



**Contracts and Procurement Division**

1526 East Forrest Avenue, Suite 400

East Point, Georgia 30344

Telephone: 404.559.6375

Fax: 404.270.7824

[www.eastpointcity.org](http://www.eastpointcity.org)

**DATE: August 26, 2016**

**TO: All Prospective Providers**

**FROM: Tron D. Jones, Contract Specialist**

**RE: Bid No. 2017-1615 – Reissuance of Contract for the Procurement and Installation of one (1) Split System Air Conditioning Unit**

The City of East Point, Georgia, is soliciting sealed bids from financially stable, qualified Split System Air Conditioning Unit Providers who are interested in entering into a contract for the procurement and installation of one (1) new 10 ton Heat Pump Unit and one (1) new Air Handler. The Selected Provider MUST be capable of providing a Unit that meets or exceeds the City's specifications, AND in delivering the same to the City's Fire Station #2 facility. Please see the Scope of Work/Warranties section of this solicitation for a full list of all required specifications **(SECTION III)**.

PLEASE NOTE: Any references in this solicitation to brand names, manufacturers, suppliers, catalogue numbers, style numbers, or other proprietary identifiers have been included for the purpose of providing an example of the type and quality of the item the City wishes to procure. Items that are demonstratively equivalent shall be acceptable to the City. The City reserves the right to require demonstration or other proof of equivalency from the Prospective Provider prior to the acceptance of an alternative.

The awarded Contract shall commence upon the date of the formal execution of the Contract by the last signing party, and / or upon the receipt of the City's Purchase Order by the Selected Provider and shall remain in effect until all of the requested items have been provided by the Selected Provider, and have been received by the City in an undamaged and fully functional condition.

**All pricing submitted to the City of East Point, Georgia, must represent the TOTAL PRODUCT PRICE(S) the City shall be expected to pay the Selected Provider for the product including delivery in an open body truck, and off-loading. The Bid Price provided by each Prospective Provider must include any and all incidental charges such as warehouse charges, handling fees, delivery and transportation charges to the City of East Point, Georgia, set-up, installation, integration, testing, deliverables, and any other incidentals for which the Provider might charge separately. The City will NOT pay separate charges for any such items if they appear on the Provider's invoice.**

All pricing submitted to the City must be **F.O.B. East Point, Georgia**, and must **exclude** any separate or additional or add-on costs or charges for such items as transportation, shipping,

delivery, rigging, handling, storage, administration, customer service, or taxes of any type. **All bids submitted to the City must be all-inclusive.**

The selected provider, sub-contractor, and sub-subcontractor(s) employees who will be working on site must submit to and pass a **background screening** prior to the commencement of any work being performed.

The necessary parts and materials are to be ordered by the Selected Provider after award of the Contract and upon receipt of the City's Notice To Proceed Letter. Upon receipt of the parts and materials, and notification of such by the Selected Provider, the Selected Provider **MUST** complete the work within a six (6) week or forty-five (45) day calendar period. **In the event the work is not completed within this period of time, Liquidated Damages as stipulated herein will apply.**

Participating Providers must submit a **Bid Bond equal to ten percent (10%) of the total amount of their stated Bid Price** in the form stipulated herein. In addition, the Selected Provider will be required to provide the City with a **Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the total Contract award**, prior to the commencement of the work on the Project.

If applicable, **Compliance Bonds** may also be required by the City. The determination of applicability of the Compliance Bonds will be based upon the City's **Compliance Bond Ordinance**. A copy of the **Compliance Bond Ordinance** has been made available on the City's web site to all Prospective Providers.

Completed, notarized **E-Verify Affidavits** for the Provider, their proposed Subcontractors (if any) and proposed Sub-subcontractors (if any) must be submitted with each bid response in order to participate in this solicitation.

The Provider recommended by the Requesting Department for Contract award shall be required to submit a complete, notarized **S.A.V.E. Affidavit** prior to receiving official and formal Contract award from the City.

**Delivery of the requested item in an open bodied truck shall be made to the City of East Point's Fire Station #2 located at 3171 Norman Berry Drive, East Point, Georgia, 30344.**

- Deliveries of the requested item shall not occur before 8:30 A.M. or after 4:30 P.M., or on weekends or recognized City, State, and / or Federal holidays.
- **The Selected Provider shall coordinate the delivery of the items with the appointed representative of the City's Fire Department personnel.**
- **The Selected Provider shall provide a minimum of seventy-two (72) hours' notice prior to the anticipated delivery of the requested item to ensure adequate personnel are available to accept the delivery.**
- Failure to comply with this specific requirement shall constitute a breach of contract; and may be grounds for order cancellation, without liability to the City of East Point, Georgia.

Any and all goods and / or services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with any and all

applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s).

Sealed bid responses shall be received on behalf of the City until **3:00 P.M. on Friday, December 14, 2016**, in Suite 400 located at 1526 East Forrest Avenue, East Point, Georgia 30344.

\*\*\*\*\* END OF INVITATION TO BID \*\*\*\*\*

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**BID NO. 2017-1615**  
**REISSUANCE OF CONTRACT FOR THE PROCUREMENT AND INSTALLATION OF**  
**ONE (1) SPLIT SYSTEM AIR CONDITIONING UNIT**

**PART I. SOLICITATION TERMS AND CONDITIONS**

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**NOTICE**

From the date of issue to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through the Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org). If it is deemed necessary for contact to be made with other parties within the City, the Contracts and Procurement Division shall make arrangements for that contact to take place. **Providers who attempt to make direct contact with City personnel or elected or appointed officials during the solicitation process to inquire about or discuss this open solicitation will be disqualified from participation or consideration for award.**

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**1.0 MINIMUM PROVIDER REQUIREMENTS**

**1.1** Due to the importance of being able to obtain reliable and expedient support and customer service for critical equipment of the type, the manufacturer / supplier / distributor of the Unit must be located within the United States, preferably in the Eastern half of the nation, in a locale that is convenient to the City of East Point, in the State of Georgia.

**1.2** The Selected Provider must be an authorized dealer, distributor and / or representative of the manufacturer, and must be fully authorized by the manufacturer of the Unit to distribute their equipment.

**1.3** The Selected Provider must be able to demonstrate, if requested to do so by the City, a record of reliability, fiscal responsibility and a minimum of five (5) years' worth of verifiable experience in providing products of a similar nature to the product(s) requested herein to other government entities and / or agencies and / or institutions and / or businesses and / or corporations.

**1.4** Upon request from the City, the Selected Provider must be able to provide the names and contact information for a minimum of five (5) governmental entities, preferably in the local area, that can serve as references, verifying that the product(s) proposed by the Selected Provider represents a reliable product which has been manufactured in the United States by an experienced workforce demonstrating outstanding workmanship, and employing top quality components and parts and is backed by expedient and excellent customer service.

