

INVITATION TO BID

BID NO. 2027-001

40 Ton RTU

BID SUBMISSIONS DUE:

September 14th 3:00 PM

At

Bryan County Board of Education

BRYAN COUNTY BOARD OF EDUCATION

8810 Hwy 280 East

Black Creek, GA 31321

(912) 851-4000

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OVERVIEW

This is an invitation to submit a bid to supply the Bryan County Board of Education with equipment, supplies, and/or services as indicated herein. **Sealed bids will be received at the Bryan County Board of Education office, located at 8810 Hwy 280 East, Black Creek Georgia up to September 14th, 2026 at 3:00 PM. Bids will be opened and publicly read at 3:00 PM at the Bryan County Board of Education office.** The Bryan County Board of Education reserves the right to reject any and all bids and to waive all formalities.

Instructions for preparation and submission of a bid are contained in this Invitation for Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink. If you do not wish to submit a bid, return the signed bid invitation sheet and state the reason; otherwise, your name may be removed from our list of bidders.

BID PRICE

BID SPECIFICATIONS FOR:

1. 40-TON RTU to Replace the existing unit.
Existing Carrier unit model 50ZGF040K-K600BG, Serial 3708U27743
2. ADAPTER CURB specified to fit 40-ton RTU
3. Installation of RTU
4. All miscellaneous materials required for the install of the RTU must be included in the bid amount.
5. One year warranty of labor.

Total Bid Amount: \$_____

SIGNATURE OF RESPONSIBLE PARTY: _____

TITLE: _____

COMPANY: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

Bid No. 2027-001



BID EXCEPTIONS

If the commodity(ies) and/or service(s) proposed in your bid is in ANY WAY different from that contained in this proposal, you, as the bidder, are responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that your offer is in total compliance with all aspects of the proposal.

Differences Between Proposal and Bidder's Offer:

SIGNATURE: _____

TITLE: _____

COMPANY: _____

TELEPHONE: _____

BID ACKNOWLEDGEMENT

The undersigned contractor certifies that he/she has carefully read the list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in the bid/quote are in accordance with all documents contained in this Invitation for Bid package, and that any exception taken thereto may disqualify the contractor's bid/quote. The undersigned further agrees to be bound by the provisions herein stated.

This _____ day of _____, 20__

SIGNATURE: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

**THE ABOVE ACKNOWLEDGMENT MUST BE PROPERLY SIGNED AND FIRMLY ATTACHED TO YOUR BID.
THIS ACKNOWLEDGMENT BECOMES A PART OF YOUR BID AND WITHOUT IT YOUR BID IS NOT
COMPLETE AND WILL BE SUBJECT TO REJECTION.**

TO ALL PROSPECTIVE VENDORS:

Because of the many requests to be placed on our vendors' lists, we are continuously updating them. While we want to include all bona fide vendors, we do not want to send notifications to those vendors who may no longer be interested in participating in our solicitation procedure.

If you do not choose to respond to the attached Request for Proposal, please fill in the form below indicating whether or not you want to be retained on our current vendors' list.

Vendors who do not respond in any way (by either submitting a proposal or by returning the form below) over a period of one year will be removed from the vendors list.

If you desire to submit a "NO BID", please indicate by checking one or more of the reasons listed below. (Please indicate No Bid with Bid Number.) Return to Bryan County Board of Education, Attn: Allison Smith, 8810 Highway 280 East, Black Creek, Georgia.

- ☐ Unable to bid at this time. Would like to receive future bids.
- ☐ Do not offer this product or service; remove us from this item only.
- ☐ Remove us from your Bidder's List.

This page must be returned only if you are not bidding.

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

COMPANY NAME BID NUMBER

SPECIFICATIONS

SPECIFICATIONS

40 TON RTU

New RTU should be a replacement for 40-ton RTU Carrier model 50ZGF040K-K600BG, Serial 3708U27743

All miscellaneous materials required for the install of the RTU must be included in the bid amount.

One year warranty of labor.

Provide an estimated date of install: _____

If the commodity(ies) and/or service(s) proposed in your bid is in ANY WAY different from that contained in this proposal, you, as the bidder, are responsible for clearly identifying all such differences under the section titled "Bid Exceptions" on page 5 of this document.

REQUEST FOR ADDITIONAL INFORMATION

For answers to questions or particulars regarding this Request for Proposal, all interested parties are to contact:

Wes Valentine
Director of Operations -Bryan County Schools
8810 US Hwy 280 East
Black Creek, GA 31308
Email: wvalentine@bryan.k12.ga.us
Phone: (912) 851-4013

To ensure that all prospective bidders receive equitable information, all information that is shared with one bidder will be sent out to all others. All questions must be submitted by 3:00 PM on August 31, 2026. Answers will be submitted to all prospective bidders by 3:00 PM on September 2, 2026.

