



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

September 12, 2022

Subject: Request for Quotes 2159-A: Kiwanis Park Seamless Floor System

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

A mandatory pre-quote conference will be held 2:00 p.m. Monday, September 26, 2022 at Kiwanis Park Recreation Center, 936 Redwine Road, Fayetteville, GA 30215 to provide an opportunity for you to become familiar with the site and work conditions, and to ask questions. Companies that attend will be invited to submit quotes for this project. We will visit all sites while at the park.

Address any questions you may have about this request for quote to Ted Crumbley via email to tcrumbley@fayettecountyga.gov or fax to (770) 719-5509. **Questions will be accepted until 5:00 p.m., Thursday, September 29, 2022.**

Quotes will be accepted until 3:00 p.m., Friday, October 7, 2022. Please provide your quote and other information via email to Ted Crumbley, Buyer & Contract Coordinator at tcrumbley@fayettecountyga.gov or fax to (770) 719-5509.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Sincerely,

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS
RFQ #2159-A: Kiwanis Park Seamless Floor System

1. **Definitions:** The term "Contractor" as used in these Terms and Conditions shall be used synonymously with the term "successful responder." The term "County" shall mean Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the County, incorporating the request for quote and the responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date until the date of contract award, unless the responder takes exception to this provision in writing.
4. **References:** Include with your quote a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this request for quote, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the County in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the County may disqualify the quotes from that responder, at the County's option.
7. **Defects or Irregularities:** The county reserves the right to waive any defect or irregularity in any quote received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
8. **Brand Name:** If items in this request for quote have been identified, described, or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
9. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.

10. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the request for quote, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
11. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote and is in all respects fair and without collusion or fraud.
12. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

13. **Evaluation:** Award will be made to the lowest responsive, responsible responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the responder to perform, and the contractor shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any item, any quote, or all quotes, and to re-solicit for pricing.
14. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.

15. **Trade Secrets – Internal Use:** In submitting a quote, the responder agrees that the County may reveal any trade secret materials contained in the quote to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The responder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the responder has designated as a trade secret.
16. **Contract Execution & Notice to Proceed:** After an award is made, and all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any responder prior to the County issuing the Notice to Proceed.
17. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue for the period through June 30, 2023. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a “Renewal Term” and together with the Initial Term, the “Term”), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
18. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
19. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker’s Compensation & Employer’s Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

20. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed, or as amended.
21. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the County.
22. **Indemnification:** The contractor shall indemnify and save the County and all its officers, agents, and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
23. **Severability:** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
24. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the contractor for any excess expenses incurred or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
25. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
26. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
27. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this

agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.

28. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the County will pay the contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion.
29. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
30. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

SCOPE AND SPECIFICATION
RFQ #2159-A: Kiwanis Park Seamless Floor System

PROJECT:

1. Install SaniGLAZE epoxy seamless floor system or a comparable flooring system at Kiwanis Park Restroom 1 and 2 located at 936 Redwine Road, Fayetteville, Ga. 30214. The contractor will need to provide conclusive information to illustrate that the contractor's product is equivalent. Target date for installation and completion is November 7 – December 16, 2022.
2. Refurbish seamless floor system at Kiwanis Recreation Center at 936 Redwine Road, Fayetteville, Ga. 30214. Target Date for installation of completion is December 19, 2022 – January 15, 2023.
3. Perform an annual inspection and annual deep cleaning per manufacturer recommendations.

SUMMARY OF WORK:

1. Installation of the epoxy seamless flooring will include areas in both the men's room and the women's room of restrooms #1 and #2. Restroom #1 men's room and women's room are both approximately 10' wide x 20' long. Restroom #2 men's room and women's room are both approximately 13' wide x 19' long. It shall be the responsibility of the contractor to measure the restrooms to confirm actual sizes.
2. Installation will also include up to 1 block up the wall and installation of 6" cove base up wooden walls.
3. Check toilets and sinks to make sure nothing is leaking. If there are leaks, contact the County for repairing prior to beginning the process.
4. Tape or remove all stainless-steel fixtures. Tape around bottom of toilets and entire trim area. Partitions in restroom 1 beside baseball fields will be removed by the county. Partitions in other restrooms shall remain.
5. Surface is prepped for removal of bond inhibiting materials and to emulsify and extract contaminants. Install of the proper substrate material to ensure an adequate bond and system performance. Use materials and procedures recommended by manufacturer.
6. Repair or fill any cracks/joints with approved epoxy seamless flooring system material recommended by manufactures to create a neat and uniform look.
7. Install a 3/16" thick durable slip resistant epoxy seamless flooring system over existing concrete floor. The resinous flooring includes penetrating two-component epoxy primer, a high performance, three-component mortar consisting of epoxy resin, curing agent, and selected, graded aggregates blended with inorganic pigments, a two component, 100% solids, chemical resistant, bisphenol F epoxy coating and a selected graded aggregate.
8. Installation of all components of the flooring system shall be with strict adherence to manufacturer's installation procedures and coverage rates.
9. Material shall be installed where water will drain to floor drains.
10. Cure flooring material in compliance with manufacturer's directions. Close area of application for a minimum of 24 hours. One restroom building in the park will need to remain open and usable for park patrons throughout the installation process.

11. Protect flooring materials from damage and wear during installation operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application.
12. Each stage of the installation process must be inspected by the County prior to proceeding to the next stage of installation. The successful contractor shall provide a list of the various installation stages to the County prior to any installation.
13. Successful contractor shall demonstrate the cleaning procedures to the County Staff after installation.
14. Perform inspection, repair, and cleaning annually from the date of installation per manufacturers recommendation. The inspection shall take place in conjunction with county staff. The annual repair and cleaning shall be scheduled with the county prior to proceeding with the work.

