All work is to be performed during "normal working hours" (7am – 5pm, M-F)

Contractor is to comply with all safety requirements as it relates to OSHA

Contractor shall be responsible for providing all personnel, equipment, vehicles, tools, and material, 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 property and building.

Contractor shall be liable for any damages caused during the project; items must be replace equivalent or better.

Contractor is provide at least a one year warranty on parts and labor

Contractor shall provide a time line for the project. Once the project starts, the contractor shall continue to perform all needed work through completion of the project without delays, other than weather.

**Fayette County, Georgia
Checklist of Required Documents**

(Be Sure to Return This Checklist and the Required Documents)

RFQ#1995-A: REPLACE CHILLER COIL AT THE LIBRARY

Company information – on the form provided _____

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

Pricing sheet – on form provided _____

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

References – on form provided _____

Signed Addenda, if Any _____

Copy of License and Certification _____

COMPANY NAME: _____

COMPANY INFORMATION

RFQ#1995-A: REPLACE CHILLER COIL AT THE LIBRARY

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)

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

#1995-A: Replace Chiller Coil at 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 _____, _____, 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: _____

Pricing Sheet

RFQ#1995-A: REPLACE CHILLER COIL AT THE LIBRARY

Complete all repairs as included in the Scope of Work	\$
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Contingency Funds shall be used only with written approval of the County.

All applicable charges shall be included in your quoted price, e.g. mobilization, supplies, materials, labor, and any and all other charges or fees. No additional charges will be allowed after the quote due date and time.

State payment terms, if different than Net 30 Days (please note Payment Terms section in the General Terms and Conditions): _____ Days

State maximum number of days to start work after a Notice to Proceed is issued: _____ Days

State maximum number of days to complete the project after the start of work: _____ Days

COMPANY NAME: _____

EXCEPTIONS TO SPECIFICATIONS

RFQ#1995-A: REPLACE CHILLER COIL AT THE LIBRARY

Please list below any exceptions or clarifications to the specifications of this RFQ. 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 _____

REFERENCES
RFQ#1995-A: REPLACE CHILLER COIL AT 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 _____