

Purchasing Department

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

September 9, 2021

Subject: Request for Quotes #1997-A: Fire Station 1 HVAC Replacement

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 <u>mandatory</u> pre-quote conference will be held on **10:00 a.m., Friday, September 17, 2021** at Fire Station 1, 450 GA Highway 279, Fayetteville, GA 30214 to provide an opportunity for you to become familiar with the site and work conditions, and to ask questions. Companies that attend will be invited to submit quotes for this project.

Address any questions you may have about this request for quotes to Natasha Duggan via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until 3:00 p.m., Wednesday, September 22, 2021.

Quotes will be accepted until 3:00 p.m., Tuesday, September 28, 2021. Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at nduggan@fayettecountyga.gov or fax to (770) 719-5534.

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.

Sincerely,

Ted L. Burgess

Director of Purchasing

GENERAL TERMS AND CONDITIONS RFQ #1997-A: Fire Station 1 HVAC Replacement

- Definitions: The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful responder." The term "county" shall mean Fayette County, Georgia.
- 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. Brand Name: If items in this request for quote 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 quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
- 9. 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.
- 10. Responder Substitutions: Responders offering substitutions or deviations from specifications stated in the request for quote, 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.
- 11. **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.
- 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 inlaws). 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 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. 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.
- 14. 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.
- 15. 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).
- 16. Trade Secrets Internal Use: In submitting a quote, the responder agrees that the county may reveal any trade secret materials contained in the quote 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 responder 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 responder has designated as a trade secret.
- 17. 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.

- 18. **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.
- 19. **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:
 - 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

- 20. 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.
- 21. **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.
- 22. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the county.

- 23. 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.
- 24. **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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

- 29. **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.
- 30. **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.

Checklist of Required Documents

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

RFQ #1997-A: Fire Station 1 HVAC Replacement

Company information – on the form provided	
References – on 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	
Addenda, signed, if any are issued	
Copy of State of Georgia Mechanical (HVAC) license	
COMPANY NAME:	

COMPANY INFORMATION RFQ #1997-A: Fire Station 1 HVAC Replacement

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:	

REFERENCES RFQ #1997-A: Fire Station 1 HVAC Replacement

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	
	Email
2. Government/Company Name	
	Email
3. Government/Company Name	
	Email
COMPANY NAME:	

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related 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		
10		A: Fire Station 1 HV	AC Replacement
Name of Contractor	Name of Project		
Fayette County, GA			
Name of Public Employer			
hereby declare under penalty of perjury that the forego	oing is true a	nd correct.	
Executed on,, 2021 in	(city),	(state).	
	_ \	()	
Signature of Authorized Officer or Agent			
Signature of Authorized Officer or Agent			
Signature of Authorized Officer or Agent Printed Name and Title of Authorized Officer or Agent			
Printed Name and Title of Authorized Officer or Agent SUBSCRIBED AND SWORN BEFORE ME			
Printed Name and Title of Authorized Officer or Agent			
Printed Name and Title of Authorized Officer or Agent SUBSCRIBED AND SWORN BEFORE ME			

SCOPE AND SPECIFICATION RFQ #1997-A: Fire Station 1 HVAC Replacement

INTRODUCTION

Fayette County is seeking quotes from qualified contractors for the replacement of the HVAC systems at Fire Station 1. Contractors shall submit, with their quote, a copy of their State of Georgia Mechanical (HVAC) license.

BACKGROUND

Fire Station # 1 is located at 450 Highway 279 Fayetteville, GA 30214. The station was built in 2001. The station operates on a 24-hour, 7-day a week schedule.

SCOPE OF WORK

This project is for the replacement of the two (2) HVAC systems and thermostats in the fire station. The current thermostats are pictured below:



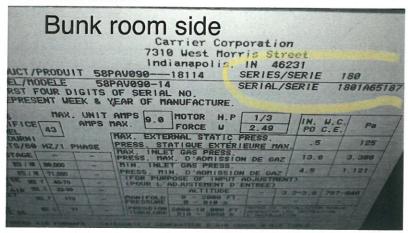


Bunk Room

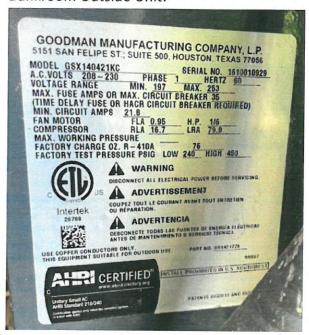


The current unit model information is as follows:

