

May 25, 2021

Subject: Request for Quotes #1961-A: Water System Admin Building Renovation

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 2:00 p.m., Tuesday, June 3, 2021 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.

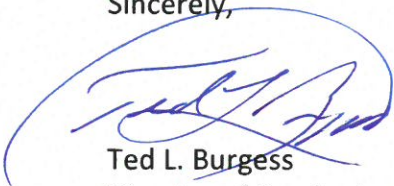
Address any questions you may have about this request for quotes to Natasha Duggan via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until 3:00 p.m., Tuesday, June 8, 2021.

Quotes will be accepted until 3:00 p.m., Friday, June 11, 2021. Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at nduggan@fayettecountyga.gov or fax to (770) 719-5534.

Please note: As part of the county's effort to combat the coronavirus situation, we will not accept hand-delivered quotes. For quotes that you may drop off in person, there will be a large metal parcel drop box located outside the front door of the Purchasing Department, Suite 204, in the county complex at 140 Stonewall Avenue West, Fayetteville, Georgia

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 #1961-A: Water System Admin Building Renovation

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:** 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. **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. **Samples:** When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
12. **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.
13. **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.

14. **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.
15. **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. The county reserves the right to award multiple contracts for the products or services sought by this request for quotes.
16. **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.
17. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
18. **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.

19. **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.
20. **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.
21. **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

22. **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.
23. **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.
24. **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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.

30. **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.
31. **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.
32. **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.
33. **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 #1961-A: Water System Admin Building Renovation

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, if Any _____

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #1961-A: Water System Admin Building Renovation

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: _____

REFERENCES

RFQ #1961-A: Water System Admin Building Renovation

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: _____

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

#1961-A: Water System
Administration Renovation

Name of Contractor

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 SPECIFICATION
RFQ #1961-A: Water System Admin Building Renovation

Fayette County Water System is seeking quotes from qualified contractors to repaint interior walls and replace flooring of the Water System Administrative Office located at 245 McDonough Road, Fayetteville, GA 30214. Attached is the layout of the Water System office space (Attachment 1). The measurements listed for each space are approximate and should be verified by the contractor before providing a quote.

BACKGROUND:

The Water System Administrative Office was built in 1985. Several of the offices and work spaces in the building are in need of new paint, new carpet, and new vinyl flooring to help protect and prolong the life of the building.

PAINTING SCOPE OF WORK:

1. Contractor is responsible for moving furniture away from walls and replacing it.
2. Contractor shall clean and prep all interior walls before painting. Sand and scrape any loose paint flakes from the walls and caulk any areas within the walls with a paintable silicone caulk as needed to provide an acceptable finish.
3. Contractor shall paint the walls and door frames as indicated on the attached "Carpet and Paint Specs" sheet. (Attachment 2)
4. Contractor shall paint the indicated office walls with a Sherwin Williams or equivalent matte paint color SW 7529 Sand Beach.
5. Contractor shall paint the indicated office accent walls with a Sherwin Williams or equivalent matte paint color SW 7032 Warm Stone.
6. Contractor shall use two (2) coats of Sherwin Williams' oil base semi-gloss paint on indicated door frames in color Black.
7. Contractor shall use two (2) coats of Sherwin Williams paint for all the indicated walls unless noted otherwise. Walls shall be rolled and brushed, not "sprayed."
8. The flooring contractor shall replace the cove base. The painting contractor, if different, shall paint around the new cove base.

FLOORING SCOPE OF WORK:

9. Contractor is responsible for moving furniture and returning it to each space once the flooring is completed.

10. Contractor shall replace carpet, add threshold and add vinyl flooring to the areas as indicated on the attached "Carpet and Paint Specs" sheet.
11. Contractor shall remove and replace indicated carpet with new carpet squares in style "Unify Synthesize."
12. Contractor shall remove old carpet where indicated and replace with vinyl flooring: Emergent 358 Split Rail.
13. Contractor shall replace cove base to match existing for areas indicated on the "Carpet and Paint Specs" sheet in color Black.
14. If wall is damaged when contractor removes cove base, contractor is responsible for the repairs.

