

REQUEST FOR BIDS

PROVIDE MATERIALS & INSTALLATION

UPS REPLACEMENT - CATOOSA COUNTY 911 CENTER

Catoosa County Board of Commissioners (CCBOC) is seeking responders to submit Bids on the following: Provide and Install UPS Replacement as described in the Scope of Work Document.

Submittal Deadline

All responses to this ITB must be submitted in hard copy by 2:00 p.m. local time, on Friday, July 28, 2017. Submittals received after this time and date will not be considered. The envelope shall state **“SEALED BID – 911 UPS REPLACEMENT”** to prevent accidental opening. Bids shall be identified on the exterior of the sealed envelope with all the information required by law, including the name of the project and the bidder's name, address. Please address the submittal to:

Christal Thomas, Projects Administrator
The Catoosa County Board of Commissioners
800 LaFayette ST
Ringgold, GA 30736

All Bids must be submitted in the following format (original & one copy – **total of TWO**):

- 1) Bid Fee Form – Please use form provided and attach any additional information to clearly indicate any other charges that might be made in conjunction with the requested services. Indicate any rate increases to be made during the life of the contract.
- 2) Affidavit of Non-Collusion – Complete the following “Affidavit of Non-Collusion Form”
- 3) Copy of your company’s Certificate of Liability Insurance – showing limits as described in following section: “Indemnification & Insurance Requirements”
- 4) Affidavit of Vendor’s E-Verify Compliance – Complete the following Form
- 5) Current GEORGIA Business License and/or Occupational Tax Certificate
- 6) Vendor’s License/Certifications/Permits *as applicable*

Inquiries

Only inquiries received in writing will receive a response. All such written inquiries must be delivered by 12:00 noon, on July 21, 2017 and should be made to 911 Director Doug Flury of Catoosa County at doug.flury@catoosa.com. CCBOC will publish a response to all inquiries on its website at www.catoosa.com/bids on July 25, 2017. **It is the sole responsibility of the bidder to look at the website and include any addenda in their package.**

TERMS AND CONDITIONS:

- a) All Bids and supporting materials as well as correspondence relating to this ITB become facility of CCBOC when received. Any proprietary information contained in the submittal

should be so indicated. However, a general indication that the entire contents, or a major portion, of the Bid is proprietary will not be honored.

- b) All applicable State of Georgia and Federal Laws, County and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent, the Vendor and Project throughout and are herein incorporated. The Agreement with the Vendor, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- c) Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
- d) Subcontractors as part of the project team must be clearly identified in the submittal, including roles, resumes of key personnel and project references. The Vendor is responsible for obtaining E-verify Affidavits from his subs.
- e) From the date CCBOC receives a Respondents Bid through the date a contract is awarded to a Vendor(s), no Respondent may make substitutions, deletions, additions or other changes in the configuration of Respondent's Bid or members of Respondents team.
- f) All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of Catoosa County. All such materials shall remain the facility of Catoosa County and will not be returned to the respondent.
- g) The issuance of this ITB constitutes only an invitation to submit a Bid. Catoosa County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this ITB. Catoosa County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event this ITB is withdrawn or the project canceled for any reason, Catoosa County shall have no liability to any respondent for any costs or expenses incurred in connection with this ITB or otherwise.
- h) Failure to submit all the mandatory forms for this ITB package shall be just cause for the rejection of the qualification package. However, Catoosa County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
- i) In case of failure to deliver goods in accordance with the contract terms and conditions, Catoosa County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Catoosa County may have.
- j) By submitting a bid package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- k) Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. The contractor shall comply with applicable federal, state, and local laws and regulations.
- l) It is understood and agreed between the parties herein that Catoosa County shall be bound hereunder only to the extent of the funds available or which may hereafter become

available from the purpose of this agreement.

- m) Following review of all qualified Bids, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Catoosa County Board of Commissioners by the project representative. Following approval by the Board of Commissioners, the County will complete the negotiations.
- n) Catoosa County reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all Bids.

CRITERIA FOR BID AWARD:

Catoosa County reserves the right to accept or reject any and all Bids, to waive formalities, technicalities or irregularities and to re-advertise if necessary. The Contract will be awarded to the Lowest Responsive and Responsible Bidder as determined by the County. In addition to the lowest bid price, "Responsive & Responsible" considerations may include, but not necessarily limited to, the following:

- a) Your firm's indicated ability to provide a level of service sufficient to meet the needs of Catoosa County.
- b) Extent and success of previous work your firm has provide to organizations similar in nature and size to Catoosa County Government.
- c) The Bid itself as an example of your firm's work product.
- d) Adherence to ITB requirements, including: completion of all required forms; provision of all requested information; adequacy of responses, and return of the ITB by the stated deadline.

INDEMNIFICATION:

- a) The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to facility or loss of use of any facility or assets resulting therefrom, arising out of resulting from the performance of the products or from the services, of which, the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from any job-related injury.
- b) The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including the fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.
- c) It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.


