



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

April 26, 2021

**Subject: Request for Quotes #1956-A: Painting and Refurbishing the South Fayette Water Treatment Plant**

Dear Sir or Madame:

Fayette County, Georgia is seeking quotes for painting and refurbishing the South Fayette Water Treatment Plant in accordance with the information and specifications contained herein.

A mandatory pre-quote conference will be held at 10:00 a.m., Tuesday, May 4, 2021, at South Fayette Water Treatment Plant, 880 Antioch Road, Fayetteville, GA 30215. We will meet outside the first building. This will be the opportunity to take measurements, pictures, voice all questions, concerns and comments about this Request for Quote and have them addressed.

Address any question(s) you may have about this request for quotes to Natasha Duggan via email or fax as listed above. Questions will be accepted until 3:00 p.m., Friday, May 7, 2021.

**Quotes will be accepted until 3:00 p.m., Monday, May 17, 2021.** Please provide your quote and other information via email to Natasha Duggan, Contract Administrator, at [nduggan@fayettecountyga.gov](mailto:nduggan@fayettecountyga.gov) or fax to (770) 719-5534.

Sincerely,

Ted L. Burgess  
Director of Purchasing

TLB/tc

## GENERAL TERMS AND CONDITIONS

### RFQ #1956-A: Painting and Refurbishing the South Fayette Water Treatment Plant

1. **Definitions:** The term “contractor” as used herein and elsewhere in these specifications 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:** Each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date, 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 an error in extension of prices or totals in the quote, the unit prices shall govern.
8. **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.

9. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the RFQ, 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.
10. **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.
11. **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.
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. **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.
14. **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.
15. **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.
16. **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

17. **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.
18. **Assignment of Contract:** Assignment of any contract resulting from this request for quote will not be authorized, except with express written authorization from the County.

19. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

26. **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.



**Fayette County, Georgia  
Checklist of Required Documents**

*(Be Sure to Return This Checklist and the Required Documents)*

**RFQ #1956-A: Painting and Refurbishing the South Fayette Water Treatment Plant**

Company Information – on the form provided \_\_\_\_\_

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

Pricing sheet – on form provided \_\_\_\_\_

List of exceptions, if any – on the form provided \_\_\_\_\_

References – on form provided \_\_\_\_\_

Signed Addenda, if Any \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**COMPANY INFORMATION**

**RFQ #1956-A: Painting and Refurbishing the South Fayette Water Treatment Plant**

**COMPANY**

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

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

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

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**PROJECT CONTACT PERSON**

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

Title: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cellular Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



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

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

#1956-A Painting & Refurbishing SFWTP  
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 \_\_\_\_\_, \_\_\_\_\_, 2021 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

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

**SCOPE AND SPECIFICATIONS**  
**RFQ #1956-A: Painting and Refurbishing the South Fayette Water Treatment Plant**

Fayette County, Georgia Water System is seeking quotes from qualified contractors to paint and re-furbish several buildings located at the South Fayette Water Treatment Plant located at 880 Antioch Road Fayetteville, GA 30215.

**SCOPE OF WORK**

**WTP Main Building**

Work to include:

- a. Pressure wash
- b. Prep and repair/replace rotten wood
- c. Scrape and sand peeling paint
- d. Caulk-seal
- e. Exterior painting (fascia, soffits, shutters, and doors)
- f. Stain cedar posts, railings and spindles

**Main Entrance**

Work to include:

- a. Pressure wash rock/stucco wing walls, fence and columns
- b. Apply paint to the stucco only
- c. Paint metal frame

**Chemical Building, Finished Water Building, Raw Water Pump House, Electrical Building, Tractor Barn**

Work to include:

- a. Pressure wash
- b. Prep and repair/replace rotten wood
- c. Scrape and sand peeling paint
- d. Caulk-seal
- e. Exterior painting (fascia, soffits, shutters, doors and roll-up doors)

**Recommended Paint Specifications or Equivalent Quality Brands:**

**Previously coated Wood**

- a. Prime Coat: 851W00620 - PrepRite® Pro81ock® Interior/Exterior Latex Primer/Sealer White
- b. Intermediate Coat: K39W01751 - Emerald® Urethane Trim Enamel
- c. Finish Coat: K39W01751 - Emerald® Urethane Trim Enamel

**Previously Stained Wood**

- a. Stain & Sealer Remover: 651044562 - SuperDeck Stain & Sealer Remover
- b. Cleaner: 640359931 - DeckScapes Revive Cleaner
- c. 1 Finish Coat: SD4Y00001 - SuperDeck Exterior Oil-Based Semi-Transparent Stain

#### Previously coated and peeling metal doors

- a. Prime Coat: 866W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer  
Notes: Recommend removal of previous coating before applying primer
- b. Intermediate Coat: B80W00501 - SHER-LOXANE 800 Polysiloxane
- c. Finish Coat: 880W00501 - SHER-LOXANE 800 Polysiloxane

#### Metal Gate

- a. Surface Prep: SSPC-SP2/SSPC-SP3
- b. Prime Coat: B58T00101 - Macropoxy® 920 PrePrime
- c. Intermediate Coat: 880W00501 - SHER-LOXANE 800 Polysiloxane
- d. Finish Coat: 880W00501 - SHER-LOXANE 800 Polysiloxane