BID INSTRUCTIONS AND CONDITIONS

(These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.)

1) PREPARATION OF BIDS

- a) **All prices and bids must be typed.** No erasures are permitted. Errors may be crossed out and corrections typed adjacent and must be initialed in ink by the person signing the bid.
- b) Brand names and numbers when given in bids are for reference to establish a quality standard unless “no substitution” is stated in the specifications. Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal in quality. Specifications used are intended to be open and nonrestrictive. When no reference or change is made on proposal by bidder, it is understood that the specific item named on the proposal shall be furnished by the bidder. If bidding on other than the make, model, brand or number shown, and offered as an equal, complete technical information, specifications, manufacturer’s name, catalog reference and a catalog cut must be attached to the proposal letter. Failure to include the supportive information will result in the item automatically being rejected. The Board, through its Purchasing Agent, shall be the sole judge in making determination as to the quality. All decisions shall be final.
- c) Quote on each item separately. All or nothing bids, items or groups based on other items or other bids, will not be considered. **Prices must be stated in units specified** in the bid in order to be considered. Prices are intended to be valid and to remain unchanged for the duration of the contract period.
- d) Time of delivery is part of the bid and must be adhered to. If it is impossible to meet the delivery specified in the bid, bidder shall state the best delivery possible in the space provided on the Bid Request. Time shall be stated in days and days shall mean “calendar days”.
- e) Failure of the bidder to sign the bid/quote or have the signature of an authorized agent or representative on the bid/quote, **IN THE SPACE PROVIDED**, will be cause for the rejection of the bid/quote. Signature must be written in ink. Typewritten or printed signatures are not acceptable.
- f) Telephone/fax bids in lieu of this form **will not** be accepted.

2) SUBMISSION OF BIDS

- a) **Electronic Submittal:** Bids may be submitted electronically via email subject to the following requirements:
- b) **Email submittal:** Bids submitted via email shall be sent to Allison Smith at asmith@bryan.k12.ga.us. The subject line must read exactly: **Attn: Response to bid 2027-001**. Emails received with an incorrect subject line may not be identified as a bid submission and could be disqualified. All bid forms must be included as attachment in PDF format. Electronic bid submissions will be saved in a secure private folder and will not be opened or viewed until after the bid submission deadline of September 14, 2026 at 3:00PM ET. In the event Mrs. Smith is unavailable, a designated BCSD administrative staff member will monitor her email solely for the purpose of securing bid submissions in the private folder.

- c) Regardless of submittal method, all bids must be received by September 14, 2026 at 3:00 PM ET. Late electronic submittals may not be considered. BCSD will not be responsible for email delivery failures, spam filtering, or other technical issues affecting electronic submittal delivery. Bidders submitting electronically are encouraged to request a read receipt or delivery confirmation.
- d) **Submittal by Mail or Hand Delivery**
 - i) Mailing Address:
Bryan County Board of Education, ATTN Allison Smith
8810 Highway 280 East, Black Creek, GA 31308
 - ii) Hand Deliver:
Allison Smith
Bryan County Board of Education,
8810 Highway 280 East, Black Creek, GA 31308
- e) Each bid must be submitted on the enclosed form in a sealed envelope with **the company name, opening date and time, and bid number printed on the outside of the envelope.**
- f) Bids, modifications to bids or corrections on bids received after the opening time specified will not be considered. The Board will not be responsible for lateness of receipt due to mail delays.
- g) If necessary, addendums to the Bid will be posted on the Bryan County Board of Education website up to seventy-two (72) hours before the Bid opening time.

3) AWARDS

- a) Awards will not be made to a vendor for less than \$500.00 when there are multiple awards on a bid.
- b) Bidders agree that their bids are subject to acceptance at any time within 30 days after opening, unless otherwise stipulated in the bid.
- c) Bid tabulations shall be available at the time of award.
- d) The Board may place additional orders or increase quantities at quoted prices in excess of the original bid with the consent of the bidder and for such period of time as may be agreed upon between the Board and the bidder.
- e) The Board may accept or reject any or all bids or part of bids and may waive informalities, technicalities and irregularities. The Board may decide not to purchase the item once all bids are received if the needs of the board have changed. The judgment of the Board on such matters shall be final.
- f) **CONTRACT:** The Request for Bid, Bidder's Response and a Purchase Order or Contract and its attachments, either attached hereto or by reference, when received by the successful bidder, shall constitute (1) a binding Contract on the terms set forth herein, and (2) the entire Contract, and it is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.
- g) The following criteria are used in determining low responsible bidder:
 - i) The ability, capacity and skill of bidder to perform required service;
 - ii) Whether bidder can perform service promptly or within specified time;
 - iii) The character, integrity, reputation, judgment, experience, and efficiency of bidder;
 - iv) The performance of previous contracts;
 - v) The suitability of equipment or material for Bryan County Board of Education use;
 - vi) The ability of bidder to provide future maintenance and parts service.

