



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

January 2, 2020

Subject: Invitation to Bid #1764-B: Water System TPO Roof Replacement

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for TPO roof replacement at Fayette County Water System. You are invited to submit a bid in accordance with the information contained herein.

A mandatory pre-bid conference will be held at 11am on Thursday, January 16, 2020 at 245 McDonough Road, Fayetteville, GA 30214 to provide an opportunity for you to become more familiar with the project, and to ask questions. Companies that attend will be invited to submit bids.

Questions concerning this invitation to bid should be addressed to Natasha Duggan, Contract Administrator in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until 3pm, Friday, January 24, 2020.

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.

Please return your response to the following address:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

Your envelope *must* be sealed, and should show your company's name and address.

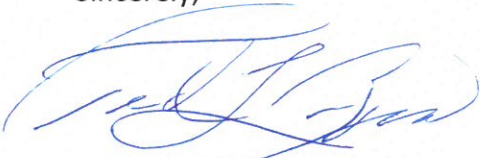
Bids will be received at the above address until 3pm, Wednesday, February 5, 2020 in the Purchasing Department, Suite 204. Bids will be opened at that time.

Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered.

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a faint, light blue circular watermark or stamp.

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS
ITB #1764-B: Water System TPO Roof Replacement

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful bidder.” The term “county” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for sixty (60) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least six days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county’s website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid 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 invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder’s company name,
 - b. The bid number, which is #1764-B, and
 - c. The bid name, which is Water System TPO Roof Replacement.

Mail or deliver one (1) original, unbound bid, signed in ink by a company official authorized to make a legal and binding offer, one hard copy, and one copy on a USB to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Brand Name:** If items in this invitation for bid 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 bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.

14. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
15. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
16. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, 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 bidder to perform, and the bidder 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 bid item, any bid, or all bids, and to re-advertise for bids.
17. **Secondary Contracts:** The County may award a secondary contract to the responsive, responsible bidder making the second lowest bid. Considerations in selecting a secondary contract will be the same as for the primary contract.
18. **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 bid, 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.
19. **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).
20. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the county may reveal any trade secret materials contained in the bid 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 bidder 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 bidder has designated as a trade secret.

21. **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.

22. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, 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 bidder prior to the county issuing the Notice to Proceed.
23. **Insurance:** The successful bidder 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.
 - d. **Builder’s “All Risk” Insurance:** In the event the contractor is performing construction services under the contract, contractor shall procure and maintain “all-risk” builder’s insurance, providing coverage for the work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be at least 100% of the value of the contract, including any additional costs which are normally insured under such policy.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

24. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be 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).
25. **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).
26. **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.
27. **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.
28. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the county.
29. **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.
30. **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.

31. **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.
32. **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.
33. **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 submitted by the contractor, which shall itemize each element of performance completed.
34. **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.
35. **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 the appropriate venue in Fayette County, Georgia.

Checklist of Required Documents

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

#1764-B Water System Admin TPO Roof Replacement

Company information – on the form provided _____

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

Pricing sheet _____

Bid Bond _____

List of exceptions, if any – on the form provided _____

References – on form provided _____

Manufacturer’s Authorized Installer Certification _____

Addenda, if Any _____

COMPANY NAME: _____

SCOPE AND SPECIFICATION
ITB #1764-B: Water System TPO Roof Replacement

INTRODUCTION

Fayette County Water System is seeking quotes from qualified roofing contractors to install a new TPO roofing system and a new gutter system on a metal building. The qualified contractor should specialize in installing a mechanically attached single-ply TPO membrane on a commercial building.

BACKGROUND

Fayette County Water System administration building is approximately 29 years old and has been expanded multiple times. In 2012 a fiberglass based spray on coating system was applied to seal the entire roof and extend its useful life. Due to manufacturer and/or installation issues, the applied coating system failed prematurely and continues to deteriorate rapidly.