#### Previously alkyd coated metal doors

- a. Prime Coat: B50WZ0001 - Kem Kromik® Universal Metal Primer
- b. Intermediate Coat: 880W00501 - SHER-LOXANE 800 Polysiloxane
- c. Finish Coat: B80W00501 - SHER-LOXANE 800 Polysiloxane

#### Previously Coated Aluminum Shutters

- a. Prime Coat: 866W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer  
**Notes:** Check adhesion of previous coating before applying primer. Existing coating may need to be removed.
- b. Intermediate Coat: 865800720 - Pro Industrial Waterbased Acrolon 100 Polyurethane
- c. Finish Coat: 865800720 - Pro Industrial Waterbased Acrolon 100 Polyurethane

#### Decorative Columns

- a. First Coat: LX03W0100 - LOXON Acrylic Conditioner
- b. Intermediate Coat: LX14W0051 - LOXON Self-Cleaning Acrylic Coating
- c. Finish Coat: LX14W0051 - LOXON Self-Cleaning Acrylic Coating

Approved named brands in the specifications are pre-qualified, but not intended to exclude from consideration of an equivalent product that meets specified requirements. Determination of whether a product is considered equal to the specific brand will be the sole determination of the Fayette County Water System. Vendors submitting quotes shall specify the brands the quote is based on using the space provided on the pricing sheet.

1. The Contractor shall provide all labor, equipment, material, and supervision to complete the work.
2. The Contractor shall provide lift equipment and/or scaffolding.
3. The Contractor is to comply with all safety requirements as it relates to OSHA.
4. The Contractor shall be responsible for repairing all damage Water Treatment Plant property caused by their operation.
5. Fayette County's working hours are between 8am – 5pm. Any modification to those hours must be made in writing by the contractor.
6. Contractor shall provide a time line for this project, once the project starts, the contractor shall continue to perform the needed work through completion of the project without extended delays.

7. The Contractor shall provide at least a 1-year warranty on all materials and workmanship. Vendors submitting quotes shall specify the offered warranty on the space provided on the pricing sheet.
8. The Contractor shall be responsible for daily clean-up, including rolling magnetic sweepers or equivalent, to keep the public safe. Any materials left on/around the building must be secured properly.
9. The Contractor is responsible for the personal conduct of their employees while on county property. Personnel are expected to be professional and courteous at all time.
10. There is a no tobacco policy while on all county property and in county buildings.
11. Fayette County water System will inspect the work. Should the inspection determine that work perform is sub-standard and / or not per code, the contractor will be notified immediately of the problem and a "Stop Work Notice" will be issued until the problem is resolved.

**PRICING SHEET, page 1**

**RFQ #1956-A: Painting and Refurbishing the South Fayette Water Treatment Plant**

Complete all painting and refurbishing as included in the Scope of Work	\$
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**NOTE:** All applicable charges shall be included in your quoted price, e.g. mobilization, supplies, materials, labor, and any and all other charges or fees. No additional charges will be allowed after the quote due date and time.

State brand(s)/grade of product the quote is based on:

1. Previously coated wood:
  - a. Prime Coat \_\_\_\_\_
  - b. Intermediate Coat \_\_\_\_\_
  - c. Finish Coat \_\_\_\_\_
2. Previously stained wood:
  - a. Prime Coat \_\_\_\_\_
  - b. Intermediate Coat \_\_\_\_\_
  - c. Finish Coat \_\_\_\_\_
3. Previously coated & peeling metal doors:
  - a. Prime Coat \_\_\_\_\_
  - b. Intermediate Coat \_\_\_\_\_
  - c. Finish Coat \_\_\_\_\_
4. Metal gate:
  - a. Surface Prep \_\_\_\_\_
  - b. Prime Coat \_\_\_\_\_
  - c. Intermediate Coat \_\_\_\_\_
  - d. Finish Coat \_\_\_\_\_
5. Previously alkyd coated metal doors:
  - a. Prime Coat \_\_\_\_\_
  - b. Intermediate Coat \_\_\_\_\_
  - c. Finish Coat \_\_\_\_\_
6. Previously coated aluminum shutters:
  - a. Prime Coat \_\_\_\_\_
  - b. Intermediate Coat \_\_\_\_\_
  - c. Finish Coat \_\_\_\_\_
7. Decorative Columns:
  - a. First Coat \_\_\_\_\_
  - b. Intermediate Coat \_\_\_\_\_
  - c. Finish Coat \_\_\_\_\_

**PRICING SHEET, page 1**

**RFQ #1956-A: Painting and Refurbishing the South Fayette Water Treatment Plant**

State maximum number of days to start work after a Notice to Proceed is issued: \_\_\_\_\_ Days

State maximum number of days to complete the project after the start of work: \_\_\_\_\_ Days

State Warranty Terms: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

## RFQ #1956-A: Painting and Refurbishing the South Fayette Water Treatment Plant

[illegible]

COMPANY NAME \_\_\_\_\_



## REFERENCES

### RFQ #1956-A: Painting and Refurbishing the South Fayette Water Treatment Plant

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** \_\_\_\_\_