



## **Request for Proposal**

**City of Auburn  
Auburn Public Library**

**RFP 23-001**

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<b>RFP Available:</b>	Wednesday, March 8, 2023
<b>Optional Pre-Proposal Meeting:</b>	Monday, March 13, 2023 @ 2:00 pm
<b>Optional Pre-Proposal Meeting Location:</b>	24 5 <sup>th</sup> Street, Auburn, GA 30011
<b>Deadline for questions:</b>	Monday, March 13, 2023
<b>Submittal deadline:</b>	Tuesday, March 14, 2023 @ 3:00 pm

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**City of Auburn**

P.O. Box 1059  
1369 4th Avenue  
Auburn, GA 30011  
Phone/Fax: (770)513-9255  
Email:spalmer@cityofauburn-ga.org

The City of Auburn, Georgia is soliciting competitive sealed bids from qualified suppliers for ITB 23-001, **Replacement of Library HVAC Unit.**

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Invitation to Bid (ITB) shall not be changed or superseded except by written addendum from The City of Auburn Purchasing Department. Failure to comply with the written requirements for this (ITB) may result in disqualification of the submittal by The City of Auburn.

Award will be made to the supplier(s) submitting the lowest responsive and responsible bid. The City of Auburn, Georgia reserves the right to reject any or all bids, to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. The City of Auburn, Georgia reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS ITB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

**We look forward to your bid and appreciate your interest in the City of Auburn, Georgia.**

**CITY OF AUBURN, GEORGIA INVITATION  
TO BID FOR REPLACEMENT OF HVAC  
UNIT INVITATION TO BID OVERVIEW**

**1 PURPOSE**

This request for proposal is for the replacement of an HVAC unit located at the Auburn Public Library, 24 5<sup>th</sup> Street, Auburn, Georgia 30011.

**1.1 INFORMATION TO VENDORS**

**ITB TIMETABLE**

The anticipated schedule for the ITB is as follows:

ITB Available	<b>March 8, 2023</b>
Deadline for questions	<b>March 13, 2023 @ 3pm (1 DAY BEFORE DUE)</b>
Submittal deadline	<b>March 14, 2023 3:00pm, local time prevailing</b>

**1.2 ITB SUBMISSION**

One (1) original, One (1) copies and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the ITB Number and title to:

City of Auburn  
Attention: Sunshine  
Palmer

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Auburn.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

**1.3 CONTACT PERSON & INQUIRES**

Vendors are encouraged to contact **Sunshine Palmer at 770-963-4002 or [spalmer@cityofauburn-ga.org](mailto:spalmer@cityofauburn-ga.org)** to clarify any part of the ITB requirements. All questions that arise must be submitted prior to one business day(s) before the submittal due date and shall be directed to the contact person in writing via

facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the vendor's submittal. ***Vendors may not contact any elected official or other City Employee to discuss the proposal process or proposal opportunities, contact of this nature will result in immediate disqualification of the vendor.***

#### 1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Auburn will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this RFP. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail.

Addenda will be published at [www.cityofauburn-ga.org](http://www.cityofauburn-ga.org) under the “Doing Business Here” tab and on the Georgia Procurement Registry. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP & Bid Communications can also be requested as stated above (1.3).

***Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the owner’s requirements***

#### 1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Auburn assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

#### 1.6 REJECTION OF BID

The City of Auburn may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. ***Submittals received after said time or at any place other than as stated in the notice will not be considered.***

#### 1.7 MINIMUM ITB ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 30 days from the date specified for receipt of submittals.

#### 1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this ITB, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Auburn has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

### 1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the ITB to the City of Auburn, or any work performed in connection therewith is the responsibility of the vendor(s).

### 1.10 ITB OPENING

ITB submittal prices will be opened and reviewed by a selected committee. A list of companies responding to the ITB may be obtained from the Purchasing Agent, after the ITB due date and time stated herein.

1.11 TAXES. The selected vendor will be provided with the City of Auburn Sales and Use Tax Certificate of Exemption number upon request.

### 1.12 VENDOR INFORMATION

All submissions shall include a current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of that state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

### 1.13 DELIVERY

1.13.1 Delivery of all materials from this quotation must be FOB destination to the City of Auburn. Delivery shall be made within the vendor's quoted days after receipt of order. Any item(s) not delivered within the time limit may be cancelled by City at no expense to same. No deliveries are accepted on Saturdays, Sundays or holidays. DELIVERY SHALL BE ACCOMPLISHED ON WEEKDAYS BETWEEN 8:30AM AND 3:30PM EASTERN TIME.

1.13.2 The bidder shall be responsible for the protection of the City of Auburn premises and property and will be held liable for any damages caused by the bidder, bidder's employee(s) or bidder's agent(s) during the execution of this bid, resultant purchase orders or contracts.

### 1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

### 1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Auburn they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2. apply:

1.15.1 During the performance of this contract, the contractor agrees as follows:

1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.15.1.2 The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1.15.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.15.2 The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### 1.16 INSPECTION

All merchandise and services shall be subject to inspection after arrival at destination or completion of work. In case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the City has the right to reject such items and/or services and return them at bidder's expense.

