

**General Specifications for the Replacement of
HVAC Units at the Gilmer County Courthouse, Phases 1 and 2, 1 Broad
Street, Ellijay, GA 30540**

June, 2022

GENERAL SPECIFICATIONS

1. BID DOCUMENTS

The Bid Documents are described as including the General Specifications, Detailed Specifications, Bid Form, Non-Collusion Affidavit, and Certificate of Insurance Requirements, all collectively referred to hereinafter as "Bid Documents".

2. COMPLETENESS OF BID DOCUMENTS

Unless written notice is received by Gilmer County as to any apparent discrepancies or incompleteness in the bid documents prior to the date and time for receipt of bids, the bid documents will be considered as clear and complete.

3. ADDENDUM

Gilmer County reserves the right to correct, change, add to or delete from the bid documents by written addendum. Two copies of any addendum shall be forwarded to all bidders. Bidders shall attach one copy of the addendum to their copy of the bid documents and shall sign the other copy and attach it to their bid.

4. EXPLANATION OF BID DOCUMENTS

Any explanation or interpretation of the bid documents by Gilmer County shall be binding only if in the form of a written addendum furnished to all bidders. Oral or other explanations or interpretations made prior to the opening of bids shall not be binding.

5. RESPONSIBILITY

The bid documents generally describe type, quality, methods, workmanship and finish. They include general, sectional and subject titles for convenience only. No responsibility is assumed by Gilmer County for any omission or duplications due to errors in the arrangement of subject matter in the bid documents.

6. INQUIRIES

Inquiries may be directed to Eric Playford at:

Eric Playford

706-972-4012
eplayford@gilmercounty-ga.gov

7. BIDS

- A. Bids must be made on the bid form attached and must be fully completed and signed by the proper person(s).
- B. Bids must be submitted in a sealed envelope clearly identifying its content as:

"Sealed Bid for the Replacement of HVAC Units at the Gilmer County Courthouse, Phases 1 and 2, 1 Broad Street, Ellijay, GA 30540"
- C. Bids must be received at the Commissioners' Office, 1 Broad Street, Suite 106, Ellijay, GA 30540 prior to 2:00 p.m., on Tuesday, July 12, 2022.

8. GUARANTIES OR WARRANTIES

Bidder shall submit with the bid a listing of all guaranties or warranties for the particular item or work proposed to be furnished.

9. INDEMNIFICATION

Gilmer County's acceptance of the successful bidder's bid shall constitute the successful bidder's agreement to indemnify and save harmless Gilmer County and all its officers, agents and employees from all suits, actions, or claims arising out of or from the bidder's acceptance of the bid documents and/or bidder's performance thereunder.

10. WITHDRAWAL OF BIDS

No bidder may withdraw a bid for a period of 60 calendar days after the date set for the opening thereof except for an obvious clerical error. Gilmer County reserves the right to seek legal remedies for a violation of this provision.

11. RIGHTS RESERVED

Gilmer County reserves the right to reject any and all bids, to accept complete or partial bids, all at the sole election of and determined to be in the best interest of Gilmer County by the Board of Commissioners, and to waive any irregularities thereunder.

12. ASSIGNMENT/SUBCONTRACT

The successful bidder to whom an award is made shall not sell, sublet, subcontract, transfer, or assign the contract or any portion thereof or any rights, title, or interest therein to any person, firm or corporation without the prior written consent of Gilmer County. In the event

Gilmer County consents to any assignment or subcontract of the Contract, same shall be only in a form of documentation furnished exclusively by Gilmer County.

13. PAYMENT

Payment shall be made by Gilmer County within 30 calendar days following completion and acceptance/approval of the work by Gilmer County.

14. LIQUIDATED DAMAGES

The successful bidder hereby agrees that liquidated damages of \$250.00 shall be deducted from the contract price for each and every calendar day that said contract continues uncompleted beyond the Completion Date specified in the Bid Form.