**1.5** The Selected Provider must not be restricted in the State of Georgia by law, regulation, licensing or certification requirements to provide the products designated herein.

**1.6** The Selected Provider must not have defaulted on any contract within the last five (5) years, or have been found liable in any lawsuit and / or legal claim that would indicate the Provider's inability to safely, professionally, and adequately provide the products requested herein.

**1.7** The Selected Provider must ensure the product(s) they propose in their bid submittal represents the highest product quality, and employs design and manufacturing methods that **fully comply with or exceed** the most recent standards and testing methods established by the recognized testing authorities for such equipment.

**1.8** Once a contract is entered into or a Purchase Order is issued by the City for the item(s) listed herein, the manufacturer(s) / brand(s) / model(s) / part number(s), et cetera, stipulated and priced in the Provider's bid package shall be the manufacturer(s) / brand(s) / model(s) / part number(s), et cetera, the Selected Provider shall be required to provide to the City. **NO ALTERNATES; NO EXCEPTIONS, NO DEVIATIONS FOR ANY REASON.**

**1.9 Any item(s) furnished under this solicitation must be in a new and unused condition, and must be as specified by the City. No remanufactured item(s), used**

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**item(s), returned item(s), refurbished item(s), demonstrator(s), loaner(s), or prototype(s) shall be accepted by the City as part of this bid.** The Prospective Provider's product(s) must incorporate the best practices known for design integrity, quality of materials and quality of workmanship. The item(s) furnished must meet or exceed any and all Federal, State and local standards applicable to such items, and shall not violate any Federal, State or local laws governing such items.

**1.10** The Selected Provider of the equipment requested herein, and the members of their workforce(s) and / or any subcontractor's workforce(s) (if any) must have reliable and immediate access to any and all vehicles and / or machinery and / or equipment and / or parts and / or tools and / or supplies and / or materials that may be necessary to safely, competently and professionally manufacture and / or provide and deliver the product(s) stipulated herein to the City in full compliance with any and all applicable local, State or Federal regulations and / or laws.

**1.11** The Selected Provider must possess their own delivery fleet and / or have access to adequate delivery services and the manpower necessary to provide the product(s) to the City within a reasonable period of time after Contract award. Any and all warehouse charges and / or handling fees and / or delivery charges and / or shipping costs and / or transportation charges and / or rigging fees and / or off-loading charges **must be included in the Bid Price** submitted to the City by the Prospective Provider for the requested items. The City shall not pay nor reimburse **separate** warehouse charges and / or handling fees and / or delivery charges and / or shipping costs and / or transportation charges and / or rigging fees and / or off-loading charges of any type to the Selected Provider.

**1.12** Delivery of the requested item in an open bodied truck shall be made to the **City of East Point's Warehouse located at 3171 Norman Berry Drive, East Point, Georgia, 30344.**

**1.12.1** Deliveries of the requested item shall not occur before 8:30 A.M. or after 4:30 P.M., or on weekends or recognized City, State, and / or Federal holidays.

**1.12.2** The Selected Provider shall coordinate the delivery of the items with the appointed representative of the City's Fire Department personnel.

**1.12.3** The Selected Provider shall provide a minimum of seventy-two (72) hours' notice prior to the anticipated delivery of the requested item to ensure adequate personnel are available to accept the delivery.

**1.12.4** Failure to comply with this specific requirement shall constitute a breach of contract; and may be grounds for order cancellation, without liability to the City of East Point, Georgia.

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**2.0 CONTRACT TERM**

**2.1** The awarded Contract shall commence upon the date of the formal execution of the Contract by the last signing party, and / or upon the receipt of the City's Purchase Order by the Selected Provider and shall remain in effect until all of the requested items have been provided by the Selected Provider, and have been received by the City in an undamaged and fully functional condition.

**3.0 E-VERIFY AND S.A.V.E. AFFIDAVITS**

**3.1 E-Verify Affidavits** - This solicitation is subject to the **Georgia Security and Immigration Compliance Act**. Pursuant to the **Georgia Security and Immigration Compliance Act of 2006**, as amended by **2011 House Bill 67**, Prospective Providers are hereby notified that all solicitations for services or work that is to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractors with the **E-Verify Program**, as well as attestation to each party's continuing and future participation in the **E-Verify Program** as established by the **United States Department of Homeland Security**.

**3.1.1** In order to ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the **E-Verify Program** from all Prospective Providers, all of a Provider's proposed Subcontractor(s) and all of a Provider's proposed Sub-subcontractor(s) at the time the Prospective Provider's solicitation response is submitted to the City.

**3.1.2** It is preferred, but not mandatory, that the forms be submitted to the City under separate cover (in a separate envelope), and placed within the Prospective Providers main submittal package. The separate envelope must be clearly and indelibly marked on the outside "E-Verify Documentation Enclosed", and shall be opened to verify the Prospective Provider's full compliance to the E-Verify Program at the Bid Opening. Prospective Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor's Affidavit. Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who is unable to provide a completed E-Verify Affidavit.

**3.1.3 Solicitation responses that are received from Prospective Providers who cannot provide the required documentation shall be considered "non-compliant" and / or "non-responsive" and shall be shredded, in an unopened condition, by the City.**

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**3.1.4 An E-Verify Contractor's (Prime Offeror's) Form, an E-Verify Subcontractor's Form and an E-Verify Sub-subcontractor's Form have been included on the City's web site for your convenience.**

**3.2 S.A.V.E. Affidavit** - The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, **O.C.G.A. § 50-36-1**, by Federal statute, **8 U.S.C. §1611** and **8 U.S.C. §1621**, and by the **Office of the Attorney General**. Pursuant to these definitions, contract awards by the City of East Point are considered "Public Benefits." Beginning on January 1<sup>st</sup>, 2012, any person awarded a Public Benefit must show a secure and verifiable document, and complete the **S.A.V.E. Affidavit**.

**3.2.1** Documents which are considered "secure", "verifiable" and therefore "acceptable" have been identified by the **Office of the Attorney General**. A list of those documents may be obtained directly from the State of Georgia (<http://law.ga.gov/immigration-reports>) or the Federal Government.

