

Purchasing Department

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

August 18, 2021

Subject: Request for Quote #1989-A: South Fayette WTP Finished Water Building Roof Replacement

Dear Sir or Madame:

Fayette County, Georgia is seeking quotes for roof replacement on the Finished Water Building at South Fayette WTP in accordance with the information and specifications contained herein.

A <u>mandatory</u> pre-quote conference will be held at **10:00 a.m.**, **Friday**, **August 27**, **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., Wednesday, September 1, 2021.

Quotes will be accepted until 3:00 p.m., Wednesday, September 8, 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.

Sincerely,

Ted L. Burgess

Director of Purchasing

TLB/tc

GENERAL TERMS AND CONDITIONS

RFQ#1989-A: South Fayette WTP Finished Water Building Roof Replacement

- 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.
- 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.
- 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.
- 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#1989-A: South Fayette WTP Finished Water Building Roof Replacement

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#1989-A: South Fayette WTP Finished Water Building Roof Replacement

COMPANY Company Name: Physical Address: Mailing Address (if different): **AUTHORIZED REPRESENTATIVE** Signature: Printed or Typed Name: _____ Email Address: Phone Number: _____ Fax Number: _____ PROJECT CONTACT PERSON Office Number: _____ Cellular Number: _____

Email Address: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related 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		RFQ#1989-A: South Fayette WTP Finished Water Buildin Roof Replacement Name of Project		
Fayette County, Georgia Name of Public Employer				
I hereby declare under penalty of perjury that the forego	oing 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#1989-A: South Fayette WTP Finished Water Building Roof Replacement

Fayette County, Georgia Water System is seeking a new roof for the South Fayette WTP Finished Water Building Roof Replacement.

Scope of Work:

Finished Water Building - Roof Replacement

- 1. Remove existing roof all the way to the decking.
- 2. Inspect and replace any deteriorated decking.
- 3. Install ice and water shield in all valleys and along all flashed walls.
- 4. Install Synthetic Underlayment.
- 5. Replace step flashing, apron flashing and counter flashing, as needed.
- 6. Install kickout flashing at end of all roof and wall intersections.
- 7. Install starter shingles.
- 8. Install pre-finished metal drip edge.
- 9. Install new plumbing pipe boots and plumbing boot collars.
- 10. Install new shingles.
- 11. Paint all roof penetrations to match new roof.

Finished Water Building Gutters - Replacement

- 1. Remove and dispose of existing gutters and downspouts on finished water building.
- 2. Install new 6" gutters using hidden hanger attachment system. Color to match removed gutters.
- 3. Seal all miters and outlets.
- 4. Install new 3"x4" downspouts and elbows.

Finished Water Building Soffit - Repair

- 1. Replace any Damaged Soffit on Clear Water Building. Color match existing soffit.
- 1. The Contractor shall provide all labor, equipment, material, and supervision to complete the
- 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.
- 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 RFQ#1989-A: South Fayette WTP Finished Water Building Roof Replacement

Complete the South Fayette WTP Finished Water Building Roof, per the specifications	\$
NOTE : All applicable charges shall be included in your quoted materials, labor, and any and all other charges or fees. No a 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 t	the start of work: Days
State Warranty Terms (Minimum 1 year):	
COMPANY NAME:	

EXCEPTIONS TO SPECIFICATIONS RFQ#1989-A: South Fayette WTP Finished Water Building Roof Replacement

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REFERENCES

RFQ#1989-A: South Fayette WTP Finished Water Building Roof Replacement

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	
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	

