BOARD OF COUNTY COMMISSIONERS

PROJECT:

PUBLIC SAFETY COMPLEX
AHU 3 CONTROL SYSTEM UPDATE

REQUEST FOR PROPOSAL #2012-107

PROPOSAL DUE:
MARCH 14, 2012 2PM EST

REQUEST FOR PROPOSALS
PUBLIC SAFETY COMPLEX
AHU 3 CONTROL SYSTEM UPDATE
Proposal Number: 2012-107

Due Date: MARCH 14, 2012 2PM

On behalf of Capital Improvements, Camden County Purchasing Department requests sealed competitive proposals for a qualified contractor to furnish all labor, tools, materials and equipment for the update of the AHU 3 Control System at the Camden County Jail, 209 E 4th St Woodbine, GA 31569. This project consists of removing the old system and replacing with a new Automated Logic Control System. There is not a mandatory pre-proposal meeting, however a site visit must be completed in order to submit a proposal. Competitive sealed proposals will be received at the Camden County Purchasing Office until, but no later than 2 P.M. Wednesday March 14, 2012 at which time said sealed proposals will be publicly opened and vendor's names only will be read aloud.

One (1) original and two (2) copies of required proposal documents must be submitted in a sealed envelope marked "Public Safety Complex AHU 3 Control System Update- **RFP #2012-107.**

Proposals may be withdrawn by written request only if the request is received prior to the time and date set for the opening proposals. Negligence on the part of the proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after proposal has been opened. No proposal may be withdrawn for a period of sixty (60) days after the time and date of opening of proposals.

Camden County reserves the exclusive right to determine which Proposer should be awarded the Contract. Camden County also reserves the right to waive any irregularity or informality in a proposal, and accept or reject any item or combination of items, when to do so would benefit Camden County. Also Camden County may reject proposals that do not contain all elements and information requested. Camden County will not be liable for any cost/losses incurred by proposers throughout this process. Camden County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

The Proposer will indemnify, defend, and hold harmless Camden County from and against any and all claims, damages, losses, and expenses including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Proposer or anyone for whom the Proposer is responsible.

This project is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the Georgia Environmental Facilities Authority.

PURPOSE

The Camden County Board of Commissioners is soliciting proposals for the removal of old equipment and replaced with new equipment for the AHU 3 Control System at the Camden County Public Safety Complex (Jail).

SCOPE

Camden County is requiring that the successful proposer provide the appropriate materials, equipment and labor to remove the current system and install a new Automated Logic Control System to control AHU 3 and the seven (7) associated zone dampers. ALL ITEMS FURNISHED MUST FOLLOW BUY AMERICAN GUIDELINES. NO EXCEPTIONS!

- 1 Multi Zone AHU unit controller
  - Fan Control
  - CHW valve control
  - Outside air damper control
- 7 Zone Damper Controls
  - Digital room temperature sensor with set point adjusts and override
  - Damper control
  - Electric duct heater control
- Updating return and outside air dampers
- Demolition of existing pneumatics and controls
- Engineering for submittals, programming and graphics
- Startup and commissioning
- Test and balance
- Owner Training
- 1-year parts and labor warranty

Contractor shall furnish all labor, equipment, tools and materials required to complete this project. This building will be occupied during work, but inmates will be confined from the work area of the day.

Since this job involves federal funds, all contractors who perform work under these funds must agree to comply with the following in their contract work: Copeland Anti Kickback Act, Byrd Anti Lobbying Amendment, Davis Bacon requirements and Equal Employment Opportunity guidelines.

Proposer agrees to submit with each request for payment, copies of each workers weekly timesheet as required by the Davis Bacon Act.

SPECIFICATIONS

1. Condition of Items

   All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

2. Workmanship and Inspection

   All work under the resulting contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless. Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

3. Cleaning Up

   The Contractor(s) shall at all times keep the adjacent areas of the work area free from

rubbish and the accumulation of any waste materials.

4. Safety

All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

5. Incidental and Consequential Damages

No proposer may require contractual language limiting or eliminating liability for incidental and consequential damages.

6. Hold Harmless Clause

The Contractor will, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim.

CONTRACT TERMS AND CONDITIONS

The Contract with the successful proposer will contain the following contract terms and conditions:

1. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the County's authorized representative(s). Any change to the contract must be submitted in writing and approved by the Capital Improvements Coordinator.

2. Contract Quantities

The quantities specified in this contract are estimated only. They do not indicate the actual quantity which may be ordered, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the County. NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT CAMDEN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY.

3. Schedule

Proposers shall provide, with their proposal, a proposed schedule for the project. The project must be complete no later than May 15, 2012. No exceptions! Failure to include the schedule may be ample cause for rejection of proposal as non-responsive. The actual timing for this project shall be coordinated with the County Capital Improvements Coordinator.

