

### **Purchasing Department**

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

May 16, 2022

Subject: Request for Quotes #2122-A: Water System Envelope Package

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.

Address any questions you may have about this request for quotes to Natasha Duggan via email to <a href="mailto:nduggan@fayettecountyga.gov">nduggan@fayettecountyga.gov</a> or fax to (770) 719-5534. Questions will be accepted until 3:00 p.m., Tuesday, May 24, 2022.

**Quotes will be accepted until 3:00 p.m., Wednesday, June 1, 2022**. Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at <a href="mailto:nduggan@fayettecountyga.gov">nduggan@fayettecountyga.gov</a> or fax to (770) 719-5534.

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 #2122-A: Water System Envelope Package

- 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.
- 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 until the date of contract award, 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 a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
- 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. Quantities are Estimates: Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with County requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The County reserves the right to order larger or smaller quantities at the prices stated in the quote.
- 11. 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.
- 12. 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.
- 13. Ethics Disclosure of Relationships: Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

14. **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.

- 15. 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.
- 16. 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.
- 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. **Term of Contract**: The term of this agreement shall begin July 1, 2022, 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).
- 20. **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.

- 21. **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

- 22. **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.
- 23. **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.
- 24. **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.
- 25. **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.
- 26. **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.

- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. **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.
- 32. **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.

### **Checklist of Required Documents**

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

### RFQ #2122-A: Water System Envelope Package

References – on form provided	Company information – on the form provided	
References – on form provided	Pricing sheet	
	List of exceptions, if any – on the form provided	
Addenda, signed, if any are issued	References – on form provided	
	Addenda, signed, if any are issued	
COMPANY NAME.		

## COMPANY INFORMATION RFQ #2122-A: Water System Envelope Package

# A. COMPANY Company Name: \_\_\_\_\_ Physical Address: Mailing Address (if different): \_\_\_\_\_ Website (if applicable): **B. AUTHORIZED REPRESENTATIVE** Signature: Printed or Typed Name: E-mail Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax Number: C. PROJECT CONTACT PERSON Name: Office Number: \_\_\_\_\_ Cell Number: \_\_\_\_

E-mail Address:

# REFERENCES RFQ #2122-A: Water System Envelope Package

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	
	Email
2. Government/Company Name	
	·
Contact Person and Title	
	Email
3. Government/Company Name	
City & State	
Approximate Completion Date	
Contact Person and Title	
	Email
COMPANY NAME:	

# SCOPE AND SPECIFICATION RFQ #2122-A: Water System Envelope Package

The envelope package will consist of 320,000 #10 Diagonal Seam, White Wove #24 Window Envelopes, 320,000 #9 regular envelopes, set up charge for printing and any F.O.B/ freight charge (inside delivery only). The quoted price shall be guaranteed for one year. Envelopes shall be delivered in three shipments (total quantity divided into 3 shipments) automatically with confirmation of delivery date.

# The following are the specifications for the envelopes package: #10 Diagonal Seam, White Wove #24 Window Envelopes: Quantity 320,000

- Shall be (OSDS) open side diagonal seam
- 24-lb. White brightness factor minimum 84, window to be 1 3/8" X 4.5" Position: left 7/8 bottom 5/8, a solid seal, full gum flap, black ink, face only.
- Envelopes must meet inserting machine specifications (see attachment 1 specifications).
- Quantities per production are 107,000, 107,000 and 106,000 (320,000 total in three (3) shipments)
- Return address in top left with Water System logo in 2 colors –Navy blue color #083250-RGB: 08,51,80 CMYK: 100, 79, 43, 38 and Teal blue color #71C9C4-RGB: 114, 202, 196 CMYK: 53, 00, 27, 00
- There may be a message printed on the back of the #10 Window Envelopes that will change on every shipment.
- The envelope material shall be in compliance with the full service and permit USPS mailings.
- Envelopes shall be packed 500 per box, 2,500 per carton.

<u>Pre-sorted permit</u> - To be printed on the front of the envelope on the top right corner. The permit imprint indicia shall be legible and of a color that contrasts sufficiently with the paper and the indicia's background for readability.

<u>Return Service Requested</u> - Ancillary service endorsement shall be printed in no smaller than 8-point type and must stand out clearly against background. Brilliant colored envelopes and reverse printing shall not be permitted. There shall be a ¼ inch clear space around (above, below, and both sides) the endorsement.

### #9 Regular Envelopes: Quantity 320,000

- 24-lb. White, brightness factor 84 minimum, standard flap
- Black ink, front and back, printed with Water System mailing address (return envelope)
- An instruction statement will be printed on the back flap of the #9 envelopes.

- Envelopes must meet inserting machine specifications (see attached specifications)
- Quantities per production are 107,000, 107,000 and 106,000 (320,000 total in 3 shipments)
- Return address in top left with Water System logo in 2 colors –Navy blue color #083250-RGB: 08, 51, 80 CMYK: 100, 79, 43, 38 and Teal blue color #71C9C4-RGB: 114, 202, 196 CMYK: 53, 00, 27, 00. Attachment 2 shows the new logo and will be provided electronically to awarded vendor.
- The #9 Envelope is inserted into the #10 Window Envelope when the Water System mails out letters.
- The envelope material shall be in compliance with the full service and permit USPS mailings.
- Envelopes shall be packed 500 per box, 2,500 per carton.

### **General Specifications:**

Once the bid is awarded, we will schedule specific delivery dates for each of the three shipments (between July 1, 2022 and June 30, 2023).

The contract will be for one year contract with all applicable prices included in the quoted prices. Items are to be delivered by the successful bidder with the payment being made after delivery and inspection for only those acceptable items delivered at the time. Prior delivery arrangements with the Water System shall be made before shipping.