GENERAL SCOPE OF WORK:

15. Painting contractor and flooring contractor, if different contractors, shall coordinate schedules to ensure cove base is reinstalled and/or replaced after flooring is completed.
16. Contractor shall communicate with county personnel about any logistical issues that might come up working at the Water System Admin building. Contact information will be provided.
17. Contractor shall take the necessary precautions to protect the floors, sidewalks, furniture, cabinets, and other items from spillage.
18. Contractors to move furniture away from the walls and/or to a different room as needed to paint walls and to replace flooring. All furniture shall be covered and remain covered until area is completed. Remove television(s), pictures, dry-erase boards, outlet plates, and switch plates from the walls and put them back when painting is finished. Furniture is to be put back in place when carpeting is finished.
19. The contractor shall keep the work area clean and safe at all times.
20. Contractor is responsible for providing all personnel, equipment, vehicles, tools, and materials needed to do the job completely.
21. It is the responsibility of the contractor to get their own measurements and estimate of the areas to be painted, carpeted, and vinyl-floored. Estimates are to be lump sum, with no additional payment for missed areas or incorrect measurements.
22. The contractor is responsible for the conduct of the personnel while on county property. All personnel shall conduct themselves in a professional and courteous manner at all times.

23. There is a no smoking policy in effect for all county property and buildings. The contractor and all personnel shall abide by this policy.
24. The contractor shall provide a timeline for the project. Once the project starts, the contractor shall continue to perform all needed work through completion of the project without extended delays.
25. Contractor will be liable for any damage caused by the contractor during the duration of the project.
26. County personnel will perform periodic inspections of the work being performed under this contract.
27. Should the inspection determine that the work is substandard 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.
28. The work hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.
29. The awarded contractor shall provide a color chart before ordering paint.
30. The Prime Contractor from whom the bid is accepted shall be the party completing the work. No sub-contractor work without prior approval by the County.
31. A small dumpster may be placed on the property in a location chosen by the Water System.

PRICING SHEET

RFQ #1961-A: Water System Admin Building Renovation

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

Flooring Quote	\$ _____
Painting Quote	\$ _____
Allowance*	<u>\$ 5,000.00</u>
Total Quote	\$ _____

***Allowance shall only be used with prior written approval of the county.**

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. **Contractors do not have to bid both flooring and painting to be considered.**

State Brand Vinyl Flooring Quoted _____

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

State length of time needed to complete project _____ Days.

State paint brand & grade for walls quoted: _____

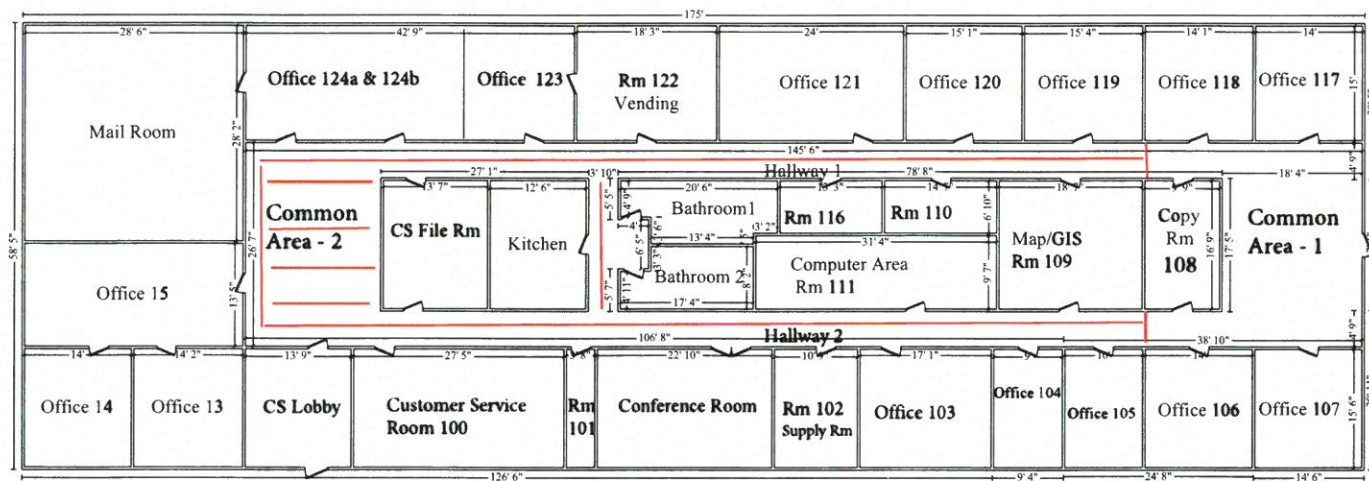
State paint brand for door frames quoted: _____

