

March 29, 2021

Subject: Request for Quotes #1916-A: Library Repairs due to Auto Accident

Dear Sir or Madame:

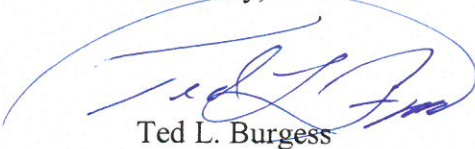
Fayette County, Georgia is seeking quotes for repairs to the Fayette County Library, in accordance with the information and specifications contained herein.

A mandatory pre-quote conference will be held at 10:00am, Thursday, April 8, 2021, at Fayette County Library, 1821 Heritage Parkway, Fayetteville, Ga. 30214. We will meet outside the 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.

Quotes will be accepted until 2:00pm, Wednesday, April 21, 2021. Please provide your quote and other information via email to Ted Crumbley, Buyer & Contract Coordinator, at tcrumbley@fayettecountyga.gov or fax to (770) 719-5509.

Address any question(s) you may have about this request for quotes to Ted Crumbley via email or fax as listed above. Questions will be accepted until 2:00p.m., Tuesday, April 13, 2021.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB/tc

GENERAL TERMS AND CONDITIONS
RFQ #1916-A: Library Repairs due to Auto Accident

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 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. **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. **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.
20. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
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.

25. **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.
26. **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.
27. **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 #1916-A: LIBRARY REPAIR DUE TO AUTO ACCIDENT

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 #1916-A: LIBRARY REPAIRS DUE TO AUTO ACCIDENT

COMPANY

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: _____

EXCEPTIONS TO SPECIFICATIONS

RFQ #1916-A: LIBRARY REPAIRS DUE TO AUTO ACCIDENT

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME _____

Request for Quotes #1916-A: Library Repairs due to Auto Accident

**FAYETTE COUNTY LIBRARY
1821 HERITAGE PARKWAY
FAYETTEVILLE GA 30214**

INTRODUCTION

On January 13, 2021 an automobile drove into the rear wall of the Fayette County Library. Fayette County, GA is seeking quotes from qualified contractors for the repair of damages and replacement of damaged materials to a like-new condition or equivalent at the Fayette County Library.

SCOPE OF WORK

The Contractor is required to get a permit from the county's Department of Building Safety. No fee will be charged on this County project. Contractor is responsible for any re-inspection fee for disapproved inspections prior to final inspection. Contractor is responsible for calling all county inspections. Contractor shall not start work until permit has been issued and posted by the Contractor. Contractor should plan sufficient time for permitting the job prior to starting the work.

Details below are not all-inclusive. Contractor shall immediately bring any other needed repairs to the attention of the County upon discovery.

Contractor shall:

- **Exterior (East Wall)**
 1. Detach and reset trim board. Seal and paint trim (2 coats of paint)
 2. Remove and replace gutter/downspout-box (aluminum)
 3. Remove and replace splash block – precast concrete
 4. Remove and replace sheathing (plywood-1/2 inch CDX)
 5. Remove and replace house wrap (air/moisture barrier)
 6. Remove and replace all brick veneer located within damaged area. If possible save and re-use brick that has not been damaged.
- **Interior (East Wall- Main)**
 1. Remove books from bookcases and/or protect books/bookcases from potential damage during repairs
 2. Evaluate and test the extent of damage to electrical wiring, and make all needed repairs
 3. Remove and replace Fire Alarm (horn/bell)
 4. Remove and replace 110V copper wiring run, box and outlet
 5. Remove and replace damaged suspended ceiling tile (premium grade/fire resistant)
 6. Detach and reset ceiling grid to allow access for replacement of metal stud walls
 7. Remove and replace insulation (6" R-19/paper-foil faced)