**3.2.2** The Selected Provider shall be required to execute the **S.A.V.E. Affidavit** verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City. The **S.A.V.E. Affidavit** has been included on the City's web site for your convenience, but **is only required to be completed by the Selected Provider.**

**3.2.3** A **S.A.V.E. Form** has been included on the City's web site for your convenience.

**4.0 SELECTED PROVIDER'S RESPONSIBILITIES /REQUIREMENTS**

For award consideration, the Selected Provider(s) shall be **required** to:

**4.1 Provide any and all bonds, licenses, permits, insurance, memberships, accreditations, affidavits, and certifications, etc., required or stipulated by the Federal Government, the State and / or the City**

**4.1.1** Any and all bonds, licenses, permits, insurance, memberships, accreditations, affidavits, certifications, etc., required or necessary to manufacture and / or distribute and or deliver the requested items in a safe, lawful and professional manner shall be solely provided by and paid for by the Selected Provider, or their assigned Subcontractor(s) / Sub-subcontractors.

**4.1.2 E-Verify Affidavits** - This solicitation is subject to the **Georgia Security and Immigration Compliance Act**. Pursuant to the **Georgia Security and Immigration Compliance Act of 2006**, as amended by **2011 House Bill 67**, Prospective Providers are hereby notified that all solicitations for services or work that is to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractors with the

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**E-Verify Program**, as well as attestation to each party's continuing and future participation in the **E-Verify Program** as established by the **United States Department of Homeland Security**.

**4.1.2.1** In order to ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the **E-Verify Program** from all Prospective Providers, all of a Provider's proposed Subcontractor(s) and all of a Provider's proposed Sub-subcontractor(s) at the time the Prospective Provider's solicitation response is submitted to the City. **Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response.**

**4.1.2.2** It is preferred that the forms be submitted to the City under separate cover (in a separate envelope), and placed within the Prospective Provider's main submittal package. The separate envelope must be clearly and indelibly marked on the outside "E-Verify Documentation Enclosed", and shall be opened to verify the Prospective Provider's full compliance to the **E-Verify Program** prior to award. Prospective Providers must attest to compliance with the requirements of **O.C.G.A. §13-10-91** and the Georgia Department of Labor Rule 300-10-01-.02 by executing the **Contractor's Affidavit**. **Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who is unable to provide a completed E-Verify Affidavit.**

**4.1.2.3** Solicitation responses that are received from Providers who are unable to provide such documentation shall be considered "non-compliant" and / or "non-responsive" and shall not receive Contract award consideration. Such responses may be shredded upon receipt by the City.

**4.1.2.4** An **E-Verify Contractor's (Prime Offeror's) Form**, an **E-Verify Subcontractor's Form** and an **E-Verify Sub-subcontractor's Form** have been included on the City's web site for your convenience.

**4.1.3 S.A.V.E. Affidavit** - The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, **O.C.G.A. § 50-36-1**, by Federal statute, **8 U.S.C. §1611** and **8 U.S.C. §1621**, and by the **Office of the Attorney General**. Pursuant to these definitions, contract awards by the City of East Point are considered "Public Benefits." Beginning on January 1<sup>st</sup>, 2012, any person awarded a Public Benefit must show a secure and verifiable document, and complete the **S.A.V.E. Affidavit**.

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**4.1.3.1** Documents which are considered "secure", "verifiable" and therefore "acceptable" have been identified by the **Office of the Attorney General**. A list of those documents may be obtained directly from the State of Georgia (<http://law.ga.gov/immigration-reports>) or the Federal Government.

**4.1.3.2** The Selected Provider shall be required to execute the **S.A.V.E. Affidavit** verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City. The **S.A.V.E. Affidavit** has been included on the City's web site for your convenience, but **is only required to be completed by the Selected Provider.**

**4.1.3.3** A **S.A.V.E. Form** has been included on the City's web site for your convenience.

**4.1.4 Certificates of Insurance** - The Selected Provider must provide Workmen's Compensation Insurance, Comprehensive General Liability insurance and any other types or forms of insurance required by the City in the amounts stipulated by the City. Valid **Certificates of Insurance** must be furnished to the City's Contracts and Procurement Division prior to the commencement of any installation work.

**4.1.4.1 All Certificates of Insurance submitted to the City must bear the City's official Bid Number and the full Solicitation Title to which it is applicable.**

**4.1.4.2 \*\*\* NEW REQUIREMENT \*\*\* - All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.**

**4.1.4.3 A thirty (30) days written notice of cancellation must be provided by the Insurer to the City. A ten (10) day notice of cancellation shall be considered insufficient notice and shall not be acceptable.**

**4.1.5** Prior to the obtaining a Contract award, the Selected Provider must provide to the City any and all completed affidavits, forms, or other documentation that is applicable or required by any local, State or Federal entity in order to receive a Contract award. Where possible, the City shall provide to the Prospective Providers such blank affidavits and forms to be completed and / or written notification of other documentation requirements for award.

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**5.0 PRODUCTS / SERVICES TO BE PROVIDED**

**5.1** Reference **Part III, Product Specifications** of the solicitation package regarding the specifics of the product(s) to be provided under this Contract.

**5.2** The Selected Provider MUST be able to provide the City with a unit that meets or exceed the minimum specifications / requirements contained herein. In addition, the Selected Provider MUST be able to provide delivery of the unit to the City's site in an open bodied truck; and MUST be able to unload the unit at the City's warehouse facility without any undue delay.

**5.3** The equipment supplied by the Selected Provider **MUST meet the any and all applicable standards set by recognized testing authorities for this type of equipment, and must be in compliance with any and all local codes and regulations.**

**5.4** The specifications of the unit proposed by Prospective Providers must meet or exceed the City's minimum specifications / requirements. **Any and all deviations and / or exclusions and / or additions in the Provider's product(s) must be listed and explained in detail in an Exceptions Listing and included in the Provider's response package.**

**5.5** The Selected Provider(s) shall ensure that the products provided are warranted by the manufacturer of the equipment to be free from defects in material and workmanship, under normal use and service, for a period of **not less than twenty-four (24) months**. The warranty shall become effective upon installation of the items by the City.

**5.6** Under this solicitation, there shall be a one (1) source responsibility for any and all warranty; parts and service requests through a bone fide local representative employing factory trained service personnel. **Only new and unused OEM parts and / or components shall be used to perform warranty service on the products procured under this solicitation.**

**5.7** The products provided under this solicitation shall not be considered accepted, and payment in full shall not be made by the City of East Point until the following documentation has been provided by the Selected Provider and received by the City of East Point:

**5.7.1** Factory-published specification sheets.

**5.7.2** Hard copies and electronic copies of any and all required documentation, manuals, schematics, etc., as may be detailed herein.

**5.7.3** All of the manufacturer's catalog cut sheets of all auxiliary components (if any).

**5.7.4** The manufacturers' and dealers' written minimum two (2) year after installation warranties.

**5.7.5** A properly completed invoice for the product(s) received by the City. **Please note:** The City shall not pay nor reimburse **separate** warehouse charges and / or handling fees and / or transportation charges and / or delivery charges and / or shipping costs and / or taxes of any type to the Selected Provider.