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

COMPANY NAME: _____

Main Level

Attachment 1



Main Level

RE: Water System Administration Renovation – Flooring & Paint

The Fayette County Water System would like the following work completed at 245 McDonough Road, Fayetteville, Ga 30214.

- Paint Color: SW 7529 Sand Beach
- Paint Color: SW 7032 Warm Stone (Accent wall)
- Paint Color: Antique White (Chair Rail)
- Door Frame: Oil Based Semi-Gloss Black
- Carpet Squares: Unify Synthesize
- Vinyl Flooring: Emergent 358 Split Rail
- Cove Base: Black
- Threshold

Attached is the layout of the Water System office space. The measurements listed for each space are approximate and should be verified.

We'd like the price to include cost of materials, labor and moving furniture from and back to each office space to be able to complete the work.

Room 117 - 15' x 14'

Carpet
 Paint
 Cove base
 Doorframe

Room 118 - 15' x 14' 1"

Doorframe
 Accent paint - one wall

Room 119 - 15' x 15' 4"

Doorframe

Room 120 - 15' x 15' 1"

Carpet
 Paint
 Accent paint - on window wall only
 Cove base
 Doorframe

Room 121 - 15' x 24'

Carpet
 Cove Base
 Doorframe
 Accent paint - on window wall only

Room 122/Vending - 15' x 18' 3"

Carpet
 Paint
 Cove base
 Doorframe

Room 123 - 15' x 12'

Carpet
 Paint
 Cove Base
 Doorframe

Room 124a/124b - 15' x 30'9"

Carpet
 Cove Base
 Doorframes

Room 100 Customer Svc. - 15' 6" x 27' 5"

Paint
 Accent paint - over current accent wall

Doorframe

Room 101/Mechanical Room

Doorframe

Conference Room - 15' 6" x 22' 10"

Carpet
 Cove Base
 Paint - above chair rail
 Accent paint - below chair rail
 Doorframe

Room 102/Supply Room

Doorframe

Room 103

Doorframe

Room 104

Doorframe

Room 105 - 15' 6" x 10'

Carpet
 Cove Base
 Paint
 Accent paint - one wall
 Doorframe

Room 106

Doorframe

Room 107

Doorframe

Room 108/Copy Rm - 16' 9" x 9' 9"

Carpet
 Cove Base
 Doorframes

Room 109/Map Room - 16' 9" x 18' 7"

Carpet
 Paint

Cove Base
Doorframes

Room 110/Archive Rm
Doorframe

Room 111/Computer Area
Doorframe

Room 116/Mechanical
Doorframe

Common Area 1
Carpet
Paint
Cove Base
Doorframes

Common Area 2
Vinyl Flooring
Paint
Cove Base
Doorframes

Hallway 1 and Hallway 2 - red lines on layout
Vinyl flooring
Paint
Cove base
Doorframes

Hallways by Bathrooms - red lines on layout
Vinyl flooring
Paint
Cove base
Doorframes - bathroom and kitchen

Extra for unconstructed lobby - 27.5" x 15
Vinyl - For storage (uninstalled)

Vinyl Flooring: Emergent 358 Split Rail:
Glue Down

Fayette County WaterSystem