#### 1.17 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the ITB unless clearly and specifically noted otherwise in the BID

#### 1.18 PRICE

Prices quoted shall include all costs and charges to include, but not limited to purchasing, packing, transporting the equipment and/or services described herein. The City of Auburn is exempt from state sales tax. All fees shall be included in the bid price. Bidders must quote based on the bid unit listed.

#### 1.19 SAMPLES

If samples are requested by the City of Auburn, they shall be at no charge to the City and will become property of the City, unless return is requested by the bidder in writing in their bid. Return of samples will be at bidder's expense.

#### 1.20 TRADE NAME

Bidders are required to indicate the brands and models of merchandise and/or services quoted. Unless listed as "brand/model only", brand names and models listed in specifications are used as a standard of quality and/or clarification of desired product.

### 1.21 MARKING

Merchandise in full cases shall have an identification marking on the outside of the case. Each case, shipping container, etc. shall be marked with the Purchase Order Number supplied by the City.

### 1.22 SAFETY

Material Safety Data Sheets shall be provided for all applicable items.

## **ITEM SPECIFICATIONS**

Listed specifications are for reference purposes. Items or machines proposed should meet or exceed these specifications as greater or equivalent to those listed. The City will entertain machines that lack **some** of the listed specifications.

## 2.0 GENERAL SPECIFICATIONS

2.1 One (1) – 20-ton air handler (inside)

2.2 Installation for 2.1

2.3 One (1) – Two-circuit heat pump system with (2) two 10-ton compressors in a single unit (outside)

2.4 Installation for 2.3

2.5 Supply duct work and fittings to tie into existing duct work, overflow drain pans with safety switch, refrigeration lines.

2.6 Removal and disposal of old equipment

2.7 Recovery of old Freon as per EPA requirement

## 3.0 PROCEDURES & MISC. ITEMS

3.1 The project will be administered by the City of Auburn through the Purchasing Agent being the main point of contact for all questions during the preliminary procedures. After a contract or bid is awarded a project manager will be designated.

3.2 All respondents to this ITB should include equipment, lead time, and any warranty information.

3.3 All questions shall be submitted in writing (e-mail is preferred) and relevant questions shall be posted on our website (see 1.4)

3.4 All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United

States of America and the open records policies of the City of Auburn. All such materials shall remain the property of the City of Auburn and will not be returned to the respondent.

- 3.5 All respondents to this ITB shall hold harmless the City of Auburn, and any of their officers and employees from all suits and claims alleged to be a result of this ITB. The issuance of this ITB constitutes only an invitation to present a bid. The City of Auburn reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this ITB. The City of Auburn also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event, that this ITB is withdrawn, or the project canceled for any reason, the City of Auburn shall have no liability to any respondent for any costs or expenses incurred in connection with this ITB or otherwise.
- 3.6 Failure to submit all the mandatory forms from this ITB package shall be just cause for the rejection of the qualification package. However, the City of Auburn reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
- 3.7 In case of failure to deliver goods in accordance with the contract terms and conditions, The City of Auburn, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Auburn may have.
- 3.8 Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
- 3.9 It is understood and agreed between the parties herein that the City of Auburn shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

#### 4.0 FINAL SELECTION

- 4.1 Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the City of Auburn by the project representative. Following approval, the City will complete negotiations.
- 4.2 The City of Auburn reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals.



4.3 Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1)**. The form is provided with this ITB package.

#### 5.0 Evaluation Method

5.1 The City will evaluate all bids deemed responsive to this invitation by a committee selected by the City of Auburn. Discussions may take place with the short-list vendors to ensure clarification. The award will be based upon the proposal that is determined to be the most advantageous to the City.



**NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Owner, Partner or Officer of Firm

\_\_\_\_\_  
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Auburn or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Auburn or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXECUTION OF PROPOSAL**

DATE: \_\_\_\_\_



The potential vendor certifies the following by placing an "X" in all blank spaces:

- \_\_\_ That this proposal was signed by an authorized representative of the company.
- \_\_\_ That the potential Contractor/Vendor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_ That all costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_ That the potential vendor agrees to the conditions as set forth in this INVITATION TO BID with no exceptions.

Therefore, in compliance with the foregoing **Invitation to Bid**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

---Sign on next page---

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Business Contact Representative

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Operational Contact Representative

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Vendor's Name

Federal ID #

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Address

---

Phone

Fax

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Email

---

Authorized Signature

Date

---

Typed Name & Title



**ADDENDA ACKNOWLEDGEMENT**

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

Addendum No. \_\_\_\_\_

Addendum No \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative/Title  
(Print or Type)

\_\_\_\_\_  
Authorized Representative (Date)  
(Signature)

***Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the owner's requirements.***



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: \_\_\_\_\_  
Contract No. and Name: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, company, or corporation which is contracting with the City of Auburn has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Auburn at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify User Identification Number                      Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent    Date  
(Name of Person or Entity)

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public    [NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement 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