SUMMARY OF WORK FOR RECREATION CENTER

QUALITY ASSURANCE

1. Compliance to meet current American Society for Testing and Materials (ASTM).
2. Compliance with all current State of Ga. and Fayette County mandated codes, amendments, and ordinances.
3. Single Source responsibility: Obtain primary resinous materials from a single manufacture with not less than 10 years of successful experience in manufacturing and installing principal materials.
4. Manufacturer's representative and county representative shall be present on the site to assist in evaluation of substrates and to provide recommendations in the proper installation of system before any work is performed and during installation.
5. At the direction of the County and a location designated by the County, a core sample shall be taken in each facility to verify thickness. For each sample that fails to comply with requirements, two additional samples of the same size shall be taken. Repair damage caused by the coring making it look uniform with the rest of the floor area where core samples are taken and correct deficiencies at no additional cost to Fayette County.

SUBMITTALS:

1. Submit manufacturer's product technical data sheet, physical properties of flooring system, installation instructions, and general recommendation for each flooring material required. Include certification indicating compliance of material with requirements.
2. Provide information for components of joint sealant
3. Provide information for crack treatment
4. Provide information for materials used
5. Submit manufacturer's color charts showing full range of colors and finishes available for County to choose from.
6. 1-foot square samples of each type of flooring required, applied to a rigid backing, in color and finish indicated.
7. Submit bound brochures containing manufacturer's detailed maintenance and care instructions.
8. Submit certification from manufacturer that installer is certified to install their products.

9. Manufacturer and installer shall furnish a single written warranty covering both the material and the workmanship. Include length of warranty for materials, length of warranty for workmanship, procedure for reporting concerns along with contact information name, phone number, and email address.

WORK AREAS:

1. Work hours should be between 8:00 a.m. and 5:00 p.m. Monday – Friday. Any modifications to those hours must be in writing by the Contractor and accepted by Fayette County.
2. The contractor shall be responsible for any and all products stored on site during installation. Should a storage container be needed on site it shall be the responsibility of the contractor to purchase, deliver, maintain, and remove from the site once completed. Location of the storage unit or storage site will be coordinated with the county and the contractor.
3. Contractor is responsible for roping off the work area and placing appropriate signage to notify park patrons of the hazard with the work zone area.
4. Contractor shall keep the work area clean and remove all excess materials upon completion each workday.
5. County will provide access to the on-site dumpster for contractor's use. Contractor shall not dispose of any hazardous material in the County's dumpster.
6. Contractor shall prevent the water material from entering the floor drain system and the building plumbing.
7. Fayette County is a smoke-free, tobacco free, and vape free County. Therefore, these items are prohibited within Kiwanis Park.
8. Contractor shall be responsible for repairing any damage caused during the installation process to park buildings, landscaping, sidewalks, irrigation, and any other park facilities/features. All existing asphalt torn up by the successful contractor shall be repaired with asphalt or concrete. All existing concrete torn up shall be repaired with concrete. All cuts shall be direct and smooth cuts. All grass disturbed areas shall be smoothed to existing ground surface and replaced with Bermuda Tiftway 419sod. It is highly suggested contractor take photos of all preexisting conditions around or within the vicinity of their work and staging areas. All photos should be submitted to the County prior to mobilizing to the project site.
9. Successful contractor shall coordinate all work with the county before any installation begins. A pre-construction meeting shall be required prior to work beginning.
10. Successful contractor shall warranty seamless flooring for a minimum of three (3) full years against defect and workmanship.
11. Contractor shall be responsible for personnel, equipment, vehicles, tools, and material, needed to do the job completely.
12. The Contractor shall be responsible for the conduct of their personnel while on County property. All personnel shall always conduct themselves in a professional and courteous manner.
13. A county permit is not required for this work.

Kiwanis Park



Checklist of Required Documents

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

RFQ #2159-A: Kiwanis Park Seamless Floor System

Company information – on the form provided	_____
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	_____
Pricing sheet	_____
List of exceptions, if any – on the form provided	_____
References – on form provided	_____
Addenda, signed, if any are issued	_____
Manufacturer's product data sheet	_____
Provide information for components of joint sealant, crack treatment, And other materials used	_____
Manufacturer's color charts, samples, bound brochures for care	_____
Certification from manufacturer that installer is certified to install the Flooring quoted	_____
Warranty Information	_____

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #2159-A: Kiwanis Park Seamless Floor System

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cell Number: _____

E-mail Address: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#2159-A: Kiwanis Park Seamless Floor System
Name of Project

Fayette County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2022 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

PRICING SHEET
RFQ #2159-A: Kiwanis Park Seamless Floor System

Responder agrees to perform all the work described in the Contract documents for the following prices:

Item	QUOTED AMOUNT
BASE QUOTE:	
Seamless floor system for Restroom #1	
Seamless floor system for Restroom #2	
Refurbish Seamless floor system for Recreation Center foyer, gym, kitchen, and restroom areas	
Seamless floor system for Recreation Center Office Floors	
Total Base Quote	
ALTERNATE:	
Annual Cleaning and Repair Service per year	

NOTES:

1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.
2. All warranties shall be included in your total quoted amount.
3. The county reserves the right to award all or any portion of the Base Quote alone or with the Alternate, or to reject any quote or all quotes and re-issue the Request for Quotes

State Brand & type / style Quoted: _____

COMPANY'S NAME_____

EXCEPTIONS TO SPECIFICATIONS

RFQ #2159-A: Kiwanis Park Seamless Floor System

Please list below any exceptions or clarifications to the specifications of this quote. Explain any exceptions in full.

[illegible]

COMPANY NAME: _____

REFERENCES

RFQ #2159-A: Kiwanis Park Seamless Floor System

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME: _____