



## Forsyth County Public Library

---

### INVITATION TO BID

The Forsyth County Public Library is soliciting competitive bids from qualified Suppliers until 2:00 P.M., September 28, 2023 for the following:

Furniture and shelving for the newly constructed Denmark Library, located at 530 Fowler Road, Alpharetta, GA 30004. Construction is projected to be completed by the August 2024. Target furniture and shelving installation to be early September 2024. Timeline is subject to change as construction progresses. FCPL will provide awarded vendor with timely updates if the schedule changes to allow changes to shipping/delivery dates.

Bid specifications can be obtained by visiting our website at <https://webpages.forsythpl.org/rfp/DenmarkFurnitureShelving/>. Bid documents that can be downloaded from our website can also be obtained directly from the Forsyth County Public Library Office.

Bids should be typed or written legibly in ink and returned in a sealed envelope or sealed container. All bid packages must be clearly marked on the outside lower left corner of the package face with the **name of Bidder, Invitation to Bid Title, and closing date**. Bid packages must be complete in detail, with all required information and documents, and if not so completed, will be rejected. Bids are to be delivered to and will be opened and read aloud at the Forsyth County Public Library, 585 Dahlonega Street Cumming, GA 30040. Bidders and the general public are invited to attend the bid opening.

Bids are due by 2:00 P.M, Thursday, September 28, 2023. Office hours are Monday–Friday, 9:00 a.m.–5:00 p.m.

Any bid received after this date and time **will not be accepted**.

All bids must remain valid for a minimum of 60 days after the actual date of the opening.

Bids will be publicly opened and read aloud at 2:05 P.M. on Thursday, September 28, 2023.

Bid tabulation will be available on the website by the end on the day of opening.

Award of the Bid will be made at a later date. The Library 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.

\*\* “Bidder,” “Supplier” or “Vendor” shall be defined herein as someone who is submitting a Bid, Proposal, or Quote in response to a solicitation from Forsyth County Public Library.



Forsyth County Public Library

---

**Invitation to Bid**

Date Issued: August 28, 2023

For: Furniture and Shelving for Denmark Library

|                                      |   |
|--------------------------------------|---|
| Deadline for Receiving Sealed Bids   | <b>2:00 p.m. (EST)<br/>Thursday, September 28, 2023</b>   |
| Bid Receiving Office                 | <b>Administrative Offices<br/>585 Dahlonega Street<br/>Cumming, GA 30040</b>  |
| Office Hours                         | <b>Monday-Friday<br/>9:00 a.m.-5:00 p.m.</b>  |
| Bids will be opened at:              | <b>2:05 p.m. (EST)<br/>Thursday, September 28, 2023<br/>Administrative Offices<br/>585 Dahlonega Street<br/>Cumming, GA 30040</b> |
| No Questions will be accepted after: | <b>5:00 p.m. (EST)<br/>September 15, 2023<br/>Email: <a href="mailto:wallacet@forsythpl.org">wallacet@forsythpl.org</a></b>       |
| Buyer Contact Information            | <b>Tonya Wallace, Finance Supervisor<br/>678-513-9363<br/><a href="mailto:wallacet@forsythpl.org">wallacet@forsythpl.org</a></b>  |

Sealed bids in triplicate copy (one original unbound) subject to all provisions of the Invitation to Bid, will be received and opened at the time, date and place shown above. Award of Bid will be made later pending evaluations of all bids submitted and upon approval by the FCPL Board of Trustees.

Bids should be typed or written legibly in ink and returned in a sealed envelope or sealed container. All bid packages must be clearly marked on the outside lower left corner of the package face with the name of Bidder, Invitation to Bid title and opening date. Bid packages must be complete, in detail with all required information, bonds or other documents, and if not so completed, will be rejected.

Bids submitted after 2:00 P.M. (EST) on the date of the deadline **will not be accepted under any circumstances**. Delivery of Bid to proper location by date/time of deadline is Bidder's responsibility.