- vii) The price of the bid
- h) Payment terms are net 30 days unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids/quotes if they are deemed advantageous to the Bryan County Board of Education.

4) REJECTION OF BIDS

The Bryan County Board of Education reserves the right to reject any and all bids or quotes, and to waive any minor discrepancies in the bids or quotes when deemed in the best interest of the Bryan County Board of Education. The Bryan County Board of Education reserves the right not to purchase the item in this bid if the needs of the board change between issuing the bid and issuing a purchase order for the item.

5) AUTHORIZED PURCHASES

All purchases, whether for products or services, must be supported in advance by an official hard copy purchase order or valid purchase order number. The Bryan County Board of Education will not be bound by any unauthorized purchases.

6) TERM (Not applicable for this bid)

~~The standard effective term of this Bid will be twelve (12) months based on the dates specified in the Bid Award. The Board reserves the option to renew this Bid up to a maximum of three (3) additional terms of twelve (12) months each for a total potential term length of four (4) years. Pursuant to O.C.G.A. Section 50-5-64, this contract shall not be deemed to create a debt of The Board for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.~~

7) DELIVERY TERMS

- a) Prices quoted shall be based on delivery to the **crane service of your choice and installation at Richmond Hill Elementary School.** Prices are to include all necessary wiring, connecting, leveling, piping, uncrating, moving and all other changes incurred in placing the equipment in operation, unless otherwise specified. All merchandise requiring installation, and which is shipped to the site must be received by the successful vendor's regularly employed personnel and the equipment stored in the area designated by the owner's representative. The Board will not assume responsibility for any items which require installation until it is completely installed and demonstrated to the appropriate school officials.
- b) If the bid item requires pick up from the Bryan County Board of Education, pick-up address and date should be specified in the vendors' proposal.
- c) UNLESS OTHERWISE SPECIFIED BY THE BRYAN COUNTY BOARD OF EDUCATION, ALL PRODUCTS, MATERIALS, SUPPLIES, AND/OR EQUIPMENT QUOTED MUST BE DELIVERED WITHIN THIRTY (30) DAYS OF BID/QUOTE ACCEPTANCE.

8) SHIPPING AND MARKING

- a) ~~Where two or more items are packaged together, their combined weight shall be no more than two thousand (2,000) pounds.~~
- b) MARKING: ~~Include packing list in each shipment. Packing list must show Bryan County Board of Education Purchase Order Number, Contents and Shipper's Name and Address, mark packing list and Invoices covering final Shipment "Order Completed". If no packing list accompanies the shipment, the Buyers count will be accepted. Mark (upper left corner) of each package (box, crate, barrel, bundle, piece) clearly with (1) Shipper's name and address, (2) Contents, (3) Board of Education Purchase Order Number, and (4) Bill of Lading or Express Receipt and on every package the marking specified above, will obligate Shipper for any and all extra cost incurred, including drayage or demurrage.~~

9) SAMPLES (N/A for this bid)

- a) ~~Samples, when required, must be furnished at the Bidder's expense to the Board. Samples must be tagged with the bidder's name and Bid Number. Samples not used or destroyed in testing will be returned to the bidder at his request and at his expense.~~
- b) ~~The Board will assume no responsibility for items destroyed or stolen when being tested.~~

10) INVOICES

All invoices must show the purchase order number, the item number, and should be mailed to Bryan County Board of Education, Finance Department, 8810 Hwy 280, Black Creek, GA 31308.

11) PAYMENT

PAYMENT IN FULL will be made by the Board of Education when an invoice is received indicating that the goods and/or services have been delivered. The Board of Education will also make **PARTIAL PAYMENT** when partial shipment is received, as long as an invoice is received indicating partial delivery.

12) DEFAULT

In the event any property or service to be furnished by the bidder under a Contract or purchase order should for any reason not conform to the specifications contained herein, or to the sample submitted by the bidder with his bid, the Board may reject the property or service. Then, in which event, with specific instructions from the Director of Purchasing, the bidder shall immediately remove the property without expense to the Board and replace all rejected property with such property or service conforming to the specifications or samples. Should the bidder default in the performance of the foregoing paragraph, the Board may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the bidder, the difference between the contract price and the actual cost of the property to be replaced or substituted. Price paid by the Board of Education in such event shall be the prevailing market price at the time the substitute purchase is made.

