

#### **Purchasing Department**

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

October 10, 2022

Subject: Request for Quotes 2179-A: Water System Admin Bathroom Renovation

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

A mandatory pre-quote conference will be held at 10:00 a.m. on Tuesday, October 18, 2022, at 245 McDonough Road, Fayetteville, GA 30214 to provide an opportunity for you to become familiar with the site and work conditions, and to ask questions. Companies that attend will be invited to submit quotes for this project.

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 2:00 p.m., Friday, October 21, 2022.

Quotes will be accepted until 2:00 p.m., Thursday, October 27, 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 #2179-A: Water System Admin Bathroom Renovation

- 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 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. 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 inlaws). 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.

- 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 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.
- 16. 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.
- 17. **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.

- 18. **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

- 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. **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.
- 21. **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.
- 22. 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.

- 23. **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.
- 24. **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.
- 25. **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.
- 26. **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.
- 27. 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.
- 28. **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.
- 29. **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 #2179-A: Water System Admin Bathroom Renovation

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, signed, if any are issued	
Copy of State of Georgia General Contractor's License	
COMPANY NAME:	

### COMPANY INFORMATION RFQ #2179-A: Water System Admin Bathroom Renovation

# 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 Office Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_ E-mail Address:

### REFERENCES RFQ #2179-A: Water System Admin Bathroom Renovation

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.

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)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies 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;
- 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 Autho	rization
Name of Contractor	2179-A Water Name of Proje	System Admin Bathroom Renovation ect
Fayette County, Georgia Name of Public Employer		
I hereby declare under penalty of perjury that the forego	oing is true and co	rrect.
Executed on,, 2022 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, 2022.		
NOTARY PUBLIC		
My Commission Expires:		

#### SCOPE AND SPECIFICATION

#### RFQ #2179-A: Water System Admin Bathroom Renovation

#### **INTRODUCTION**

Fayette County Water System ("County") is seeking quotes from licensed contractors to remodel and refurbish the men's and women's restrooms of the Water System Administrative Office located at 245 McDonough Road, Fayetteville, GA 30214.

#### SCOPE OF WORK

- The building for which this work is being done is a commercial facility built in 1985. All work shall be done in accordance with all governing codes and regulations for mechanical, plumbing, etc. systems that apply to this renovation project.
- Contractor shall be licensed as a General Contractor to perform work on commercial facilities within the State of Georgia. All subcontractors shall be licensed through the State of Georgia.
- Contractor shall receive a permit from the Fayette County Building Safety Department. No work shall begin until the permit has been posted by the contractor.
- **Permits needed**: Renovation & Repair, Plumbing. There will be no cost associated with obtaining the necessary permits. 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.
- Awarded Contractor shall submit plans or a detailed drawing for each area of the remodel.
- The restrooms being renovated are the only restrooms in the building.
- Contractor shall provide and install new toilet, toilet partitions, tile flooring, drywall, and wall paint.
- Attachment 1 is a current layout of the Water System restroom space. The
  measurements listed are approximate and should be verified by the Contractor
  providing a quote.
- Attachment 2 reflects the desired layout of the restroom space.
- Attachment 3 is the approved location for dumpster and portable restroom placement.
- Quote shall be broken up into sections as follows: (1) Demolition, (2) Partitions, (3) Vanities and Fixtures, (4) Tile Flooring, (5) Walls and Paint, and (6) Plumbing.

#### **DEMOLITION**

- Contractor shall remove all existing toilets, partitions, cabinets, countertops, backsplash, mirrors, ceramic tiles, shower, wallpapered drywall, and paper dispensers. (All existing toilets, soap and paper dispensers are to be reinstalled.)
- Contractor shall remove existing shower tile, shower head, and shower plumbing in men's restroom.
- All drywall with existing wallpaper and/or tiles shall be removed.
- Contractor shall provide a dumpster to be placed on-site in a County-approved location.