4. Delays

If a delay is foreseen, the Contractor shall give ample notice to the County. The County has the right to extend completion date if reasons appear, in the sole discretion of the County, to be valid. Contractor must keep the County advised at all times of status of order. Default in promised completion (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

5. License Requirement

All firms doing business in Camden County are required to hold a current valid business license within the municipality where the home office is located.

6. Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. The Contractor shall not perform any work unless he has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Title 34 Chapter 9 of the Official Code of Georgia.

A. Liability.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar days notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal. cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. The contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

B. Indemnity.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer, Engineer's

Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.
Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

C. Comprehensive General Liability

The successful Bidder shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

***The limits of insurance are as follows:**

a) general liability insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;

b) automobile insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and

c) Workers' Compensation Insurance as will protect potential bidder or offerer from Workers' Compensation Acts

7. Exemption from Taxes

The Contractor shall not charge the County directly for any sales or excise tax. The
County is exempt from State Sales Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County on request. The Contractor
shall be responsible for any payment of any sales, use, or excise tax. This exemption
does not include materials purchased and used by a contractor for a construction project.

8. Method of Payment

Contractor shall submit request for payment ***with weekly employee timesheets attached***, directly to Camden County Facilities Maintenance for payment issuance.

Invoices shall be submitted to:

Camden County Facilities Maintenance
Attn: Harvey Amerson

1144 Godley Avenue
Woodbine, GA 31569

Upon inspection and acceptance of the work, the County will render payment, less any retainage if applicable, within thirty (30) days. Contractors shall provide their federal employer identification number on a standard W-9 form within 15 days after award.

9. Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which case the pa

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and th

10. Severability

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

11. Applicable Laws

This contract shall be governed in all respects by the laws of the State of Georgia

INSTRUCTIONS TO PROPOSERS

1. One (1) original and two (2) copies of required proposal documents must be submitted in sealed envelope marked with the Request for Proposal number, due date, and the proposer's name and address on sealed submission package, as well as outside of shipping packaging.

U.S. Postal Service:
Camden County Board of Commissioners
Purchasing Office
PO Box 99
Woodbine, GA 31569

FEDEX/UPS Deliveries
Camden County Board of Commissioners
Purchasing Office
200 E 4th St
Woodbine, GA 31569

Proposals will be accepted at the above address until the time and date specified above, and immediately after will be publicly opened and vendor names only will be read aloud.

Proposals received after the required time or in any other location other than the Purchasing Office will not be accepted. Camden County will not be held liable for misdirected deliveries nor deliveries that are late due to shipping carrier. Faxed or email submissions will not be accepted.

All proposals submitted in response to this invitation shall become the property of Camden County and will be a matter of public record available for review after award.

2. Inquiries

Questions and inquiries will be accepted from any and all proposers. Camden County Purchasing Officer is the sole point of contact for this solicitation unless otherwise instructed herein. Questions must be submitted in writing up to five (5) business days prior to proposal opening. Questions may be emailed to Keri Moreland at kmoreland@co.camden.ga.us. Unauthorized contact with other Camden County staff regarding the RFP may result in the disqualification of the proposer. Inquiries pertaining to Requests for Proposals must give RFP number and title. Material questions will be answered in writing and will be posted to the county website as an addendum. It is the sole responsibility of the proposer to check the website regularly up to and including the date the proposals are due.

3. Inspection of Site

All proposers must make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful proposer of his obligation to carry out the scope of the resulting contract. Inspections may be arranged by contacting Harvey Amerson at (912) 576-8653.

4. Completion

Proposal must show number of days required to complete each project under normal conditions. Failure to state completion time obligates proposer to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from vendor list.

5. Firm Pricing for County Acceptance

Proposal price must be firm for County acceptance for 90 days from proposal opening date.

6. Quotations to be F.O.B. Destination

QUOTE F.O.B. destination for all competitive sealed proposals. F.O.B. Destination shall include all shipping costs to the Camden County Public Safety Complex.

7. Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of proposer. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided.

8. References

All proposers shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, telephone number, email address, address where work completed and days to complete. Failure to include references may be ample cause for rejection of proposal as non-responsive.

9. Basis for Award

The contract will be awarded to the responsible, responsive proposer(s) whose submission, conforming to the solicitation, will be most advantageous to Camden County - price and other factors considered. Unless otherwise specified in this RFP, Camden County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Camden County when applicable. Any proposer who is in arrears to Camden County at the time of submittal of the proposal shall have that proposal rejected. Camden County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Camden County, shall be deemed non-responsive and the offer rejected. In evaluating proposals, Camden County shall consider the qualifications of the proposers, timeframe, cost, references and guarantees of materials and equipment.