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**6.0 BRAND NAMES**

**6.1** Any references in this solicitation to brand names, manufacturers, suppliers, catalogue numbers, style numbers, or other proprietary identifiers have been included for the purpose of providing an example of the type and quality of the item the City wishes to procure. Items that are demonstratively equivalent shall be acceptable to the City. The City reserves the right to require demonstration or other proof of equivalency from the Prospective Provider prior to the acceptance of an alternative.

**7.0 EXAMINATION OF SOLICITATION DOCUMENTATION**

**7.1** Prospective Providers shall carefully review the solicitation documents and shall promptly notify the City of East Point's Contracts and Procurement Division, in writing, of any and all ambiguities, inconsistencies, unduly restrictive specifications or errors that may be discovered upon examination of the documents. The Contracts and Procurement Division may be contacted by email at [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org) or by fax at **404.270.7824**. All correspondence must reference the applicable **Bid Number** and be as specific as possible in describing the **page number, location** and **manner** of the suspected ambiguity, inconsistency, restrictive specification or error. If communication with the City is achieved via facsimile, please include a cover sheet to ensure proper receipt of correspondence by the Contracts and Procurement Division.

**8.0 PRE-BID CONFERENCE AND SITE VISIT**

**8.1** All Prospective Providers are encouraged to inspect the Work Site prior to submitting a bid.

**8.2** **An Optional Pre-Bid Conference shall be held promptly at 3:00 PM on December , Friday 02, 2016. Prospective Providers shall meet in Suite 400 at 1526 East Forrest Avenue, East Point, Georgia 30344.** Prospective Providers are expected to be prompt and to arrive on time. **Those who arrive late shall NOT be admitted to the Pre-Bid Conference or Site Visit.**

**8.3** **The City is unable to assume the responsibility of providing printed or verbal directions to this or any other meeting venue,** therefore, Prospective Providers are encouraged to consult a map or an on-line source for directions to the meeting venue well in advance of the meeting time and date. Allowances should be made by Prospective Providers for delays created by weather conditions, traffic, parking issues, building access, unexpected elevator outages, etc. **No reason for arriving late shall be acceptable by the City and no reason for arriving late shall gain a Provider admittance to the Conference after the meeting has commenced.**

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**8.4** In order to gain the greatest benefit from the Pre-Bid Conference and Site Visit, Prospective Providers are encouraged to print and review the official solicitation documents prior to attending the Pre-Bid Conference / Site Visit. Copies of the solicitation documents and associated materials shall NOT be available at the Pre-Bid Conference and / or the Site Visit.

**8.5** After a brief meeting to sign in and discuss key points of the solicitation documents and the City's requirements and expectations, the City shall conduct a visit to the Work Site.

**8.6** Prospective Providers are expected to arrive dressed in a manner that is conducive to the prevailing weather conditions, travelling to and from the Work Site, moving in and out of the mode of transportation, and an inspection of the outdoor Work Site.

**8.7** Prospective Providers must come prepared to provide their own transportation to the Work Site. The City shall only provide a lead vehicle and a representative to conduct the Site Visit.

**8.8** **Questions and inquiries will NOT be entertained during the Site Visit and Participants are strongly discouraged from asking questions. Please reference Section 9.0, Inquiries, Clarifications and Requests of this document.**

**8.9** Prospective Providers may take measurements and make notes if desired. Pictures of the Work Site may also be taken, but for privacy reasons, attendees are asked to refrain from taking pictures of other attendees or other individuals, such as private citizens or City employees, who may be in the general vicinity of the Work Site.

**8.10** A **Pre-Bid Conference Sign-In Sheet** shall be made available by the City. The listing may be obtained by submitting an email request to [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org) following the meeting. Requests for copies of the **Sign-in Sheets** in person or over the telephone shall not be honored.

**8.11** **NOTE: The Pre-Bid Conference Sign-in Sheet shall NOT be made available for the affixing of signatures once the meeting has been adjourned and participants are taken to inspect the Work Site. In order to affix their names to the Pre-Bid Conference Sign-in Sheet, Prospective Providers MUST attend the Pre-Bid Conference prior to attending the viewing of the Work Site.**

**9.0 INQUIRIES, CLARIFICATIONS AND REQUESTS**

**9.1** From the date of issuance to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through the Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia

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30344, email: [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org). If it is deemed necessary for contact to be made with another party within the City, the Contracts and Procurement Division shall make arrangements for that contact to take place. **Providers who attempt to make direct contact with City personnel or elected or appointed officials during the solicitations process to inquire about or discuss this open solicitation will be disqualified from participation or consideration for award.**

**9.2** Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the Bid Due Date **must be submitted in writing** to Mr. Tron D. Jones, Contract Specialist, Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "**Inquiry Enclosed**" to differentiate such parcels from those containing final bid submittals. The deadline for receipt of any and all such **inquiries** is **twelve o'clock noon (12:00 P.M.) on Tuesday, December 06, 2016**. (Please note, this is NOT the Bid Due Date.) Electronically submitted (faxed and / or emailed) requests for changes and / or time extensions shall be given consideration if they are concise, clearly worded and submitted to the City in a timely manner. If communication with the City is achieved via facsimile, please include a cover sheet to ensure receipt of correspondence by the Contracts and Procurement Division.

**9.3** Any written inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract and are received by the City in a timely manner shall be answered in numbered addenda issued by the City of East Point, Georgia. **The City of East Point, its employees and / or elected officials and / or not representative will not respond to verbal inquiries.** In addition the City of East Point reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the City's opinion, to be designed to impede or disrupt the solicitation process.

**9.4** The City usually posts addendums no later than seventy-two (72) hours prior to the established or amended Bid Due Date. For this reason, haste in submitting your response to the City is not encouraged. **It is anticipated that addenda for this solicitation shall be issued to the Public no later than Close of Business (5:00 P.M.) on Friday, December 09, 2016.**

**10.0 VERBAL COMMUNICATION**

**10.1** From the date of issuance to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Providers shall make any and all contact with the City through the Contracts and Procurement Division, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org). If it is deemed necessary for contact to be made with another party within the City, the Contracts and Procurement Division shall make

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arrangements for that contact to take place. **Providers who attempt to make direct contact with City personnel or elected or appointed officials during the solicitations process to inquire about or discuss this open solicitation will be disqualified from participation or consideration for award.**

**10.2** The City, its agents, representatives and / or employees shall not be responsible for any information given by way of verbal communication at any time, or under any circumstances. Valid interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions of the content of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

**10.3** Any written inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract and are received by the City in a timely manner shall be answered in numbered addenda issued by the City of East Point, Georgia. The City of East Point reserves the right to not respond to verbal inquiries. In addition the City of East Point reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the City's opinion, to be designed to impede or disrupt the solicitation process.