SCOPE OF WORK

1. Contractor is required to get a permit from Building & Safety Department. No permitting fees will be charged on this County project. Contractor is responsible for any re-inspection fees for disapproved inspections prior to final inspection and the Certificate of Occupancy or Certificate of Completion being issued. No work shall start until permit has been issued to contractors. Contractor should plan sufficient time for permitting the job prior to starting work.
2. Contractor is responsible for calling for all county inspections.
3. Contractor must submit plans prior to a permit being issued. If you do not have plans then a detailed drawing can be submitted. It must show elevation (side view) with measurements and a top down plan view with measurements. Building & Safety Department needs to know what is on the roof now, and what kind of roofing material will be installed. A cut sheet of the new material needs to be submitted. The contractor has to be approved to install the new roof type, and must include proof of such authorization from manufacturer.
4. Contractor shall be responsible to repair or replace, to equal or better condition, any damage caused by them or their subs to the existing building, mechanical equipment, exhaust fans, sidewalk, landscaping, improvements, etc. within the vicinity of the work.
5. Contractor is responsible for their personnel on county property. Fayette County has a no tobacco policy (smoking or chewing) while on county property or in county buildings.
6. Contractor is responsible for all means, methods, techniques, sequences, and procedures to accomplish the work under this contract.
7. Contractor is responsible for the personal conduct of their employees while on County property or in County Buildings, personnel are expected to be professional and courteous at all time.

8. 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 project without extended delays.
9. Contractor shall provide signage and safety barriers to keep the public out of work area, and protect the entire area were the public comes in and out to pay bills.
10. Contractor shall be responsible for daily cleaning, including rolling magnetic sweepers or equivalent, to keep the public safe from roofing tacks getting in tires or stepping on them. Also, any material left on building must be secured properly.
11. Contractor shall provide dumpster or truck to remove all material from building to approved landfill or dump site.
12. Dumpster placed on site for the work should not be placed on sidewalk, curbs, etc. without protecting these areas from cracking. Contractor shall be responsible for repairing/replacing all damage sidewalk and curbs due to their work. Pictures shall be taken of the sidewalks, curbing, grass, and landscaping before the project starts and after it is completed to protect the County as well as the Contractor.
13. Contractor shall provide port-a-john for his employees to use. No one shall go into the Water System Building without job related reason.
14. Contractor shall clean debris from roof.
15. Contractor shall remove ridge vents and cover with custom fabricated 20-gauge flat sheets.
16. Contractor shall raise 3 fan curbs to meet minimum curb height for roofing manufacturer's warranty.
17. At gutter and rake edge, provide solid pressure treated wood blocking to match height of new insulation. (Stainless steel Tek #5 fasteners, 8" o.c. staggered)
18. Loose-lay 2lb density, square cut, flute-fill insulation in accordance with UL 1256 (8 ¾" wide x 1 ½" high).
19. Mechanically-attach 1" polyiso cover board using 6 screws per board.
20. Furnish and install (Carlisle, Firestone, or Johns Manville or equal) 60-mil, mechanically-attached TPO roof system. Attach membrane using purlin 5' o.c. in accordance with A5 CE 7-10.
21. Contractor shall provide owner with a 20- year watertight NDL warranty, and a two year installation warranty for all roof work performed on this project.
22. Fabricate and install 24 gauge, pre-finished perimeter metal with a continuous 22-gauge cleat. Flash edge metal with manufacturer's pressure sensitive TPO flashing tape.
23. Contractor shall remove and replace gutters and downspouts with 24-gauge 7" box gutter and 4" x 6" square downspouts.

24. Contractor shall be responsible for means & methods associated with this roof work. Contractor is to plan his work to provide any temporary covering if needed.
25. Contractor should have a foreman or supervisor for this project that has a minimum of five years of professional experience in installing commercial TPO roofing systems. Contractor shall provide at least three references for commercial TPO roof installation projects they successfully completed within the last five years.
26. Mandatory pre-bid meeting will be held for this project. Question from bidders shall be submitted by the required cutoff date noted in this bid document.

Pricing Sheet

ITB #1764-B: Water System TPO Roof Replacement

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

Base Bid, per specification	\$ _____
Allowance	\$ <u>10,000.00</u>
Total Bid, including allowance	\$ _____

NOTE: All applicable charges shall be included in your bid. No additional charges will be allowed after the bid received by date and time.

State manufacturer of roof material bid is based on: _____.

State time needed to start project after notice to proceed is issued: _____ days.

State time needed to complete project after start date: _____ days.

State Warranty Terms _____

COMPANY'S NAME _____

REFERENCES

ITB #1764-B: Water System TPO 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 _____

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)(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
#1764-B: Water System TPO Roof 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 _____, _____, 2020 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 _____, 2020

NOTARY PUBLIC

My Commission Expires:

COMPANY INFORMATION
ITB #1764-B: Water System TPO Roof 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: _____