10. Negotiation with the Responsible Proposer

Unless all proposals are canceled or rejected, the County reserves the right to negotiate with the lowest responsive, responsible proposer to obtain a contract price within the funds available whenever such proposal exceeds the available funds. Negotiations with the low proposer may include both modifications of the proposal price and the specifications/scope of work to be performed.

11. Notice of Award

A notice of award will be issued once the project is awarded by the Camden County Board of Commissioners at an open meeting.

Person to contact regarding this proposal:
_____

Title:_____

Phone:_____ Fax:_____

Email Address:
_____

Name of person authorized to bind the Firm:
_____

Signature:_____

Date:_____

Name of Company
:_____

Address:_____

References

Proposers shall provide references on this form.

1. Firm Name_____
_____

   Contact_____Phone_____
_____

   Title_____E-mail_____
_____

2. Firm Name_____
_____

   Contact_____Phone_____
_____

   Title_____
_____E-mail_____

3. Firm Name_____
_____

   Contact_____Phone___
_____

   Title_____E-mail_____
_____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Camden County Board of Commissioners has registered with and is participating in a federal work authorization program* [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], 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 (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

_____

EEV / Basic Pilot Program* User Identification Number

_____ _____

BY: Authorized Officer or Agent (Contractor Name) Date

_____

Title of Authorized Officer or Agent of Contractor

_____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
_____ DAY OF _____, 201_

_____

Notary Public

My Commission Expires:_____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Camden County Board of Commissioners has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____

EEV / Basic Pilot Program* User Identification Number

_____ _____

BY: Authorized Officer or Agent Signature Date
(Subcontractor Name)

_____

Title of Authorized Officer or Agent of Subcontractor

_____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 201_

_____

Notary Public

My Commission Expires:_____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATEMENT OF PROPOSER'S QUALIFICATIONS

(To be subscribed and sworn to before a notary public)

The proposer submits the following statement of proposer's qualification for consideration by the Owner.

Legal Name of Proposer/Firm: _____
_____

Street Address: _____
_____

_____
_____

Telephone Number: _____
_____

Fax Number: _____
_____

Email Address: _____
_____

When Organized: _____
_____

Where Incorporated: _____
_____

Number of years engaged in the contracting business
under the present firm name:
_____

Plan of Organization: ___Proprietorship ___Corporation ___Partnership

The proposer has never refused to sign a contract at the original bid. ____T _____F

The proposer has never been declared default on a contract. ____T _____F

Remarks
:_____
_____

_____

The foregoing statement of qualifications is submitted under oath.

Under oath, I certify that I am a principal or other representative of the firm of

_____ and I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibility for the foregoing subject matter and as such, I am personally knowledgeable of all its pertinent matters. The foregoing statements of facts in the foregoing proposal are true.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, labor supplies or equipment and is in all respects, fair and without collusion or fraud. We understand collusive bidding is violation of state and federal law and can result in fines, prison sentences and civil damage awards. We agree to abide by all conditions of this proposal.

The full name and addresses of persons and firms interested in the foregoing proposal as principals are as follows:

_____

_____

_____

_____

_____

Date :_____

Legal Name of Firm :_____

By (Signature): _____

Printed Name: _____

Title: _____

Sworn to and subscribed before this _____day of _____201__.

_____
Notary Public

My commission expires: _____

CAMDEN COUNTY BOARD OF COMMISSIONERS
PUBLIC SAFETY COMPLEX AHU 3 CONTROL SYSTEM UPDATE
RFP#2012-107

PROPOSAL FORM

DATE:_____

TO: CAMDEN COUNTY BOARD OF COMMISSIONERS
200 E 4TH ST.
WOODBINE, GA 31569

Having carefully examined the Proposal Documents entitled Public Safety Complex AHU3 Control System Update, and Addendum(s) No. (s) _____ as well as the premises and conditions affecting the work, we propose to furnish all services, labor, equipment and materials called for them for the entire work, in accordance with aforesaid

documents, for the sum of

_____
_____Dollars

($_____) which sum is hereinafter called the “Base Proposal.”

We agree that this proposal may not be revoked or withdrawn for a period of thirty (30) days following such time. In the case we are notified in writing, by mail, or email of acceptance of this proposal within thirty (30) days after the time set for the opening of proposals, we agree to begin within ten (10) days, work for the above stated project.

We agree to have project complete no later than May 15, 2012.

The undersigned agrees to commence actual physical work on the site with an adequate for and equipment within ten (10) days of the notice to proceed to the undersigned and to complete fully all work on or before _____**calendar days** from notice to proceed.

Legal Name of Firm :_____

By (Signature): _____

Printed Name: _____

Title: _____