**11.0 ALL-INCLUSIVE PRICING**

**11.1** Unless otherwise stipulated herein, the bid price provided by the Prospective Provider **must be all-inclusive**, and is to be the **TOTAL PRICE** to be paid by the City of East Point for the requested items including delivery, inclusive of any and all extras, such as warehousing and transportation. The Selected Provider shall be solely responsible for any and all of the costs associated with obtaining and maintaining licenses, certificates, fees, permits, bonds, and / or insurance required in order to provide and / or deliver the requested product(s) and / or service(s); any and all of the costs associated with labor, personnel, supervision and / or administration necessary to provide and / or deliver the requested product(s) and / or service(s); any and all of the costs associated with lodging, meals, per diem charges, honorariums and / or incidental expenditures incurred by the required or requested personnel necessary to provide and / or deliver the requested product(s) and / or service(s); any and all of the costs associated with shipping, transportation, delivery and / or mailing charges incurred in order to provide and / or deliver the requested product(s) and / or service(s) to the City of East Point Georgia; any and all of the costs associated with any and all vehicles, machinery, equipment, tools, materials, goods and / or supplies necessary to provide and / or deliver the requested product(s) and / or service(s).

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**11.2** All pricing submitted to the City must be **F.O.B. East Point, Georgia**, and must exclude any additional costs or extra costs or add-on costs or charges for such items as transportation, shipping, delivery, handling, warehousing, administration, installation, configuration, integration, or taxes of any type.

**12.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE**

**12.1** Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered “non-conforming” and / or “non-compliant” and / or “non-responsive” in nature and are subject to disqualification from award consideration.

**12.2** The following items must be returned as part of your solicitation response package. Failure to submit **all** of the requested documentation listed below shall subject your bid response to disqualification from award consideration.

**12.2.1 A two (2) envelope bid response is preferred by the City, but is not mandatory.** If a two (2) envelope bid response is submitted, both envelopes may be placed inside of a larger envelope, or taped together, or affixed to one another in a similar fashion.

**12.2.2 IN THE FIRST ENVELOPE – Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response. It is preferred that the forms be submitted to the City under separate cover (in a separate envelope), and placed within the Prospective Provider’s main submittal package. The separate envelope must be clearly and indelibly marked on the outside “E-Verify Documentation Enclosed”, and shall be opened to verify the Prospective Provider’s full compliance to the E-Verify Program prior to award. Prospective Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the C o n t r a c t o r ’ s A  
Under Georgia law, the day it . City of East Point cannot provide consideration to any Prospective Provider who is unable to provide a completed E-Verify Affidavit.**

**12.2.2.1 Solicitation responses that are received from Prospective Providers who cannot provide the required documentation shall be considered “non-compliant” and / or “non-responsive” and shall be shredded, in an unopened condition, by the City.**

**12.2.2.2** A completed, signed and notarized **S.A.V.E. Affidavit** – One (1) signed and notarized original **S.A.V.E. Affidavit** may also be placed in the **FIRST ENVELOPE**. Please note: The completed,

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notarized **S.A.V.E. Affidavit** is only required from the Selected Provider, but must be received by the City before award recommendation can be made by the Requesting Department.

**12.2.2.3** An **E-Verify Contractor's (Prime Offero r's) Form**, an **E-Verify Subcontractor's Form**, an **E-Verify Sub-subcontractor's Form** and a **S.A.V.E. Form** have been included on the City's web site for your convenience.

**12.2.3 IN THE SECOND ENVELOPE** - The completed and signed **Bid Price Sheet** – One (1) signed original and three (3) identical photocopies of the same. This should be the top page of your solicitation response.

**12.2.3.1** It is preferred, but not mandatory, that the Provider's solicitation response **shall be in a second envelope separate from the envelope containing the E-Verify Affidavit**.

**12.2.3.2** This second envelope shall contain the Provider's original bid response and three (3) photocopied of the bid response identical to the original. If necessary, additional envelopes may be used for the photocopies, but must be appropriately marked as "BID COPIES". The second envelope must also contain the following documents to be in compliance:

- Copies of the **manufacturer's most recent sales literature and / or technical specifications** for the voltage regulators proposed by the Prospective Provider – One (1) set of originals with the Provider's name prominently affixed thereto, and three (3) photocopies of the same for each item.
- If applicable, a completed and signed **Deviations / Exceptions / Additions List** containing a comprehensive listing of any and all items / components that are included in the voltage regulator your company intends to provide that are not as specified and / or stipulated by the City. This listing must be all-inclusive and the specific deviation / exception / addition must be very clearly stated – One (1) response set of originals with the Provider's name prominently affixed thereto and clearly marked "ORIGINAL", and three (3) photocopy response sets of the originals, each clearly marked "COPY".

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**If the Prospective Provider does NOT anticipate any exceptions, exclusions, deviations, or extra inclusions that differ from the City's expectations and / or specifications, they must clearly note such on a page, sign the page and include it in their bid submittal package.**

- Failure of a Prospective Provider to include **ALL** of these documents with their bid response may result in the Responder's submission being declared "non-responsive" in nature.

**12.3 PLEASE NOTE: It is preferred by the City that a valid solicitation response shall consist of one (1) envelope containing the E-Verify Affidavits, and a second envelope containing one (1) signed, unbound set of original paperwork conspicuously marked "Original" and three (3) sets of bound photocopies that are identical to the original paperwork and conspicuously marked "Copy". A single envelope solicitation response may be submitted, but it must contain **ALL** of the requested documentation specified by the City. **Failure to submit ALL of the required documentation specified herein or failure to provide E-Verify Affidavits, identical bound copies of the original materials, a Materials Listing, and / or an adequate Bid Bond may result in the disqualification of your submittal from award consideration.****

**12.4** The envelope(s) containing the complete bid response **must** be placed in an outer sealed, opaque envelope / package and clearly marked as follows:

**"Bid No. 2017-1615 – Split System Air Conditioning Unit  
Bid Due Date: 3:00 P.M., Wednesday, December 14, 2016"**

**12.5** The outside of the envelope / package must contain the **name, address and a valid contact telephone number** for the Prospective Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must also be clearly notated "**Bid Response Enclosed**" on the outside to differentiate these parcels from those containing questions or inquiries.

**12.6** All solicitation responses must be addressed / delivered to the following:

**Tron D. Jones, Contract Specialist  
Contracts and Procurement Division  
1526 East Forrest Avenue, Suite 400  
East Point, Georgia 30344  
Telephone: 404.559.6375**

**12.7 This is a sealed bid solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall not be given award consideration.** Any and all responses received in such a manner shall be destroyed in

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an unopened, unread condition by the City upon receipt. Simple quotations for the work to be performed in this solicitation shall not be accepted.