#### **PARTITIONS**

- Contractor shall provide and install new toilet partitions.
- Toilet partitions shall be full height restroom partitions, <u>Bobrick Evolve Max Partitions</u> or equal.
- Toilet partition color and size shall be <u>Compact Grade Laminate 72-inch panel in color Charcoal</u> or equal.
- Toilet partitions shall be securely anchored to the floor and with an overhead brace.
- Urinal screen shall be standard height.
- The end stall in each restroom shall have one 42 in. ADA grab rail installed where indicated on Attachment 2.

#### **FIXTURES**

- Contractor shall install two 72-in. W x 22-in. D x 34-in. H. vanities. One vanity in each restroom. **County will provide the vanities.**
- Vanities shall all be securely anchored to the wall.
- Contractor shall provide and install four faucets <u>American Standard brand, Clean IR DC</u>
   Powered Touchless Single Hold Bathroom Faucet in Polished Chrome (Home Depot SKU: 1007138135) or equal. Two faucets in each restroom.
- Contractor shall install wall mirrors, one above each sink. County will provide mirrors.
- Mirrors shall be securely anchored to the wall.
- Contractor shall stain the three restroom doors (one in women's restroom, two in men's). Doors to be stained are called out in Attachment 2.
- Door stain shall be Varathane Special Walnut Classic Wood Interior stain or equal.
- Contractor shall remove all existing hardware on restroom doors (kickplates, door handles, push plates).
- Contractor shall keep and reinstall the door handles on the second door in the men's restroom (the door leading to the current shower room, which will be changed to a toilet room).
- Contractor shall provide and install six <u>Prime-Line 10-in. x 34-in. stainless steel door kick plates</u> or equal. Two kickplates on either side of each door.
- Contractor shall provide and install two <u>Hampton Commercial Grip with Arm Door Opener</u> or equal. One door opener on the inside of each restroom entry door.
- Contractor shall provide and install two 4-in. x 16-in. <u>Prime-Line Stainless Steel Door Push Plates</u> or equal. One on exterior of each restroom entry door.

#### **FLOORING**

- Contractor shall provide and install tile floors.
- Flooring shall be <u>TrafficMaster Strata 12 in. x 24 in. Matte Ceramic Floor and Wall Tile</u> or equal.
- Grout color shall be 60 CHARCOAL.

#### **WALLS AND PAINT**

- Contractor shall replace existing wallpapered and existing tiled walls with new drywall.
- Wall tile to be installed in locations as indicated on Attachment 2.
   Wall tile shall be <u>TrafficMaster Strata 12 in. x 24 in. Matte Ceramic Floor and Wall Tile</u> or equal.
- Wall tile shall be from the floor to 48-in. in height
- Walls shall be painted in <u>BEHR premium semi-gloss enamel low odor interior paint and primer in one</u> or equal.
- Paint color to be determined after award is made.
- Contractor shall use two (2) coats of paint for all the indicated walls unless noted otherwise.
- Walls shall be rolled and brushed, not "sprayed."

#### **PLUMBING**

- Contractor shall convert existing shower drain in men's restroom to a toilet drain.
- Contractor shall run existing shower cold water line to the wall where toilet will be placed.
- Shower hot water line shall be capped off.
- New toilet shall be installed in place of shower.
- New toilet shall be <u>Glacier Bay 2-piece 1.1 GPF/1.6 GPF High Efficiency Dual Flush</u> <u>Complete Elongated Toilet in White</u> or equal. Home Depot SKU: 215583
- All other existing toilets and urinal shall be reinstalled in the same locations.
- Contractor shall provide a two-station restroom trailer for duration of the project.
- Restroom trailer shall be serviced weekly.
- Restroom trailer shall contain a hand-washing station. Approved location of restroom trailer is detailed in Attachment 3.

#### **MISCELLANEOUS**

- All equipment and materials will be approved by Water System Director before installation.
- Contractor shall remove all construction debris and cleanup jobsite.
- No additional electrical or plumbing work is anticipated.
- Contractor shall provide dumpster to be placed on-site in a County-approved location.
- Water shut-off valve is located underneath each restroom sink.
- Plumbing permit is needed to reroute, disconnect, and reconnect plumbing.
- Contractor may store tools on site at a location approved by County staff.
- Materials will enter building through the back parking lot door.

