



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

August 30, 2019

Subject: Request for Quotes #1720-A: South Fayette Valve Replacement

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 pre-quote conference will be held at 2pm, Wednesday, September 11, 2019 at South Fayette Water Treatment Plant, 880 Antioch Road, Fayetteville, Georgia, 30215. You are invited and encouraged to attend, as this will be the only opportunity for you to become familiar with the site and work conditions, and to ask questions.

Quotes will be accepted until 2pm, Friday, September 27, 2019. Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at nduggan@fayettecountyga.gov or fax to (770) 305-5208.

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 2pm, Thursday, September 19, 2019.

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 #1720-A: South Fayette Valve Replacement

1. **Definitions:** The term “contractor” as used herein and elsewhere 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. **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 – 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).
17. **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.
18. **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.
19. **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.
20. **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

21. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia’s list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury’s list of approved bond sureties (Circular 570).

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 defend, 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.

SCOPE AND SPECIFICATION
RFQ #1720-A: South Fayette Valve Replacement

Fayette County Water System is seeking a contractor to replace six butterfly valves at the South Fayette Water Treatment Plant. The South Fayette Plant has six multimedia filters and four of the six filter effluent valves are leaking. Please see attached Drawing P-40, Filter Building Pipe Gallery Plan & Sections for piping arrangement and valve locations.

PART 1 GENERAL

1.1 SCOPE AND RESPONSIBILITIES

- A. The scope is to replace the existing six 8" DeZurik Butterfly Valves with the specified butterfly valves at the South Fayette Water Treatment Plant.
- B. Contractor's responsibilities shall include, but are not limited to, procurement, unloading/receipt at the jobsite, storage, handling coordination, and start up.
- C. Contractor shall be a Georgia licensed contractor.
- D. Contractor shall furnish all labor, rigging, tools, etc. to lift and remove existing electrical actuators one at a time. Contractor shall furnish an electrician to disconnect existing wiring and conduit so no damage occurs.
 - 1. Owner will demonstrate that each valve and all reporting/control functions work prior to Contractor beginning work. Contractor shall not be responsible for lack of function or malfunction of existing actuators. Contractor shall re-attach removed wiring to same terminal it was removed from.
 - 2. Owner will be responsible for setting or resetting of the actuator limit or torque switches. Contractor will be paid hourly troubleshooting charges if issues occur with the existing used actuators, or Owner will be responsible for resolving issues.
- E. Contractor shall perform work during normal business hours, Monday- Friday.
- F. Owner will be responsible for reducing water flow on all remaining filters during valve change out.
 - 1. Contractor shall not be liable for any clean-up or damage if Owner cannot control any excess water coming from the vertical riser or if water damage of any type occurs in the gallery.
 - 2. Contractor shall not be liable for any clean-up or damage if backwash or other valves leak through the piping system.
 - 3. Owner will provide knowledgeable personnel available during each valve change out to remedy problems caused by other valves, should the need arise.

1.2 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. American Water Works Association (AWWA):
 - a. C504, Rubber-Seated Butterfly Valves, 3 In. (75 mm) Through 72 In. (1,800 mm).
 - b. C550, Protective Interior Coatings for Valves and Hydrants.
 - 2. NSF International (NSF):
 - a. NSF/ANSI 61, Drinking Water System Components - Health Effects.
 - b. NSF/ANSI 372, Drinking Water System Components - Lead Content.

1.3 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Submit not less than 30 days prior to shipment manufacturer's product information.
 - a. Product data sheets for each make and model.
 - b. Complete catalog information, descriptive literature, specifications, and identification of materials of construction.
- B. Informational Submittals:
 - 1. Certification for compliance to NSF/ANSI 61 for valves used for drinking water service.
 - 2. Manufacturer's Certificate of Compliance for full compliance with AWWA C504.

PART 2 PRODUCTS

2.1 GENERAL

- A. Valve to be suitable for intended service. Renewable parts not to be of a lower quality than specified.
- B. Valve same size as adjoining pipe.
- C. Valve ends to suit adjacent piping.
- D. Valves shall have no leakage (drip-tight) in either direction at valve rated design pressure.
- E. Components and Materials in Contact with Water for Human Consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.
 - 1. Use or reuse of components and materials without a traceable certification is prohibited.

2.2 MANUFACTURERS

- A. Butterfly Valves: DeZurik AWWA 8" Valve.