Bid tabulations will be furnished upon written request or may be viewed on our website: <https://webpages.forsythpl.org/rfp/DenmarkFurnitureShelving/> .

Addenda and Interpretations: No interpretation of the meaning of the plans and specifications or other Sealed Bid documents will be made to any Bidder orally. Every request for such interpretations must be in writing and addressed to: **Tonya Wallace, Finance Supervisor, Forsyth County Public Library, 585 Dahlonga Street Cumming, Georgia 30040, or email [wallacet@forsythpl.org](mailto:wallacet@forsythpl.org) and to be given consideration must be received by 5:00 p.m., September 15, 2023.**

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be posted at <https://webpages.forsythpl.org/rfp/DenmarkFurnitureShelving/> . Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Sealed Bid as submitted; it is the responsibility of the Bidder to ensure receipt of any addenda.

It is the Library's intent that this Bid permit competition. It shall be the Bidder's responsibility to advise the Library, in writing, if any language, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Bid to a single source. Such notification must be received by the Library not later than four (4) days prior to the date set for acceptance of the Bid.

**Required Information from Sealed Bidders**

The undersigned agrees, if this bid is accepted within sixty (60) calendar days after date of opening, to furnish all equipment, materials, or services in strict accordance with the provisions of this Invitation to Bid, at the price and terms and according to specifications or other provisions in this bid package. Delivery of equipment or materials or completion of work, will be completed within sixty (60) calendar days after notice of award. DO NOT INCLUDE ANY TAXES IN THE BID PACKAGE AS THE FORSYTH COUNTY PUBLIC LIBRARY IS EXEMPT BY LAW.

**SEALED BIDDER'S INFORMATION**

|                  |  |
|------------------|--|
| _____            | _____  |
| Company Name     | Name of Person Authorized to Submit this Bid |
| Street Address:  |  |
| _____            | _____  |
|                  | Title  |
| _____            | Contact person for this bid:                 |
| Mailing Address: |  |
| _____            | _____  |
|                  | Name   |
| _____            | _____  |
|                  | Telephone                                    |
| _____            | _____  |
| Tax I.D. #       | Email  |

**I hereby acknowledge receipt of the following checked Addendum of the Sealed Bid, Plans, Specifications, and/or other documents pertaining to the Project.**

**Addendum No(s): 1\_\_\_ 2\_\_\_ 3\_\_\_ 4\_\_\_ 5\_\_\_ I understand that failure to confirm the receipt of addendum is cause for rejection of Sealed BIDS. It is the responsibility of the Bidder to ensure receipt of all addenda.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Instruction to Bidders**

1. **QUESTIONS:** All questions concerning this Invitation should be directed to the library agent whose name appears on the cover page unless otherwise directed. Any information obtained about this solicitation through any means other than the solicitation itself or the addendums thereunto is not valid and should not be considered in any response to this solicitation.
  
2. **ADDENDA AND INTERPRETATIONS:** No interpretation of the meaning of the plans and specifications or other bid documents will be made to any Bidder orally. Every request for such interpretations must be in writing and addressed to buyer listed as contact, and to be given consideration, must be received by 5:00 p.m., September 15, 2023. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be placed on website <https://webpages.forsythpl.org/rfp/DenmarkFurnitureShelving/>. Failure of any Bidder to receive any such addenda or interpretation shall not relieve such Bidder from any obligation under his bid as submitted; it is the responsibility of the Bidder to ensure receipt of any addenda. All addenda so issued shall become part of the Contract Documents.
  