**13.0 TIMELY RECEIPT AND DELIVERY RESPONSIBILITY**

**13.1** Time is of the essence; therefore, solicitation responses must be received by the City **no later than 3:00 P.M., Wednesday, December 14, 2016, hereafter referred to as the Bid Due Date or the Solicitation Due Date.**

**13.2** Each Prospective Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to nor delivered to another person, department or location within the City. Solicitation responses delivered to the Contracts and Procurement Office after the time and / or date specified herein shall not be opened nor given award consideration and shall be destroyed, in an unopened, unread condition by the City.

**14.0 ADDENDA**

**14.1** Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum **ONLY**. Interpretations, corrections, additions or deletions of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

**14.2** If required, addenda shall be issued to all Prospective Providers who are on record as having received the solicitation documents. Distribution of the addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and shall also be made available, free of charge, to all Prospective Providers on the City's web site located at <http://www.eastpointcity.org>.

**14.3 Before submitting a solicitation response**, Prospective Providers must ascertain that all addenda issued by the City have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Provider to assure they have received any and all addenda, and the City shall not be held responsible for any oversight and / or omission on the part of the Prospective Provider.

**14.4 Prospective Providers are discouraged from contacting the City for information regarding the schedule for the issuance of numbered addenda, addenda content, addenda requirements, etc. The City shall not be able to entertain any such inquiries (submitted verbally or otherwise) or to provide any additional information of any type after the deadline for inquiries has expired.** All numbered addenda, in their entirety, shall be made available, free of charge, to all Prospective Providers on the City's web site located at <http://www.eastpointcity.org>.

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**14.5** The City usually posts addendums no later than seventy-two (72) hours prior to the established or amended Bid Due Date. For this reason, haste in submitting your response to the City is NOT encouraged. **It is anticipated that addenda for this solicitation shall be issued to the Public no later than Close of Business (5:00 P.M.) on Friday, December 9, 2016.**

**14.6** Responses that are prepared and submitted by Prospective Providers without benefit of the data and / or information contained in any and all issued addenda shall be considered "non-conforming" and / or "non-compliant" and / or "non-responsive" in nature and may not be given award consideration by the City.

**15.0 VALIDITY OF RESPONSES**

**15.1** All Line Item responses submitted must be valid for a minimum of one hundred and eighty (180) days from the Bid Due Date. All responses shall be irrevocable for this period of time, until the City officially awards this solicitation, enters into a Contract for the goods / work / services, issues a Purchase Order for the goods / work / services, officially rejects your company's response or rejects all responses, or officially cancels this solicitation, whichever shall first occur. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference **Section 17.0** for further details regarding the circumstances.

**15.2** If the solicitation involves or is based upon a Contract for Services, the Provider's terms, the deliverables and the submitted price(s) must be valid, at a minimum, for the entire initial term of the Contract, unless otherwise stated herein.

**16.0 WITHDRAWAL, MODIFICATION AND CANCELLATION OF RESPONSES**

**16.1** By submitting a response to this solicitation, the Prospective Provider agrees to and attests to the understanding that a sealed response may not be modified, withdrawn nor cancelled by the Prospective Provider after the time and date designated for receipt of responses has passed. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference **Section 17.0** for further details regarding the circumstances.

**16.2** Before the time and date designated for receipt of responses has passed, responses submitted early may be withdrawn or cancelled by the Prospective Provider by providing notice to **Tron D. Jones, Contract Specialist**, Contracts and Procurement Division at the address provided herein.. Such notice shall be in writing over the signature of the Prospective Provider, or as otherwise determined satisfactory by the City of East Point. The requesting Prospective Provider may designate that the withdrawn or cancelled response be destroyed in an unopened condition by the Contracts and Procurement Division, or returned, unopened, to the Prospective Provider. If the Prospective Provider designates to have the response returned, unopened, the Prospective Provider must arrange to pick up the unopened solicitation response. Under no circumstances shall withdrawn or cancelled responses be returned to the Prospective Provider at the City's effort or expense.

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**16.3** Sealed responses that are withdrawn or cancelled shall not be opened on City property or in the presence of competing Prospective Providers, nor shall the contents of withdrawn or cancelled responses be discussed with competing Prospective Providers. **Violation of this condition shall result in the immediate disqualification of all Prospective Providers who participate in such actions. Based upon the severity of the offense, the City may make a determination to bar the offending Providers not only from this solicitation but also from participation in future solicitations for a period of time to be determined and specified by the City.**

**16.4** Withdrawn or cancelled responses may be resubmitted, with or without modification, by a Prospective Provider up until the time and date designated as the Bid Due Date.

**17.0 CORRECTION OF CLERICAL OR UNINTENTIONAL ERRORS**

**17.1** After the opening of the solicitation, mistakes or errors that are discovered by the City, Participating Providers or other interested parties may be corrected or a withdrawal of the solicitation response may be allowed in accordance with the provisions of this section.

**17.2** Any obvious clerical mistakes, included but not limited to an error in the calculation of a price extension or percentage, the placement of a decimal point, the unintentional reversal of prices or percentages, incorrect FOB destination, or incorrect FOB point of originality may be corrected by the City in the Prospective Provider's original solicitation response after written verification that a clerical mistake did occur is received by the City from the Prospective Provider.

**17.3** Corrections of other errors may be allowed following a written determination **by the City** that **all of the following conditions** have been adequately met:

- Evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and
- The solicitation response **both as received and as actually intended** is the lowest priced response received.

**17.4** If, **in the City's opinion**, there is a **significant and obvious disparity** between the price of the lowest priced Provider and all of the other Prospective Providers, the lowest priced Provider may be permitted to withdraw their submittal without prejudice upon submission of written evidence and testimony that a non-intentional error did occur in the preparation of the solicitation response. Under these circumstances, the award of the Contract shall go to the next lowest priced, responsive, responsible Provider.

**17.5** If there is no clear and convincing evidence that a mistake or error has occurred, the Prospective Provider shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the City, such a Prospective Provider shall forfeit their bid security and / or be barred from participating in future solicitations conducted by the City.

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**18.0 NON-REIMBURSEMENT OF EXPENSES**

**18.1** The City shall not be held liable for the reimbursement or payment of any cost(s) incurred by Prospective Providers in the preparation or provision of responses to this solicitation or any other solicitation issued by the City of East Point, Georgia.

