FAYETTE County
Create Your Story!

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

September 7, 2021

Subject: **RFQ #1989-A: Finished Water Building Roof Replacement**
Addendum #1

Gentlemen/Ladies:

Below, please find responses to questions, clarification, or additional information for the above referenced Request for Quotes. You will need to consider this information when preparing your quote.

1. **Does this work require a permit since we are replacing some of the plywood decking?**
   Yes, a permit will be required. Fayette County will waive the fees for the roofing being replaced. The General Terms & Conditions have been updated and are attached. Section #20 has been added to address this item (Attachment 1).

2. **Are there any current leaks?**
   As far as we know there are no leaks visible, but there is damage on the roof that would signify that there could be.

3. **Do you want 24-gauage steel gutters?**
   Yes, 24-gauge gutters shall be used on this building and color coded to match existing.

4. **Do you want 50 year architectural shingles?**
   The engineering specification for this roof calls for 30-year architectural shingles; however, if there is no cost difference in product 50-year would be acceptable. A space on the pricing sheet has been added to specify the type of shingles the quote is based on (Attachment 2).

5. **Are ridge vents required?**
   Yes, ridge vents are required.

6. **Is there any flashing that needs to be replaced around the four (4) large vents?**
   Unknown at the current time. As far as we know the flashing is intact and not leaking. If any needs replacement, Fayette County Water Maintenance shall be contacted prior to any work being done.

7. **Are there any crickets (water diverters) on the back of the four (4) large vents? If not, do you want some installed?**
   None that we are aware of, and no they are not required.

8. **What is your ventilation?**
   Ventilation is provided through the four fans on the top of the building.

9. **Do you want real plywood or OSB for the decking replacement?**
   No OSB is to be used only real plywood. Engineering specification lists that ½" Plywood storm weather resistant is to be utilized.

10. **What is the color of the gutters?**
    The color is Crisp Khaki (Duron 8233M) Satin.

11. **The pricing sheet has been updated to include an allowance for unforeseen repairs. The allowance shall only be used with prior written approval of the county (Attachment 2).**

Received by (Name):_____ Company_____

Note: If this addendum is not returned to the Fayette County Purchasing Department or if it is returned not signed, responding individuals, companies or other organizations will still be responsible for the requirements of this addendum and the specifications or changes herein.

The opening date for this RFQ has not changed. **The opening time and date are 3:00 p.m., Wednesday, September 8, 2021.** Quotes must be received by the Purchasing Department at the address above, Suite 204, at or before the opening date and time.

The deadline for inquiries has passed, so the Purchasing Department will not be able to accept any additional questions after this time.

If you have questions, please contact Natasha Duggan, Contract Administrator at (770) 305-5150, fax (770) 719-5534 or email at nduggan@fayettecountyga.gov.

Sincerely,

Ted L. Burgess
Director of Purchasing

Attachment

Attachment 1

GENERAL TERMS AND CONDITIONS – updated 9/2/2021
RFQ#1989-A: South Fayette WTP Finished Water Building Roof Replacement

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 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 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.

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. **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.

22. **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.

23. **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.

24. **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.

Attachment 2

PRICING SHEET – updated 9/2/2021
RFQ#1989-A: South Fayette WTP Finished Water Building Roof Replacement

Complete the South Fayette WTP Finished Water Building Roof, per the specifications	$
Allowance*	+ $ 2,500.00
Total Quote	$

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

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 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 if your quotes is based on 50-year or 30-year architectural shingles: _____

State Warranty Terms (Minimum 1 year): _____

_____

_____

COMPANY NAME: _____