3. **SUBSTITUTIONS:** It is not the intent of these specifications to exclude any manufacturer/dealer/contractor from bidding. Responsibility for meeting these specifications and the burden of proving the equality of a proposed substitution rests on the Bidder and such proof must be provided with the Bid. Any differences in the Bidder's equipment/product/service must be so noted and addressed specifically, with any deviations to the specifications listed on a separate sheet of paper titled "EXCEPTIONS TO SPECIFICATIONS." Bidders who do not comply with this request will not have their bid considered for award. The Library reserves the right to determine whether any or all such exceptions will or will not be accepted. No exceptions will be deemed to have been accepted by the Library unless they have been incorporated into an award resulting from this Bid. In instances where no substitutions will be accepted due to safety, security, compatibility, or other issues, it will be so noted in the specifications of the bid documents. All items must be responded to, please use the term "No Bid" for any items you cannot provide.
  
4. **COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Forsyth County Public Library.
  
5. **AFFIDAVIT:** The Bidder will be required to execute a Non-Collusion Affidavit and submit this form with the bid documents.
  
6. **BID ACCEPTANCE TIME:** Bids requiring acceptance by the Library in less than sixty (60) calendar days could be rejected, unless so stated on the "Required Information from Sealed Bidders" page and accepted by the Library.
  
7. **DELIVERY:** Delivery times you are able to meet for items listed in the Bid Schedule must be specified on the "Required Information from Sealed Bidders" page. Failure to meet stated delivery times may be grounds for cancellation of order. All terms shall be F.O.B Destination, to

include inside delivery, with all charges for transportation, unloading and inside delivery paid by the Bidder.

8. **RISK OF LOSS:** Bidder agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury or destruction shall not release Bidder from any obligation.
9. **WITHDRAWAL OF BIDS:** The Bidder shall give notice in writing of his claim of right to withdraw his Bid, without penalty, due to an error within twenty-four hours (24) after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the Bid sought to be withdrawn. The Bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his Bid. If a Bid is withdrawn under the authority of this provision, the lowest remaining responsive Bid shall be deemed to be low Bid.

No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

Bid withdrawal is not automatically granted and will be allowed solely at Forsyth County Public Library's discretion

10. **AWARD:** The Library reserves the right to make an award as deemed in its best interest, which may include awarding the whole bid, only part of the bid, or none of the bid to a single Bidder or to multiple Bidders, based on the Library's sole discretion of its best interest. Award will be made to the lowest responsive and responsible Bidder meeting the Bid specifications. This is the Bidder who submits the lowest price, whose Bid meets the specifications, who agrees to contract terms and conditions with Forsyth County Public Library, and who is clearly capable of performing the resulting contract. Therefore, the lowest responsible Bidder will not always be the Bidder who has submitted the lowest monetary bid. The evaluation of award will consider the cost, efficiency, dependability, prior service, experience, and any factors which influence the necessary operations of Forsyth County Public Library. The Library may make such investigations as it deems necessary to determine the ability of the Bidder to perform, and the Bidder shall furnish to the Library all such information and data for this purpose as the Library may request. Any Bidders submitting fluctuating pricing or charging for freight may not be considered for award. Forsyth County Public Library reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

11. **APPROPRIATION OF FUNDS:** Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the Library's obligations under said contract(s).
12. **BID RESULTS:** No bid results will be issued by telephone. Interested parties may request in writing a bid tabulation by sending a self-addressed, stamped envelope with their request to: Forsyth County Public Library, 585 Dahlonega Street Cumming, GA 30040. Bid results are also available on the website <https://webpages.forsythpl.org/rfp/DenmarkFurnitureShelving>.
13. **DISCOUNTS:** Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low Bidder. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payment, will be computed from the date of final acceptance of all goods for which payment is claimed, or the date the correct invoice is received by the Library, whichever is later.
14. **PAYMENT & INVOICES:** Upon inspection and acceptance of all items, amount due shall be paid within thirty (30) days of receipt of correct invoice, unless a shorter time is stated in the Bid and accepted by the Library. All invoices should be itemized in full, show payment terms and include the Purchase Order number. Original invoice should be submitted to: Forsyth County Public Library, 585 Dahlonega Street, Cumming, Georgia 30040 or [wallacet@forsythpl.org](mailto:wallacet@forsythpl.org).

Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished upon request. Forsyth County Public Library is exempt from taxes, but the successful Bidder shall pay all taxes required of him by law. Forsyth County Public Library cannot exempt others from tax.

Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11, et seq.).

15. **INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to: Forsyth County Public Library, 585 Dahlonega Street, Cumming, Georgia 30040 or [wallacet@forsythpl.org](mailto:wallacet@forsythpl.org).
16. **ANTI-DISCRIMINATION CLAUSE:** "Forsyth County Public Library does not discriminate against any person because of race, color, religion, national origin, or disabilities in employment or service provided or contracts awarded."

The Bidder in accepting any award resulting from this bid, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, which are incorporated herein by reference.

17. **INSPECTION OF RECORDS:** The records of the Forsyth County Public Library are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Procurement Office.

Bidders are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential,” “Proprietary,” or in any other manner will not protect this material from public inspection upon request.

18. **TRADE SECRETS:** Pursuant to Georgia law, any trade secrets that are required by law, regulation, bid, or request for proposal to be submitted to the Library are exempt from disclosure under the Open Records Act. However, this exemption applies only in specific circumstances. If records containing trade secrets are submitted to the Library, and the submitting company wants to protect the trade secrets contained in those records from disclosure, an affidavit must be attached to the records stating that specific information in the records is a trade secret. Please note, a company cannot merely mark otherwise open records with “confidential” or “proprietary” to protect such records from disclosure. The affidavit must be submitted with the records when they are first provided to the Library, and the affidavit should affirmatively declare that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code. The submitted affidavit should clearly identify the information and/or records that constitute trade secrets and must provide the specific location of such trade secrets in the records submitted (i.e., page(s), section(s), etc.). If the Library does not receive an affidavit identifying specific information as trade secrets, the trade secret exemption will not apply. Upon receiving a request for such records under the Open Records Act, the Library will respond in accordance with O.C.G.A. 50-18-72(a)(34) and other applicable law.

## **Bid Specifications**

Forsyth County Public Library is seeking bids for furniture and shelving for the newly constructed Denmark Library, located at 530 Fowler Road, Alpharetta, GA 30004 Construction is projected to be completed by the August 2024. Target furniture and shelving installation to be early September 2024. Timeline is subject to change as construction progresses. FCPL will provide awarded vendor with timely updates if the schedule changes to allow changes to shipping/delivery dates.

Please refer to the specifications and bid documents files located on our website <https://webpages.forsythpl.org/rfp/DenmarkFurnitureShelving/> for furniture and shelving plans and details.



## Bid Schedule

Bids may be split or awarded in entirety

Please complete the pricing spreadsheets located on our website <https://webpages.forsythpl.org/rfp/DenmarkFurnitureShelving/> and include a printed copy with your bid response.

NOTE: Any cost related to the delivery and installation MUST be included in unit price.

TOTAL BASE BID PRICE (FURNITURE) \$ \_\_\_\_\_

ADD ALTERNATE #1 (ADULT OUTDOOR) \$ \_\_\_\_\_

ADD ALTERNATE #2 (INTERGENERATIONAL PORCH) \$ \_\_\_\_\_

ADD ALTERNATE #3 (CHILDREN'S OUTDOOR) \$ \_\_\_\_\_

DEDUCT ALTERNATE #1 (MULTIPURPOSE ROOM) \$ \_\_\_\_\_

DEDUCT ALTERNATE #2 (CHILDREN'S AREA) \$ \_\_\_\_\_

DEDUCT ALTERNATE #3 (INTERGENERATIONAL AREA) \$ \_\_\_\_\_

DEDUCT ALTERNATE #4 (ADULT AREA) \$ \_\_\_\_\_

DEDUCT ALTERNATE #5 (TEEN AREA) \$ \_\_\_\_\_

TOTAL BASE BID PRICE (SHELVING) \$ \_\_\_\_\_

DEDUCT ALTERNATE #1 (SHELVING) \$ \_\_\_\_\_

If awarded how many calendar days to complete order \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