**19.0 PUBLIC OPENING AND DISCLOSURE**

**19.1** Properly identified responses received on time shall be publicly opened and the Prospective Providers' names and bid amounts read aloud in public. A **Bid Tabulation Sheet** shall be prepared by the Contracts and Procurement Division and made available via email to Prospective Providers and others who submit an emailed request for the information after the Bid Due Date. Contents and details of submitted responses may not be examined by or divulged to competing Prospective Providers or the general public until after a Provider has been selected by the City and a legally binding Contract has been negotiated and entered into or a Purchase Order for the goods / work and / or service(s) has been issued by the City.

**19.2** After the official Due Date, any and all responses and supportive / accompanying materials shall become the property of the City of East Point, Georgia, unless submitted as proprietary material and **so marked as such by the submitting party in a clear and unmistakable manner. Proposals submittals that contain a majority of material marked as proprietary shall not be accepted by the City nor given award considered.**

**19.3** All responses shall be handled in a confidential nature, but submitted materials may be subject to disclosure under various **Freedom of Information** and **Public Disclosure** acts. Review of responses shall be made available to competing Prospective Providers, other interested parties, and the general public after a Selected Provider has been selected by the City and a legally binding Contract has been negotiated and entered into and / or a Purchase Order for the goods, work or services has been issued and accepted. All such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts and the City's Municipal Code. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

**19.4 Inquiries regarding previously existing contracts, solicitations previously issued to the Public, current or active City contracts and /or current Purchase Order procurements or other Open Records Requests (ORR's) should be directed to the City Clerk's Office by telephoning 404.270.7100.** Due to City policy, the Contracts and Procurement Division is unable to directly assist you in such matters.

**20.0 RESERVATION OF RIGHTS**

**20.1** This solicitation constitutes an invitation to submit bid prices for consideration to the City of East Point, Georgia. Without limitation or penalty, the City of East Point, Georgia, reserves and holds at its sole discretion, the reservation of any and all rights contained herein.

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**20.2** By responding to this solicitation, the Prospective Provider acknowledges and consents to the terms and conditions set forth herein.

**21.0 RIGHT TO AMEND SOLICITATION**

**21.1** The City reserves the right, without prior notice of any kind, to supplement, amend, or otherwise modify this solicitation in any manner that is deemed in the best interest of the City.

**21.2** The City reserves the right to change and / or alter the schedule for any events associated with this solicitation and / or any dates contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the City.

**21.3** The City reserves the right to add to and / or delete from the **Scope of Work** and / or **Scope of Service** and / or **Line Items** and / or **requirements** and / or **specifications** set forth and contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the City.

**21.4** A Prospective Provider by submitting a response to this solicitation agrees to be bound by any modifications made by the City.

**22.0 RIGHT TO WAIVE TECHNICALITIES / INFORMALITIES**

**22.1** The City reserves the right to waive any and all technicalities and / or minor informalities contained in the solicitation that it deems are not in the best interest of the City.

**22.2** The City reserves the right to waive any and all technicalities, minor informalities and / or irregularities contained in the responses to this solicitation.

**23.0 RIGHT TO REQUEST ADDITIONAL INFORMATION / PRESENTATIONS**

**23.1** The City reserves the right to request Prospective Providers to submit additional information and / or to send representatives for interviews and / or presentations if deemed necessary or advantageous.

**24.0 RIGHT TO CONDUCT INVESTIGATIONS AND / OR VISITATIONS**

**24.1** The City reserves the right to conduct investigations of the Prospective Providers and their responses to this solicitation, including the verification of any and all references or documentation provided therein, and to request additional evidence to support the information included in any such response.

**24.2** The City, including its representatives and consultants, reserve the right to visit and examine any and all of the facilities referenced in any response and to observe and / or investigate the operations of any such facilities.

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**25.0 RIGHT TO ENTER INTO NEGOTIATIONS**

**25.1** To the extent deemed appropriate by the City and permitted by the City's Procurement Code, the City may select and enter into discussions and negotiations with Prospective Providers who have submitted responses which are found to be reasonably susceptible for award.

**25.2** The City reserves the right to discontinue negotiations with any selected Prospective Provider at any time, with or without providing notice, with or without stating cause.

**26.0 RIGHT TO REJECT RESPONSES / PROVIDERS**

**26.1** The City reserves the right to accept or reject any or all responses, or any portions or components thereof, or to eliminate any or all Prospective Providers responding to this solicitation from further consideration for this procurement, and to duly notify any and all such Prospective Providers of the City's determination in the manner the City's deems the most convenient.

**26.2** The City reserves the right to reject responses that are submitted using a form and / or format other than the form and / or format stipulated herein and / or provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming in nature.

**27.0 RIGHT TO ELIMINATE NON-RESPONSIVE PROVIDERS**

**27.1** The City reserves the right to eliminate from consideration any or all Prospective Providers who submit an incomplete and / or inadequate response or who are not responsive to any and / or all of the requirements of this solicitation.

**28.0 RIGHT TO CANCEL SOLICITATION**

**28.1** This solicitation does not obligate the City to select, procure and / or contract for any goods and / or services whatsoever.

**28.2** The City reserves the right to cancel this solicitation, with or without the substitution of another solicitation, and, if so desired, to terminate this procurement in its entirety at any time. Cancellation of this solicitation may occur with or without cause and with or without prior notification. Cancellation of this solicitation, with or without substitution, shall not result in any liability to any Prospective Provider for any reason whatsoever.

**29.0 CONTRACT AWARD**

**29.1 It is the intent of the City to award a Contract based upon this solicitation. The lowest priced, responsive, responsible Provider for the requested items / Work shall be selected, provided the response submitted by the lowest priced, responsive, responsible Provider(s) has / have been submitted in accordance with and meets the**

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**requirements stipulated in the solicitation package. Only after consideration of any and all determining factors shall the lowest priced, responsive, responsible Provider(s) be determined. At its discretion, the City may award a Contract to one (1) or more Providers, as is deemed in the best interest of the City.**

**29.2** The City may request or require additional information from and / or a meeting with Prospective Providers before making a final determination of award. Any Prospective Provider who refuses to and / or fails to provide such requested information and / or to meet with the City within the time period stipulated by the City shall be eliminated from award consideration.

**29.3** Prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) shall be required to enter into a legally binding written **Agreement** or **Contract** or accept a legally binding **Purchase Order** with the City of East Point, Georgia, based upon the requirements, specifications, drawings, terms and / or conditions contained herein and / or stipulated by the City. In addition, prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) must submit proof to the City of any and all required insurance, affidavits, licenses, certifications, permits, bonds etc. necessary or required herein.

