

November 1, 2021

Subject: Request for Quotes #2031-A: Mailroom Equipment Lease

Dear Sir or Madame:

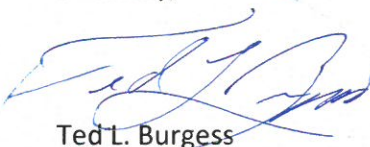
Fayette County, Georgia is seeking quotes from qualified responders to lease a new folder/insert machine and postage meter, in accordance with the information and specifications contained herein.

A pre-quote conference will be held at **9:00 a.m., Tuesday, November 9, 2021**, at Fayette County Water System at 245 McDonough Road in Fayetteville, GA 30214. All companies and interested parties are invited and strongly urged to attend. This will be the opportunity to voice all questions, concerns and comments, and have them addressed.

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 **2:00 p.m., Monday, November 15, 2021**.

Quotes will be accepted until 2:00 p.m. on Friday, November 19, 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/nmd

GENERAL TERMS AND CONDITIONS
Request for Quotes #2031: Mailroom Equipment Lease

1. **Definitions:** The term “contractor” as used 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:** To allow sufficient time for a contract to be awarded, 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. **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.

15. **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).
16. **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.
17. **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.
18. **Term of Contract:** The initial term of this agreement shall begin January 1, 2022, or upon issuance of a Notice to Proceed, whichever comes later, and continue through June 30, 2023. Thereafter, this agreement may be renewed by the County for two additional one-year renewal terms (each a “Renewal Term” and together with the Initial Term, the “Term”), which renewal will be by letter or other written correspondence from the County to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
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. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.

27. **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.
28. **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.
29. **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.
30. **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.
31. **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 in the order listed below)*

RFQ #2031-A: MAILROOM EQUIPMENT LEASE

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 _____

Addenda, if Any _____

COMPANY NAME: _____

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

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

#2031-A: Mailroom Equipment Lease

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 _____, _____, 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 & SPECIFICATIONS
RFQ #2031-A: MAILROOM EQUIPMENT LEASE

INTRODUCTION

Fayette County Water System processes the water bills for Fayette County, Monday – Friday, 8 am – 5 pm. A folder/insert machine and postage meter are required for processing the water bills.

To be included in bid:

1. Maintenance agreement to include parts and labor.
2. New equipment to replace worn out equipment if machine does not last during the entire term of lease.
3. Samples can be picked up in the Water System Office.
4. Sign off required on each job to guarantee machine will be able to perform as required. Water System expects specific jobs to be programmed and verified by testing with material samples.
5. Installation date prior to December 31, 2021. Contract begins on January 1, 2022 or upon the issuance of the Notice to Proceed, whichever comes later (Terms and Conditions #18).

SPECIFICATIONS & SCOPE OF WORK

The Water System requires an automatic folder/insert machine with four feed stations. It shall be able to automatically collate a predetermined number of sheets per set, feed, insert, seal and count processed envelopes in a single pass.

The automatic folder/insert machine is used for more than 28,000 water bill mailings monthly and approximately 25,000 Annual Water Quality that will need to be stuffed on the machine for mailing. Annual Water Quality Reports are pre-folded, water bills will need to be folded, stuffed with return envelope and various inserts throughout the year.

FOUR STATION FOLDER/INSERTER

Shall have the following minimum features or abilities:

- Graphical User Interface
- Cascade Production Feeding
- 1 High-Capacity Sheet Feeder (a minimum 725 sheet feeder)
- 1 Flex-Capacity Sheet Feeder (a minimum 325 sheet feeder)
- 1 High-Capacity #9 Return Envelope Feeder (minimum 325 envelopes)
- Linking capability with all feeders
- Carrier Envelope Hopper (minimum 325 envelopes)
- 20 Programmable Fold Settings. Z-fold shall be included as one of the settings.
- Include "Fold Only" option
- 3-Fold Plate Folder – processed top, middle, and bottom addresses
- Infra-red Double Document Detectors on all feed stations
- 1 Custom Built Console for Folder/Insert machine
- High-Capacity Vertical Stacker (minimum 500 finished envelopes)
- Ability to process no less than 30,000 pieces per month (pieces processed vary by day; however, the maximum pieces in one day is usually no more than 5,000 – 6,000. This

is not typical, but rather reflects 2-3 days out of the month when we are printing a high-volume job.)

- Includes a scheduled preventative maintenance to be completed at minimum every 3 months
- Four-hour guaranteed response time for repairs to be completed for critical issues. If repairs are not completed within eight hours of initial call, a loner shall be provided within eight hours.

SPECIFICATIONS FOR POSTAGE METER

Postage machine shall have the following minimum features and abilities:

- Digital Meter Compliant for USPS
- 10 lb. Digital Postal Scale
- Intuitive Color Touch Screen
- Processing speeds up to 100 Envelopes per minute
- Ability to process letters and large envelopes through the same postage meter
- Ability to pay for postage digitally

Lease to include all equipment, maintenance, and postage meter rental.

Software updates for scale system due to rate increases made by the United States Postal Service shall be included in your bid prices. No additional charges for such rate changes, if any, will be paid during the term of the lease.

Complete maintenance covers all labor and parts.

If there are *ANY* exceptions or clarification(s) taken to the specifications of this bid, use this sheet and list the items you are taking an exception on. ANY exception(s) shall be explained in full.

PRICING SHEET
RFQ #2031-A: MAILROOM EQUIPMENT LEASE

Description	Monthly Lease Price
Four Station Folder/Inserter	\$
Postage Meter	\$
Total Monthly Lease Amount	\$

NOTE: All applicable charges shall be included in your prices, e.g., materials, delivery, labor, fuel surcharges, and any other charges or fees (including software updates). No additional charges will be allowed to be added after the quote received by date.

State guaranteed maximum response time for critical issues: _____ hours.

COMPANY NAME _____

REFERENCES
RFQ #2031-A: MAILROOM EQUIPMENT LEASE

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are required.

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Scope of Work _____

COMPANY NAME _____

COMPANY INFORMATION
RFQ #2031-A: MAILROOM EQUIPMENT LEASE

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: _____