## Forsyth County Public Library Purchase Order Standard Terms and Conditions

1. No changes will be made to this order except by written modification by the Forsyth County Public Library.
2. Vendor shall transfer and deliver to the Forsyth County Public Library, all the goods and/or services described herein for the consideration set forth herein.
3. Delivery shall be made to the address listed on the Purchase Order and within the time specified.
4. Risk of loss of the goods shall pass to Library upon acceptance only.
5. Title to the goods shall remain with Vendor until acceptance by the Library.
6. Vendor warrants that the goods are merchantable and as described herein.
7. Library shall have the right to inspect the goods at the time and place of delivery.
8. No claim or right arising out of a breach of this Agreement can be discharged, in whole or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
9. No right or interest in the contract shall be assigned by Vendor without the written permission of the Library, and no delegation of any obligation owed or of the performance of any obligation by Vendor shall be made without the written permission of the Library. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. This Purchase Order shall be governed in all respects by the laws of the State of Georgia.
11. Items on this order are exempt from Federal Excise Tax (58-2228307) and Georgia Sales and Use Tax.
12. All goods and/or services supplied pursuant to this Purchase Order shall, unless otherwise stated, conform exactly to all the descriptions, specifications, and attachments contained in the Request for Quote, Invitation to Bid or Request for Proposal which this Purchase Order is based; and the terms, conditions, and specifications of those documents are incorporated herein by reference and made a part hereof.
13. All cuts, negatives, positives, artwork, plates, engravings, and other materials owned by the Library, or paid for in any Library printing order, shall become and remain Library property and shall be delivered to the Library upon request.
14. Upon inspection and acceptance of all items, amount due shall be paid within thirty (30) days of receipt of correct invoice (Net 30), unless a shorter time is stated in the Bid and accepted by the Library. Submit invoice(s) with the original signature of receiving Library personnel to: Forsyth County Public Library, 585 Dahlonega Street, Cumming, Georgia 30040. Be sure the Purchase Order number is on your invoice. Payments are not made against statements. All inquiries regarding payment of invoices are to be directed to Accounts Payable at (678) 513-9386 or [santangelog@forsythpl.org](mailto:santangelog@forsythpl.org). Itemize all invoices in full. Mail the original and one copy to the address above.
15. If this Purchase Order is issued with an attached Contract or Agreement, the terms and conditions of such latter document shall govern in the event of any conflict with these terms and conditions.

**Non-Collusion Affidavit**

(This Affidavit is Part of the Bid Documents)

BID DATE: September 28, 2023

PROJECT DESCRIPTION: Furniture & Shelving for Denmark Library

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that (s)he is \_\_\_\_\_ (the sole owner, a partner, the president, secretary, etc.) of \_\_\_\_\_ the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or that of any other Bidder, or to secure any advantage against Forsyth County, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Affiant: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_,  
Printed name(s) of individual(s) making statement

who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_ Personally Known  
Or  
\_\_\_\_\_ Produced Identification

Type and # of ID (last 4 digits) \_\_\_\_\_

ID Expiration Date \_\_\_\_\_

\_\_\_\_\_  
Notary Public (SEAL)

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

## Bid Document Checklist

This form may be used for the benefit of the bidder to assure submission of all required documents or information.

| Required by<br>bidder               | Submission Requirement                         | Initial each<br>required entry and<br>if required submit<br>the item |
|-------------------------------------|--|--|
| <input checked="" type="checkbox"/> | Required Information from Sealed Bidders Sheet |  |
| <input checked="" type="checkbox"/> | Bid Schedule Form                              |  |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit                        |  |
| <input checked="" type="checkbox"/> | References                                     |  |

**This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**