8. Remove and replace damaged 2' x 4' stud wall
9. Remove and replace metal studding, 6' wide, 16' OC, 16 gauge – Load Bearing wall
10. Remove and replace metal studding, 6' wide, 16' OC, 25 gauge – Shared wall with Study room 2
11. Remove and replace 2' x 6' lumber, furring/bracing on metal studding
12. Exterior door sidelite – detach and reset
13. Paint casing – 2 coat
14. Remove and replace 5/8' drywall – hung, taped, floated, ready for paint
15. Seal the surface area with PVA primer – 1 coat
16. Paint the surface area – 1 coat
17. Replace chair rail, seal and paint chair rail
18. Remove and replace sheathing – plywood – ¾' CDX (Baseboard backer/furring
19. Replace baseboard, seal and paint baseboard
20. Remove and re-install carpet tile, re-install following repair of wall
21. Clean and deodorize carpet

- **Interior (Study Room 2)**

1. Remove contents and replace after repair has been made
2. Remove and replace 110V copper wiring run, box and outlet
3. Detach and reset outlet/switch
4. Remove and replace damaged suspended ceiling tile (premium grade – fire resistant)
5. Detach and reset suspended ceiling grid
6. Remove and replace insulation (6" R-19/paper-foil faced)
7. Remove and replace metal studding, 6' wide, 16' OC, 16 gauge – Load Bearing wall
8. Remove and replace 2' x 6' lumber, furring/bracing on metal studding
9. Paint casing – 2 coat
10. Remove and replace 5/8' drywall – hung, taped, floated, ready for paint
11. Seal the surface area with PVA primer – 1 coat
12. Paint the surface area – 1 coat
13. Replace chair rail, seal and paint chair rail
14. Remove and replace sheathing – plywood – ¾' CDX (Baseboard backer/furring
15. Replace baseboard, seal and paint baseboard
16. Remove and re-install carpet tile, re-install following repair of wall
17. Clean and deodorize carpet

- **Other**

1. Other items that need to be replaced or repaired that are discovered during the course of Library repairs.

A Contingency fund of \$10,000.00 will be included in the contract price. The Contractor shall use these funds only upon receiving prior written approval from the County.

The Contractor shall provide all labor, equipment, material, and supervision to complete the work. Contractor is responsible for all damages cause by them during this project, they will have to replace or repair to equal or better condition of damage items.

Contractor is responsible for their personnel while on County property, Fayette County has a no smoking policy (smoking or chewing) while on county property or in county buildings.

Contractor is responsible for the personal conduct of their employees while on county property or in county buildings, personnel are to be professional and courteous at all times.

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.

Contractor shall provide proper signage and barriers to keep the public out of work area.

Contractor shall provide a truck or dumpster for this project to remove materials as needed, to a approve landfill or dump site.

Contractor shall not place the dumpster on curbing or sidewalk without protecting these areas. Contractor shall be responsible for repairing or replacing all damaged curbing or sidewalk, for which they are responsible.

Contractor shall provide porter toilet for his employees, no one should use Fayette County's Library restrooms.

Contractor will perform the work during regular business hours of 8:00am to 5:00pm Monday through Friday.

Should the inspection determine that work being performed is substandard or out of code, county personnel will notify the supervisor immediately of the problem, if it is not corrected in a timely manner the project will be stop until it has been corrected.

A mandatory pre-bid meeting will be held for this project. Questions from the contractors shall be submitted by the required deadline date as noted in the documents.

Pricing Sheet

Request for Quotes #1916-A: Library Repairs due to Auto Accident

Complete all repairs as included in the Scope of Work	\$
Contingency Fund	\$ 10,000.00
Total Quoted Price (including Contingency)	\$

Contingency Funds shall be used only with written approval of the County.

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 payment terms, if different than Net 30 Days (please note Payment Terms section in the General Terms and Conditions): _____.

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

COMPANY NAME: _____

REFERENCES
RFQ #1916-A: LIBRARY REPAIR DUE TO AUTO ACCIDENT

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)

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

**1916-A: Library Repairs due to Auto
Accident**
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 _____, _____, 20____ 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 _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____