13) COMPLIANCE

All property or services furnished must comply with all applicable Federal, State and Local Laws, Codes and regulations. Successful Bidders must obtain County Permits where necessary.

14) RIGHTS AND REMEDIES

The rights and remedies of the Board provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15) BIDDERS EVIDENCE OF RESPONSIBILITY

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the items offered satisfactorily and expeditiously and that they are authorized dealers and can provide necessary services and warranties for items they propose to furnish.

16) SUCCESSFUL BIDDERS

~~Successful Bidders will be responsible for seeing that all County Inspection Codes are complied with as regarding (1) electrical, (2) gas and (3) water fittings and outlets. Field Checks for exact measurements of all spaces for items to be furnished will be the responsibility of the successful bidder. This is to insure proper fitting of all items in the space provided. Shop Drawings, if applicable, will be prepared and three (3) copies will be furnished to the Board of Education Purchasing Department, before work is begun.~~

17) RESPONSE

Failure to respond to Invitation to Bid (submission of bid, or written notice that vendor is unable to bid on this particular request but wishes to remain on the active bidder's list for this particular item) will be understood by the Board of Education to indicate a lack of interest and concurrence in the removal of the vendor's name from the Board's mailing list.

18) DEBARMENT STATUS

By submitting their bid or proposal, all vendors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

SURETY REQUIREMENTS

NOT A REQUIREMENT FOR BID NO. 2027-001

A Bid Bond for five percent (5%) of the amount of the bid ~~is not~~ required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid ~~is not~~ required of the successful bidder.

The bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The bidder further certifies that his/her bid shall not be withdrawn for thirty (30) days from the date on which his/her bid is publicly opened and read.

The bidder agrees, if awarded this bid, he/she will:

1. ~~Furnish, upon receipt of an authorized Bryan County Board of Education purchase order, all items indicated thereon as specified in this bid proposal for the bid amount, or;~~
2. ~~Enter into a contract with Bryan County Board of Education to perform such services and/or furnish all materials, supplies, and equipment needed to accomplish the work as stated or specified in this bid proposal for the bid amount, and;~~
3. ~~Furnish, if required, a Performance Bond, and acknowledges Bryan County Board of Education's right to require a Performance Bond of a specific kind and origin, and;~~
4. ~~Forfeit the amount of the Bid Bond as liquidated damages if he/she fails to enter a contract with Bryan County Board of Education as stated in (2) above, within fifteen (15) days of the date on which he/she is awarded the bid, and/or;~~
5. ~~Forfeit the amount of the Performance Bond as liquidated damages if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:~~
 - a. ~~The difference between his/her bid and the next lowest, responsible bid that has not expired or been withdrawn, or;~~
 - b. ~~The difference between his/her bid and the amount of the lowest, responsible bid received as a result of re-bidding, including all costs related to re-bidding.~~

SIGNATURE: _____

TITLE: _____

COMPANY: _____

TELEPHONE: _____

BID PROTEST PROCEDURE

This bid protest procedure applies to challenges to the awarding of bids or contracts by Bryan County Schools. If the protesting party does not submit a bid or proposal the protest must be submitted prior to the date of the bid opening, or prior to the date on which the RFP proposal or quote is due to be received by the Board. Any protests received after those dates will not be reviewed and considered and will be dismissed as untimely.

For those protestors who did submit a bid or RFP response, their protests must be filed within seven days after the protesting party knew or should have known of the facts giving rise to the protest. However, no protest will be accepted that is filed more than Seven days after the date the notice of award of the contract is posted on the Bryan County Board of Education website. Untimely protests will be dismissed.

The date of filing is the date the protest is received by the Bryan County Board of Education. A protest must be in writing and must be sent to Bryan County Board of Education, Attn: Wes Valentine, 8810 Highway 280 East, Black Creek, Georgia.

Each protest must specify the reasons the protesting party believes that the solicitation or award was improper. Issues not raised in the written protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant. If the contract has been awarded, the Bryan County Board of Education shall notify the successful bidder or contractor of the protest. If the protest is received before the contract is awarded and substantial issues are raised by the protest, all bidders and offerors who appear to have a substantial and reasonable prospect of winning the award shall be notified of the protest and the reasons for the protest and they may file their position on the issues with Bryan County Board of Education, in writing, within five days after receipt of notice of the protest.

Upon the filing of a protest, further action on the solicitation or award shall be stayed, or if the protest is timely received after the award, performance of the contract should be suspended until the protest is resolved. Bryan County Board of Education may, however, determine that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Board. In such case, if Bryan County Board of Education determines that the protest is clearly without merit or will substantially harm the Board and does not stay the procurement, he shall immediately issue the decision.