



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

May 18, 2023

Subject: Request for Quotes 2253-A: Water System Building Exterior Painting

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 on 11:00 a.m., Wednesday, May 31, 2023, at Water System Administrative Office located at 245 McDonough Road, Fayetteville, GA 30214 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.

Address any questions you may have about this request for quotes to Natasha Duggan via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 2:00 p.m., Wednesday, June 7, 2023.**

Quotes will be accepted until 2:00 p.m., Tuesday, June 13, 2023. Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at nduggan@fayettecountyga.gov or fax to (770) 719-5534.

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 #2253-A: Water System Building Exterior Painting

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. **Partial Award:** The County reserves the right to make award by item, by group of items, by any combination of items, or by lump sum award. The award will be made in the best interest of the County. Responders may restrict their offers to consideration of a lump sum award or other restriction only by so indicating on the pricing sheet or the "Exceptions to Specifications" sheet included in the request for quotes. Responders who do not restrict consideration of their offers in this manner shall be expected to accept any portion of the award. The County reserves the right to award multiple contracts for the products or services sought by this request for quotes.

15. **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.
16. **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.
17. **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.
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. **Building Permits:** Work performed for the County requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
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.

Checklist of Required Documents

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

RFQ #2253-A: Water System Building Exterior Painting

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 _____

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #2253-A: Water System Building Exterior Painting

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: _____

Phone Number: _____

E-mail Address: _____

REFERENCES
RFQ #2253-A: Water System Building Exterior Painting

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 required.

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: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

2253-A: Water System Building Exterior Painting
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 _____, _____, 2023 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 _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

SCOPE AND SPECIFICATION
RFQ #2253-A: Water System Building Exterior Painting

INTRODUCTION

Fayette County Water System ("FCWS") is seeking quotes from qualified contractors to renovate the exterior of the Water System Administrative Office located at 245 McDonough Road, Fayetteville, GA 30214.

SCOPE OF WORK

- This work will be performed at a commercial office built in 1985. All work shall be done in accordance with all governing codes and regulations that apply to this renovation project.
- Contractor shall be experienced in painting at least three commercial metal buildings similar in size to this building.
- Attachment 1 is a current layout of the Water System building exterior. The measurements and details listed are approximate and should be verified by the Contractor providing a quote.
- Quote shall be broken up into sections as follows: (1) Cleaning, (2) Windows and Doors, and (3) Exterior Painting.
- Paint colors for the facility are to be determined (TBD) after the contract is awarded.
- All painting shall be by brush and roller due to the high level of traffic in and around the facility.
- Work hours shall be 8:00 a.m. to 5:00 p.m., Monday – Friday. Weekends may be approved by FCWS with a minimum one-week notice. Work may be done on holidays, but the office will be closed on holidays. The list of Fayette County holidays can be found here: <https://fayettecountyga.gov/information/HolidaySchedule.pdf>.

CLEANING

- Pressure wash building exterior using an environmentally friendly, prepping wash chemical.
- Pressure wash all surrounding concrete, sidewalks, and curbs.
- Hose spigot is available for water, located on exterior of building near the flagpole.
- Clean exterior glass on all windows and doors.
- Remove cobwebs and other debris from building's exterior.
- Remove debris from gutters.
- Contractor may use the FCWS on-site dumpster.

WINDOWS AND DOORS

- Replace caulking around all windows and doors with a caulk intended for exterior surfaces. Total doors: five (5); total windows: 50.
- Remove window tint on doors 1, 3, 4, and 5 and replace with 3M Sun Control Window Film Traditional Series (30%) window tint or equal.
- Replace FCWS logo decals on doors 1, 3, 4, and 5. FCWS will provide the decals, Contractor will install.

- Replace vinyl lettering on doors 2 and 3 that are the Hours of Operation (Monday-Friday, 8:00am – 5:00pm excluding holidays). FCWS will provide the lettering, Contractor will install.

EXTERIOR

- Replace or repair damaged metal siding as indicated in Attachment 1.
- Paint exterior metal siding with one (1) prime coat of Sherwin Williams Procryl Primer and two (2) finish coats of Sherwin Williams Bond-Plex WB Acrylic Coating or equal.
- All metal sides shall be one solid color.
- Existing gutters and downspouts:
 - a. Descale
 - b. Caulk all seams with suitable material
 - c. Paint using one (1) prime coat of Sherwin Williams Procryl Primer and two (2) finish coats of Sherwin Williams Bond-Plex WB Acrylic Coating.
- Wooden fence in front of building shall be painted the same color as metal building (See Attachment 1 for location).
- Wooden fence is approximately 15 ft. width x 8 ft. depth x 6 ft. height.
- Fence shall be painted with two (2) coats of Sherwin Williams Acrylic Latex paint or equal.
- Paint colors for the facility are to be decided after the contract is awarded.
- Window trims to be painted the same color as building.

MISCELLANEOUS

- At least one of the two Customer Service entrance doors shall remain safely and easily accessible to customers during business hours.
- Work may be completed outside of FCWS business hours with prior approval.
- The area around the facility is a high-traffic area. Caution needs to be taken when painting around the building. The Contractor shall plan the work accordingly with a designated FCWS representative.
- All material and tools shall be stored on-site in a container(s) provided by the Contractor or off-site. The Contractor is responsible for properly securing equipment and materials.
- FCWS will provide a location for Contractor to place their storage container.
- Contractor shall remove all construction debris and clean up jobsite.
- **All materials and equipment must be ordered and received by Contractor prior to beginning work.**

GENERAL SPECIFICATIONS

- FCWS will inspect the work. Should the inspection determine that the work is substandard and/or not per code, the Contractor will be notified immediately of the failed inspection, be required to resolve the issue, and call in for a re-inspection until the work passes inspection.