2.3 BUTTERFLY VALVES

A. General:

1. In full compliance with AWWA C504 and following requirements:
 - a. Suitable for throttling operations and infrequent operations after periods of inactivity.
 - b. Elastomer seats which are bonded or vulcanized to the body shall have adhesive integrity

B. Type V500 Butterfly Valve Water Works Service 8 inches:

1. In full compliance with AWWA C504, Class 150B.
2. Short body type, flanged ends.
3. Cast-iron body, cast iron disk and 304 stainless steel shaft, NBR rubber seat, and stainless steel seating surface.
4. Provide standard DeZurik blue NSF epoxy paint.
 - a. Coating to be in full compliance with AWWA C550.
 - b. No additional painting shall be required by the Contractor to the valves or nuts, bolts, etc. The Owner will be responsible for painting of these areas once the valves are installed.

PART 3 EXECUTION

3.1 INSTALLATION

A. Flange Ends:

1. Flanged valve bolt holes shall straddle vertical centerline of pipe.
2. Clean flanged faces, insert gasket and bolts, and tighten nuts progressively and uniformly.

B. Valve Installation and Orientation

1. General:
 - a. Install valves per manufacturer's recommendations.
2. Butterfly Valves
 - a. Install valves with shaft in the same orientation as the removed valves unless otherwise directed by the Owner.
3. Owner Responsibility
 - a. Owner will be responsible for setting the actuator limit switches for each valve.

3.2 TESTS AND INSPECTION

- A. Valve may be either tested while testing pipelines, or as a separate step.
- B. Test that valves open and close smoothly under operating pressure conditions.

3.3 DISINFECTION

- A. Contractor shall be responsible for disinfection of valve prior to valve installation.
 - 1. Contractor shall prepare a 50 ppm HTH solution for local disinfection.
 - 2. Immediately prior to installing each valve, Contractor shall bathe/swab interior of valve with disinfectant.
- B. Contractor will not be required to perform bacteria testing due to small area of interruption.

PRICING SHEET
RFQ #1720-A: South Fayette Valve Replacement

Price for replacement of six butterfly valves, per specifications: \$ _____

Note 1: All applicable charges must be included in your total price, e.g., delivery, parts, shipping, labor, fuel, equipment rental, etc. No additional charges will be allowed to be added after the quote is received.

Note 2: Your quoted price shall include the cost of Performance Bond and Payment Bond, as specified in the Terms and Conditions, Section #21.

Please state your warranty terms: _____

State time need to start work after Notice to Proceed has been issued: _____ Days

Please state the number of days it will take to complete the work once you begin: _____ Days

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #1720-A: South Fayette Valve Replacement

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)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#1720-A: South Fayette Valve Replacement

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 _____, _____, 2019 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 _____, 2019

NOTARY PUBLIC

My Commission Expires:

EXCEPTIONS TO SPECIFICATIONS
RFQ #1720-A: South Fayette Valve Replacement

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

COMPANY NAME: _____

REFERENCES

RFQ #1720-A: South Fayette Valve 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 _____