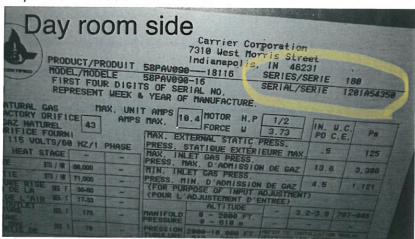
Bunkroom Furnace:



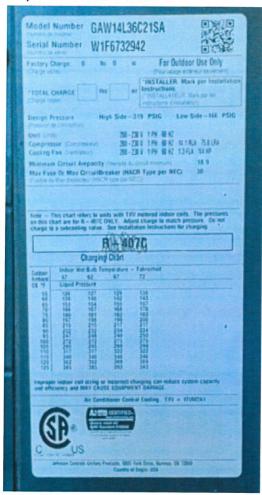
Bunkroom Outside Unit:



Dayroom Furnace:



Dayroom Outside Unit:



The replacement units shall be:

 Station 1 will require two (2) 3-ton systems with 90k BTU furnace. The outdoor units are 208/230/3 phase and use <u>natural gas</u> for the heat. Trane units 15 SEER or <u>equal</u> shall be installed.

Specifications:

- 1. The existing equipment will be removed by the County.
- Contractor must get a permit for this project. No work will be allowed until the contractor has the permit. There will be no fee for this County project, unless it fails inspection, at which time the contractor will be responsible for any fees at that time.
- 3. Contractor shall adhere to all OSHA and applicable local standards for lockout and tag out procedures.
- 4. Refrigerant Recovery: Reclaim and dispose of refrigerant per EPA requirements.

- 5. Install the new air handlers and outside units.
- 6. Install a new drain pan with safety switch for each air handler.
- All work shall meet current codes and regulations.
- 8. The work hours shall be from 08:00 a.m. to 5:00 p.m.
- 9. Installation shall be in compliance with all State, County ordinances.
- 10. County will provide staging area for equipment.
- 11. This is an active Fire Station. You must get permission from the Officer in charge as to where your personnel may park.
- 12. Contractor shall take the necessary precautions to protect the floors, sidewalks, furniture, cabinets, and other items.
- 13. Contractor is responsible for personnel, equipment, vehicles, tools, and material needed to do the job completely.
- 14. The contractor is responsible for the conduct of their personnel while on county property. All personnel shall conduct themselves in a professional and courteous manner at all time.
- 15. There is a no smoking policy in effect for all county property and buildings. The contractor and all personnel shall abide by this policy.
- 16. The contractor shall provide a timeline for the project. Once the project starts, the contractor shall continue to perform all needed work through completion of the project without extended delays. Delays are considered any time longer than 2 days.
- 17. Contractor shall be liable for any damage caused by the contractor during the duration of the project.
- 18. County personnel will perform periodic inspections of the work being performed under this contract.
- 19. Should the inspection determine that the work is substandard and/ or not per code, the contractor will be notified immediately of the problem and a "stop work notice" will be issued until the problem is resolved.
- 20. The Prime Contractor from whom the quote is accepted shall be the party completing the work. No sub-contractor work unless pre-approved by the County.
- 21. A start date will be set as soon as the contractor is selected and required paperwork is completed.

PRICING SHEET RFQ #1997-A: Fire Station 1 HVAC Replacement

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

Total Quote Bunkroom Unit & Thermostat, per specifications	\$	
Total Quote for Dayroom Unit & Thermostat, per specifications	\$	
Total Quote for both units & thermostats	\$	
NOTES:		
 All applicable charges shall be included in your total quoted ame limited to materials, equipment, installation, labor, and any additional charges will be allowed after the quote received by date 	other amounts. N	
2. All warranties shall be included in your total quoted amount.		
State Brand & Model Number Quoted:		
State time needed to commence work after notice to proceed is issued _	Days.	
State lead time for units:	days/weeks.	
State length of time needed to complete project Days.		
State, List or Attach the terms of your warranty (one year minimum), if a	oplicable:	
COMPANY'S NAME		
COMPANY'S NAME		

EXCEPTIONS TO SPECIFICATIONS RFQ #1997-A: Fire Station 1 HVAC Replacement

4.00			
	10017		
		1103 \$414	