INSURANCE REQUIREMENTS:

- a) Vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the contract, the following types of insurance. Vendor must have as a minimum, the following insurance limits: a) Worker's Compensation and Employer's Liability Insurance, statutory limits b) Comprehensive General Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate c) Comprehensive Automobile Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate.
- b) **THE VENDOR SHALL PROVIDE CERTIFICATE OF INSURANCE TO THE**

COUNTY DEMONSTRATING THAT THE AFOREMENTIONED INSURANCE REQUIREMENTS HAVE BEEN MET PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been indorsed to cover the Catoosa County Board of Commissioners as an Additional insured and must reference specific project by name and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

- c) The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Vendor's insurance shall be the responsibility of the vendor.
- d) Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.
- e) **Vendor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements.** Vendor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Vendor at Vendor's expense. No Vendor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to CCBOC as to form and content has been filed. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute. The Vendor shall agree to waive all rights of subrogation against CCBOC, the County of Catoosa County, their officers, officials, employees, and volunteers from losses arising from work performed by the Vendor for CCBOC. The Vendor shall make available, through its records or records of their Insurer, information regarding a specific claim. Any loss run information available from the Vendor or their insurer will be made available to CCBOC upon their request.

GEORGIA IMMIGRATION & COMPLIANCE ACT:

- a) Pursuant to O.C.G.A. § 13-10-91, all Vendors or subcontractor who enter into a contract with Catoosa County Government or a Vendor of Catoosa County Government in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all newly hired employees. Any employee, Vendor, or subcontractor of such Vendor or subcontractor shall also be required to satisfy these requirements.
- b) Access to the authorization program to obtain an E-Verify number can be found at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> , the website operated by the U.S. Department of Homeland Security (USDHS).

FOR A BID/BID/SUBMITTAL TO BE CONSIDERED, SUCH CERTIFICATION SHALL BE INCLUDED IN THE VENDOR RESPONSE TO ALL SOLICITATIONS ISSUED BY CATOOSA COUNTY BOARD OF COMMISSIONERS.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: PROVIDE & INSTALL 911 UPS REPLACEMENT

Vendor's Name: _____

STATE OF GEORGIA VENDOR AFFIDAVIT

By executing this affidavit, the undersigned Vendor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Catoosa County Government has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Catoosa County Government, Vendor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91. Vendor further agrees to maintain records of such.

EEV / E-Verify™ User Id (Account) Number

Date of Authorization

BY: Authorized Officer or Agent
(Vendor Name)

Date

Title of Authorized Officer or Agent of Vendor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL HERE]

My Commission Expires: _____

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

BID FEE FORM**SCOPE OF WORK:** PROVIDE & INSTALL 911 UPS REPLACEMENT**PROJECT LOCATION:** Catoosa County, Georgia

| No. | Description | Turn-Key Bid |
|-----|---|--------------|
| 1 | Provide & Install UPS Replacement in 911 Center as described in the Scope of Work | \$ |

THIS BID FEE SHALL REMAIN EFFECTIVE FOR 90 DAYS.

EXECUTION OF BID

DATE: _____

The potential contractor certifies the following by placing an “X” in all blank spaces:

_____ That this Bid was signed by an authorized representative of the company.

_____ That the potential Contractor has determined the cost and availability of all materials and supplies associate with performing the services outline herein.

_____ That all labor costs associated with this project have been determined, including all direct and indirect costs.

_____ **That the potential Contractor agrees to the conditions as set forth in this Request for Bid with no exceptions.**

Therefore, in compliance with the foregoing Request for Bids, and subject to all terms and conditions thereof, the undersigned offers and agrees, if the Bid is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quote within the timeframe required.

COMPANY NAME: _____

ADDRESS: _____

CONTACT: _____ CELL: _____

EMAIL: _____

ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the ITB and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No. 1 _____ Addendum No. 2 _____

Addendum No. 3 _____ Addendum No. 4 _____

Authorized Representative/Title
(Print or Type)

Authorized Representative

Date

(Copies of each addendum issued must accompany your Bid – please check the county website as directed in the “Inquiries” Section on page 2 of this Bid Document.)

**CATOOSA COUNTY BOARD OF COMMISSIONERS
AFFIDAVIT OF NON-COLLUSION**

SCOPE OF WORK: PROVIDE & INSTALL 911 UPS REPLACEMENT

PROJECT LOCATION: Catoosa County, Georgia

CONTRACTOR STATE OF: _____

CONTRACTOR COUNTY OF: _____

Being first duly sworn, deposes and says that he/she is

(sole owner, partner, president, secretary, etc...)

The party making the foregoing Bid; that such Proposed Fee is genuine and not collusive; that said Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with another Respondent or person, to put in a sham Bid, or that such other person shall refrain from responding to the Request for Bids, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the Contract Price of affiant or any other Respondent, or to fix any overhead, profit, or cost element of said Contract Price, or of that of any other Respondent, or to secure an advantage against the Catoosa County Board of Commissioners or any other person interested in the proposed contract; and that all statements contained in said Bid are true, and further, that such Respondent has not directly or indirectly submitted this Bid, or contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____

(Notary Public in and for)

(County)

[NOTARY SEAL HERE]

My commission expires _____, 20____