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 _____

Checklist of Required Documents

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

RFQ #1720-A: South Fayette Valve Replacement

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

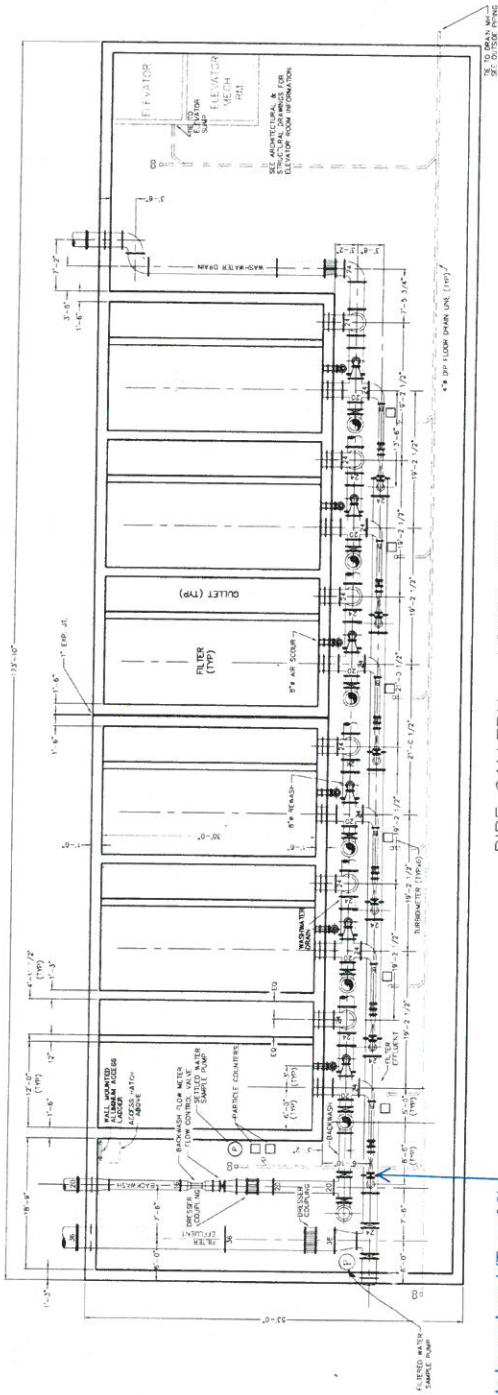
References – on form provided

Copy of Georgia Contractor License

Addenda, if Any

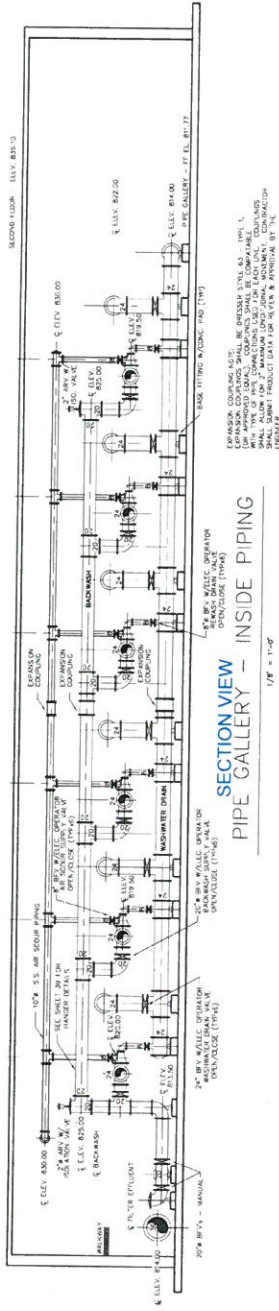
COMPANY NAME: _____

NOTES:
 1. ALL PIPING SHALL BE INSTALLED AND FILLED WITH WATER PRIOR TO CONSTRUCTION. ALL PIPING SHALL BE TESTED TO 150% OF OPERATING PRESSURE. ALL PIPING SHALL BE INSTALLED TO THE SAME DEPTH AS SHOWN ON THE DRAWINGS.
 2. ALL PIPING SHALL BE INSTALLED TO THE SAME DEPTH AS SHOWN ON THE DRAWINGS.
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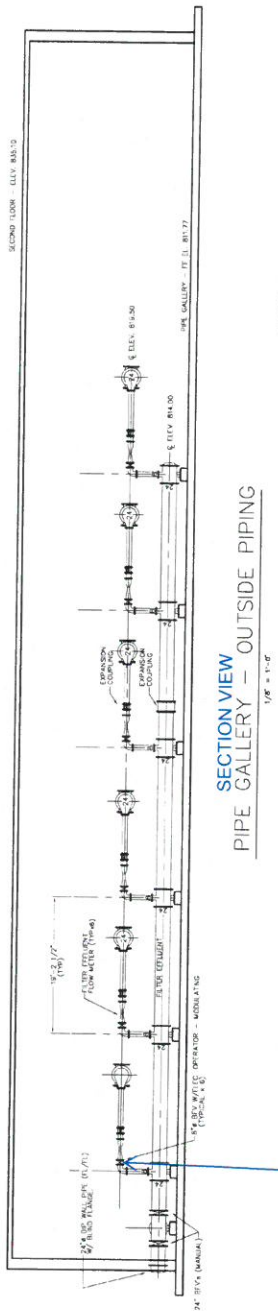


PIPE GALLERY - LOWER LEVEL
 1/8" = 1'-0"

Valve to be replaced (Typ of 6)



SECTION VIEW
 PIPE GALLERY - INSIDE PIPING
 1/8" = 1'-0"



SECTION VIEW
 PIPE GALLERY - OUTSIDE PIPING
 1/8" = 1'-0"

Valve to be replaced (Typ of 6)

Mallet & Associates, Inc.
 10-8 BRIMFORD SQUARE - MARIETTA, GEORGIA 30067
 (404) 470-7833

SOUTH FAYETTE COUNTY WATER TREATMENT PLANT
 for
PIPE GALLERY PLAN & SECTIONS

LAND LOT -	DESIGN -	SCALE -	AS NOTED
DISTRICT -	DRAWN -	DATE -	10-16-88
SECTION -	CHECK -	FILE NO. -	90158
CITY -	APPROVED -	SHEET NO. -	40