All deliveries shall be inside deliveries only, no loading dock available. All shipments shall be unloaded and placed in the Water System mailroom facility by the individual delivering product. Deliverer shall furnish their own pallet jack. The mailroom is on the main floor. Entrance is a regular, single doorway.

There may be changes needed to the printing on the envelopes during the year. Therefore, preprinting of any envelope is not acceptable.

There shall be a guarantee of run ability of product. Quote is for printing of products as listed only and does not include any services such as bill stuffing or inserts.

No overruns from previous orders shall be accepted. Overruns shall not be accepted.

A PDF is not acceptable for proof approval. An actual proof size of the product shall be required for approval on the initial shipment.

NOTE: Sample of current envelopes provided upon request.

# PRICING SHEET RFQ #2122-A: Water System Envelope Package

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

<b>Estimated Quantity</b>	Description	Price
320,000	#10 Diagonal Seam, White Wove #24 Window Envelopes, per specification	\$
320,000	#9 Regular Envelopes, per specification	\$
	Total Price	\$

### **NOTES:**

 All applicable charges shall be included in your total quoted amount, including but not limited to materials, freight for inside delivery, set up charges, equipment, labor, and any other amounts. No additional charges will be allowed after the quote received by date.

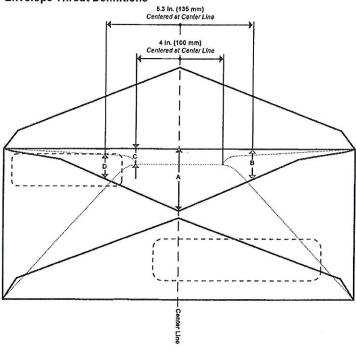
COMPANY'S NAME				

# EXCEPTIONS TO SPECIFICATIONS RFQ #2122-A: Water System Envelope Package

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	200 200000	 	-	

### 7 • Specifications





\*Diagram Is not to scale

Dimension	Value	Description
A STORY	1.6 inch (41 mm)	Maximum throat depth measured at the center line of executive style envelopes.
	1.4 inch (38 mm)	Maximum throat depth measured at a distance of 5.3 inches (135 mm) centered at the center line.
67	.25 inch (6 mm)	Minimum throat depth within a 4 inch (100 mm) area centered at the center line.
D (1)	.08 inch (2 mm)	Minimum distance from top of window to the envelope throat measured at a distance of 5.3 inches (135 mm) centered at the center line.

### **Envelope Size for Insertion**

- Envelopes shall be at least 0.5 inch (13 mm) wider than the sum of the maximum width of the insert pack plus the thickness of the pack.
- Envelopes shall be at least 1/4 inch (6 mm) deeper than material to be inserted.
- No more than three letter-sized sheets can be inserted into a #9 (C5) envelope when the aligner is in use.

### **Envelope Curl/Warp**

- An envelope placed flap up on a flat surface under its own weight shall have no corner raised more than 0.5 inch (13 mm) from the surface.
- Curl/Warp of the envelope flap shall not exceed 1/8 inch (3 mm) measured while holding flap on flat surface at the crease line.

### Letter-Sized Envelope Specifications

Parameter	Minimum Value	Maximum Value
Width	Feeder Tower: 6.37" (162 mm) HCEF: 8.9" (225 mm)	Feeder Tower: 10.5" (266 mm) HCEF: 10.4" (264 mm)
Depth	Feeder Tower: 3.5" (89 mm) HCEF: 3.9" (98 mm)	6.5" (165 mm)
Throat Depth*	0.25" (6.35 mm)	1.49" (38 mm), executive 1.61" (41 mm)
Paper Weight	18 lb. (70 gsm)	24 lb. (90 gsm)
Flap Depth	1.2" (30 mm)	2.5" (63 mm) within +/- 1/4" (35 mm) of Center
		1.85" (47 mm) outside +/- 1.4" (35 mm) off center

<sup>\*</sup>See Envelope Throat Definitions in this chapter for more information.

### Feeder Tower - Flat-Sized Envelope Specifications

Parameter	Minimum Value	Maximum Value
Width	6.37" (162 mm)	10.5" (266 mm)
Depth	6.5" (165 mm)	13" (330 mm)
Throat Depth	0.25" (6.35 mm)	1.49" (38 mm)
Paper Weight	20 lb. (80 gsm)	24 lb. (90 gsm)
Flap Depth	1.2" (30 mm)	2.5" (63 mm)

### 7 • Specifications

### Inserts

Inserts are defined as material that does not require folding (may be prefolded) before insertion into letter-sized envelopes. This definition includes individual sheets, collations of unfastened sheets, C folded or single folded inserts or pre-made, bound booklets (no fastener exposed that might damage rollers).

Additionally, "insert" also refers to a single reply envelope (BRE) when inserted into a flat-sized envelope.

### **Material Substrates**

- Acceptable paper types include new or recycled bond, text, laser and offset. Offset coatings include matte, dull or gloss.
- Grain material may be short or long grain.
- Printing printing may be simplex (one side) or duplex (both sides) with no restriction on color.
- Coating varnish applied to sheets to modify finish is allowed.

NOTE: Use of glossy material may degrade system performance.

### **Feeder Tower Inserts**

Parameter	Minimum Value	Maximum Value
Width	5 inches (127 mm)	9.84 inches (250 mm)
Length	2.83 inches (72 mm)	6 inches (153 mm)
Thickness	0.003 inches (.076 mm)	0.1 inches (2.54 mm)
Paper Weight	16 lb. (60 gsm)	44 lb. (175 gsm)

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