**30.0 VENDOR / PROVIDER PROTESTS**

**30.1** Any actual or Prospective Provider, Bidder, Offer, Contractor, Subcontractor or Sub-subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a Contract shall protest directly to the Contracts and Procurement Division, **Mr. Tron D. Jones, Contract Specialist**, via email at [tdjones@eastpointcity.org](mailto:tdjones@eastpointcity.org) or via fax at **404.270.7824**. A protest with respect to an Invitation for Bids (ITB), Request for Proposals (RFP) or Request for Qualifications (RFQ) must be submitted to the Contracts and Procurement Division in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but under no circumstances after five (5) calendar days of **Notification of Award** of the contract. The City's Municipal Code shall govern all such matters. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or <http://www.municode.com>.

**31.0 INSURANCE REQUIREMENTS**

**31.1** The Selected Provider shall maintain general liability, automobile bodily injury liability and professional liability insurance, issued by an insurance company licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Provider and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives or employees in connection with the Selected Provider's provision of goods and / or service(s) and obligations contemplated by this solicitation. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors or other designees, as additional insured, (with the exception of Workers'

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**PART I. SOLICITATION TERMS AND CONDITIONS**

Compensation and Professional Liability Insurance which shall be exempt from this requirement) and the Selected Provider shall provide to East Point's Contracts and Procurement Office a **Certificate of Insurance** reflecting such coverage prior to shipping and / or providing any goods and / or the commencement of work and / or services contemplated in this solicitation.

**31.2 The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) day notice to the City of East Point, Georgia.**

**31.3 \*\*\* NEW REQUIREMENT \*\*\* - All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.**

**31.4 All policies issued in regard to this solicitation must clearly reference the City's solicitation number and the official title of the awarded solicitation.**

**32.0 HOLD HARMLESS REQUIREMENT**

**32.1** Neither the City, its staff, its representatives, nor any of its consultants and / or attorneys shall be liable for any claims and / or damages resulting from the invitation, advertisement, collection, review, evaluation and / or tabulation of responses to this solicitation.

**32.2** The Selected Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors, representatives or agents of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks or warranties of the Selected Provider contained in this solicitation or their response thereto, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives or employees in connection with the Selected Provider's provision of goods and / or work and / or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute of limitation.

**33.0 NONDISCRIMINATORY REQUIREMENTS**

**33.1** The Selected Service Provider agrees that in connection with the performance of providing the goods and / or work and / or service(s) under this solicitation or any resultant contract, the Provider (and / or his Subcontractor[s] and / or Supplier[s]) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, ethnicity, national origin and / or disability. The aforesaid provision shall include, but shall not be limited to, the following: employment, promotion, upgrading, demotion, transfer,

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recruitment or recruitment advertising, layoff, termination, rates of pay, overtime or compensatory time consideration and / or any other forms of compensation, and / or selection for training, including apprenticeship. The Provider (Subcontractor[s] / Supplier[s]) agrees to post statements of non-discrimination practices in conspicuous places, available for employees and applicants for employment to see that clearly sets forth the provisions of this nondiscrimination practices clause.

**34.0 ETHICS REQUIREMENTS**

**34.1** Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of **any monetary value whatsoever** to any official, employee, representative and / or agent of the City of East Point for the purpose of influencing consideration and / or award of this solicitation. Violation of this clause shall result in the immediate elimination of the Provider's response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider's representative(s) and the City employee(s), if found to be compliant or in complicity and / or collusion therewith.

**34.2** No Public Official, employee, representative and / or agent of the City shall gain any form or type of personal or financial benefit from a decision relating to the award of this contract.

**34.3** No public official, employee, representative and / or agent of the City of East Point shall engage in any discussions with Prospective Service Providers or others that may influence, in any manner, pro or con, the award of this contract. Discussions or conversations for the legitimate purpose of investigating the soundness or qualifications of a potential Selected Provider to perform as required under the terms and conditions of a proposed City's contract shall, by their nature, be exempt.

**34.4** Any and all Selected Service Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of **Part 2, Chapter 4, and Ethics Policy** of the **Code of Ordinances** of the City of East Point, Georgia. Full text of this ordinance may be obtained from the City Clerk's Office by telephoning 404.270.7100 or on-line by visiting <http://www.municode.com/>. The City's **Code of Ordinances** may also be found on the City's web site under the **Featured Links** heading "**City Ordinances Online**".

\*\*\*\* END OF PART I. SOLICITATION TERMS AND CONDITIONS \*\*\*\*

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**BID NO. 2017-1615**  
**REISSUANCE OF CONTRACT FOR THE PROCUREMENT AND INSTALLATION OF**  
**ONE (1) SPLIT SYSTEM AIR CONDITIONING UNIT**  
**PART II. BID PRICE SHEET / PROVIDER CONTACT SHEET**

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The below signed hereby agrees to furnish the goods and/or services at the price(s) and terms stated herein, subject to all instructions, conditions, specifications, addenda, and legal advertisements pertaining to the aforementioned bid. I have read the bid documents, including any attachments, drawings and specifications and believe I fully understand the City's requirements. By submitting this signed response, I hereby acknowledge that I shall accept a contract or purchase order, if awarded the bid by the City of East Point, and understand that such acceptance covers all terms, conditions and specifications of this solicitation. I also hereby certify that I am duly authorized to provide this response and contractually bind my firm.

**TOTAL PRICE FOR ONE (1) SPLIT SYSTEM AIR CONDITIONING UNIT AS SPECIFIED HEREIN,  
DELIVERED AND OFF-LOADED TO THE CITY'S FACILITY:**

\$ \_\_\_\_\_

**My / Our company is a:**     Sole Proprietor     Corporation     Partnership     Joint Venture

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City / State / Zip:** \_\_\_\_\_

**Federal ID Number:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This page must be completed and should be the first page of each and every response included in a submittal. A valid bid submittal shall consist of one (1) signed, unbound original response conspicuously marked "ORIGINAL" and three (3) bound photocopies that are identical to the original response conspicuously marked "COPY".

Failure to submit the response in the manner stated above or failure to enclose additional requested documentation stipulated in the solicitation documents, if any, may result in the disqualification of your submittal. Refer to the Solicitation Terms and Conditions for complete details.

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**PART III. SCOPE OF WORK/WARRANTIES**

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## **UNIT SPECIFICATIONS**

### **Split System Air Conditioning Unit**

1. Install one (1) new 10 ton heat pump unit
2. Install one (1) new air handler
3. Provide all labor and materials required to install this equipment in a workmanlike manner.
4. Remove and reclaim all refrigerant from defective system as per rules and regulations mandated by EPA and dispose of per industry standards.
5. Perform all start-up procedures as per manufacturer's recommendations.
6. Install one (1) new (Honeywell) digital, programmable thermostat.
7. Re-connect existing electrical, ductwork, and install new air filters and remove old equipment.

### **Availability:**

Installation can be scheduled to start once equipment can be ordered & arrives.

### **Warranty:**

5 year compressor, 2 year parts & 2 year labor warranty.