- Work hours shall be 8:00 a.m. to 5:00 p.m., Monday – Friday. Work outside FCWS business hours may be approved by FCWS with minimum one week notice.
- Contractor shall take the necessary precautions to protect the building's floors, walls, sidewalks, and vehicles.
- Contractor will be liable for any damage caused by the Contractor during the duration of the project.
- Contractor is responsible for personnel, vehicles, tools, and equipment needed to do the job completely.
- Supplies and tools shall be stored in a container provided by the Contractor onsite in a FCWS-approved location.
- Contractor is responsible for the conduct of their personnel while on FCWS property. All personnel shall conduct themselves in a professional and courteous manner.
- There is a **No Tobacco** policy on all Fayette County property and in Fayette County buildings.
- Contractor shall provide a timeline for the project. Once the project starts, the Contractor shall continue to perform all work needed through the completion of the project without delays and according to the timeline provided.
- A start date will be set as soon as the Contractor is selected and the Notice to Proceed is issued.
- Contractor shall provide proper signage and/or barriers to keep the staff/public out of work area.
- Contractor shall provide at least a 1-year warranty on all materials and workmanship.
- The Prime Contractor to whom the work is awarded shall be the party completing the work. No sub-contractor work shall be allowed unless pre-approved by FCWS.

PRICING SHEET

RFQ #2253-A: Water System Building Exterior Painting

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

	Quote
Cleaning	\$ _____
Windows & Doors	\$ _____
Exterior Painting	\$ _____
Total Quote	\$ _____

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.

State Paint Brand Quoted:

Fence - _____

Siding/Gutters - _____

State tint brand and specification (tint %) quoted: _____

State time needed to commence work after notice to proceed is issued _____ Days.

State length of time needed to complete project _____ Days.

State, List or Attach the terms of your warranty, if applicable: _____

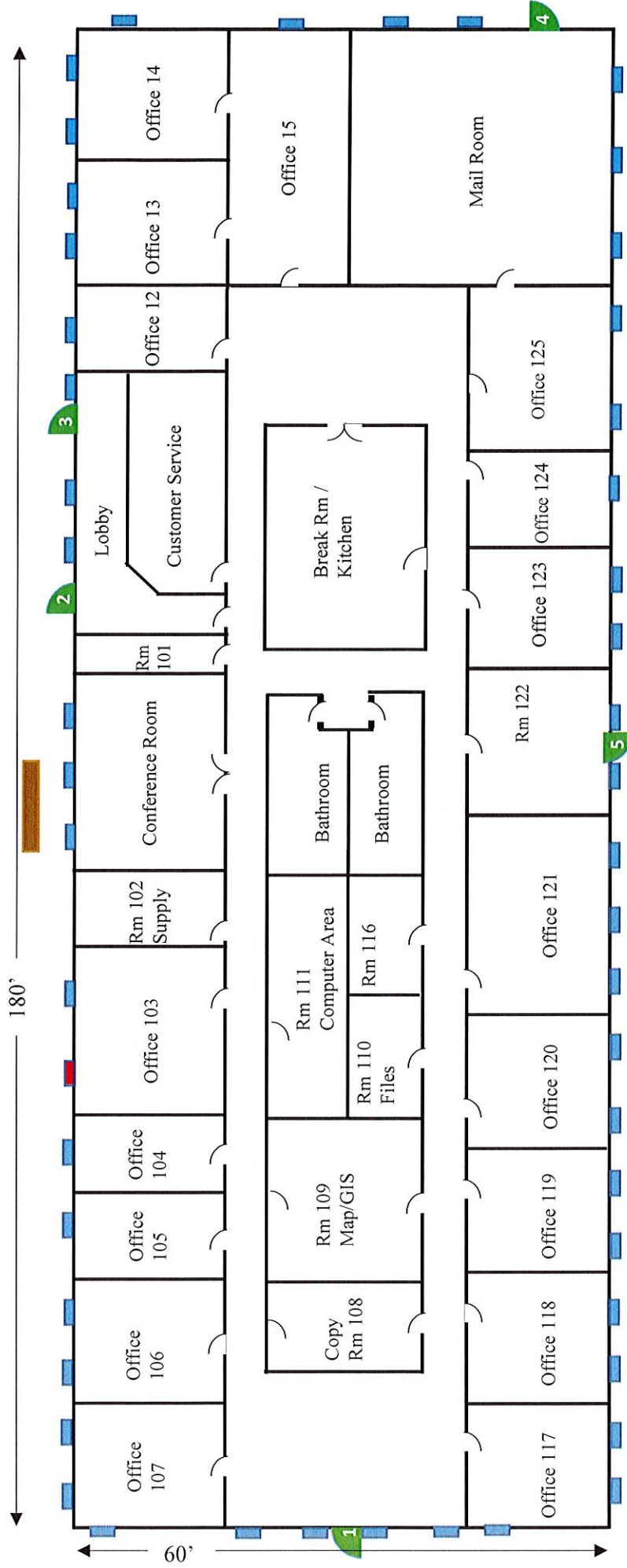
COMPANY'S NAME _____

RFQ #2253-A: Water System Building Exterior Painting

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

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COMPANY NAME: _____



Wooden fence

Damaged metal siding (beneath window)

Window

Building Exit Door

245 McDonough Road

DWG BY: L. Choisset – Feb 2023