15. INSPECTION

Gilmer County may, as it deems necessary, inspect at any time any item and/or work furnished under this Contract. Any such inspection, or lack of any such inspection, shall not in any way relieve the successful bidder and/or his sureties from their responsibilities under this Contract.

16. TAXES

The Successful Bidder will be responsible for the payment of any applicable Excise, Sales, Use and/or other taxes required by law on all materials, tools, apparatus, equipment, fixtures and incidentals which bidder purchases or uses for the purpose of fulfilling the work of this contract, and bidder shall include all amounts required for such taxes within the item prices bid in the bid. No additional payment will be made to cover such taxes. Each bidder shall thoroughly familiarize himself before submitting a Bid with all laws requiring the payment of taxes.

17. REJECTION OF BIDS

Failure to observe any of the instructions or conditions in this request for bids shall constitute grounds for rejection of a bid.

18. LAWS AND ORDINANCES

The Successful Bidder shall comply with all laws, ordinances, rules and regulations of any governmental body, agency or commission having jurisdiction in the matter.

19. ENTIRE AGREEMENT

The Bid Documents, once accepted by the Successful Bidder executing the Bid Form and Gilmer County awarding the bid to Successful Bidder and also executing the Bid Form shall constitute the entire agreement between the parties and the parties acknowledge that no other

oral or written agreement exists between the parties and the parties acknowledge that no other oral or written agreement exists between the parties. The Bid Documents may not be altered or amended in any manner except in writing executed by the Successful Bidder and Gilmer County.

20. BINDING EFFECT

The Bid Documents which constitute the entire agreement between the parties, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, personal representatives and assigns.

21. GEORGIA LAW

The Bid Documents shall be interpreted in accordance with Georgia law and all proceedings brought thereon shall be heard in the Superior Courts of Gilmer County, Georgia.

22. AMBIGUITIES

Any and all ambiguities found in the Bid Documents shall be construed in favor of Gilmer County.

23. NON-COLLUSION AFFIDAVIT

All bidders must submit with their bid a completed and signed Non-Collusion Affidavit on the form attached. Failure to submit the required form may be grounds to disqualify the bidder.

24. INSURANCE

The Successful Bidder is required to furnish Gilmer County, within 10 calendar days after the award of the contract, a Certificate of Insurance, consistent with the Certificate of Insurance Requirements as described hereafter. Failure to furnish the proper Certificate of Insurance within the allotted time shall be deemed to be a contract default and Gilmer County shall have the right to collect the bidder's proposal security as liquidated damages and the right to seek other legal remedies. The Certificate of Insurance shall include any assignment and/or subcontract work.

25. SUPPLIER OF MATERIAL AND LABOR

The Successful Bidder shall provide all labor, materials, equipment, machinery, apparatus and tools and perform all work specified in a satisfactory manner to complete the contract. Any labor and materials not specifically mentioned herein, which may be found necessary to complete or perfect any portion of the work in a substantial manner and in compliance with the requirements stated or implied by these specifications, shall be furnished by the contractor without additional compensation.

26. QUALITY OF MATERIAL AND LABOR

Each item of material, workmanship, or equipment used shall equal or exceed that described or indicated in the specifications. All work shall be performed in a workmanlike manner and in accordance with the best accepted practice.

27. SUCCESSFUL BIDDER RESPONSIBILITIES

The Successful Bidder shall keep a responsible and competent superintendent in charge during the progress of the work. The Successful Bidder is also responsible for determining that all persons assigned to this work have the necessary skills and required licenses. The superintendent shall represent the Successful Bidder in his absence and all directions as to the conduct of the work given to him shall be as binding as if given to the Successful Bidder.

28. EVALUATION FACTORS

Gilmer County intends to evaluate all submitted bids on the following factors and weights:

- 90% Bid Price
- 2.5% Commencement Date
- 2.5% Completion Date
- 2.5% Prior Experience
- 2.5% Bidder's Location to Site

29. AWARD

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.