#### **GENERAL SPECIFICATIONS**

- The County will inspect the work. Should the inspection determine that the work is substandard and/or not per code, the Contractor will be notified immediately of the failed inspection, be required to resolve the issue, and call in for a re-inspection until the work passes inspection.
- Work hours shall be 8:00 a.m. to 5:00 p.m., Monday Friday. Select Saturdays may be approved by the County with minimum one week notice.
- Contractor shall take the necessary precautions to protect the building's floors and walls.
- Contractor will be liable for any damage caused by the Contractor or subcontractors during the duration of the project.
- Contractor is responsible for personnel, vehicles, tools, and equipment needed to do the job completely.
- Supplies and tools can be stored onsite in a County-approved location.
- Contractor is responsible for the conduct of their personnel while on County property. All personnel shall conduct themselves in a professional and courteous manner.
- There is a **No Tobacco** policy on all County property and in County buildings.
- Contractor shall provide a timeline for the project. Once the project starts, the Contractor shall continue to perform all work needed through the completion of the project without delays.
- A start date will be set as soon as the Contractor is selected and the Notice to Proceed is issued.
- Contractor shall provide proper signage and/or barriers to keep the staff/public out of work area.
- Contractor shall provide a minimum 1-year warranty on all materials and workmanship.
- A \$5,000.00 allowance is included for unforeseen work during the project. The allowance shall only be used with prior written approval of the County.
- The Prime Contractor from whom the bid is awarded shall be the party completing the work. No sub-contractor work unless pre-approved by the County.
- Drawings of the existing and the desired cabinets and countertops with <u>approximate</u> <u>measurements</u> are attached. Contractor may complete on-site measurements at the pre-quote meeting.

### PRICING SHEET RFQ #2179-A: Water System Admin Bathroom Renovation

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

Quote, per specification:		
Demolition		
Partitions		
Vanities & Fixtures		
Tile Flooring		
Walls & Paint		
Plumbing		
Allowance	\$	5,000.00
Total Quote		

#### **NOTES:**

- 1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.
- 2. All warranties shall be included in your total quoted amount.

State the following brands (and models) quote is based on:

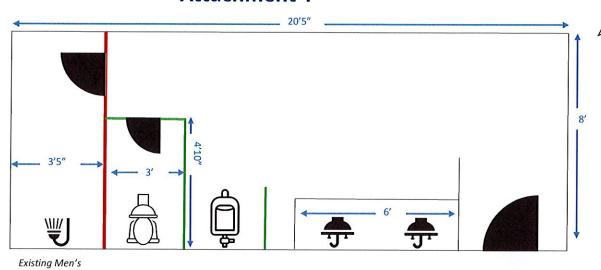
Toilet Partitions		
Faucets		
Door Stain		
Door Kick Plates		
Arm Door Opener		
Door Push Plates		
Flooring Tile		-
Wall Tile		
Paint <sub>-</sub>		
Toilet		
	o complete project of your warranty (minimum 1-year):	days.
state, fist of Attach the terms	or your warrancy (miniman 1 year).	
COMPANY'S NAME		

# EXCEPTIONS TO SPECIFICATIONS RFQ #2179-A: Water System Admin Bathroom Renovation

eptions in full.	2. 2.4	ns to the specifica	itions of this bid.	Explain at
<del></del>				



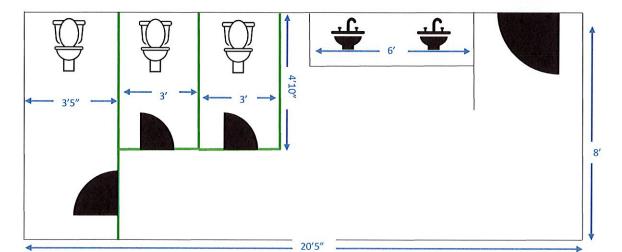
### **Attachment 1**

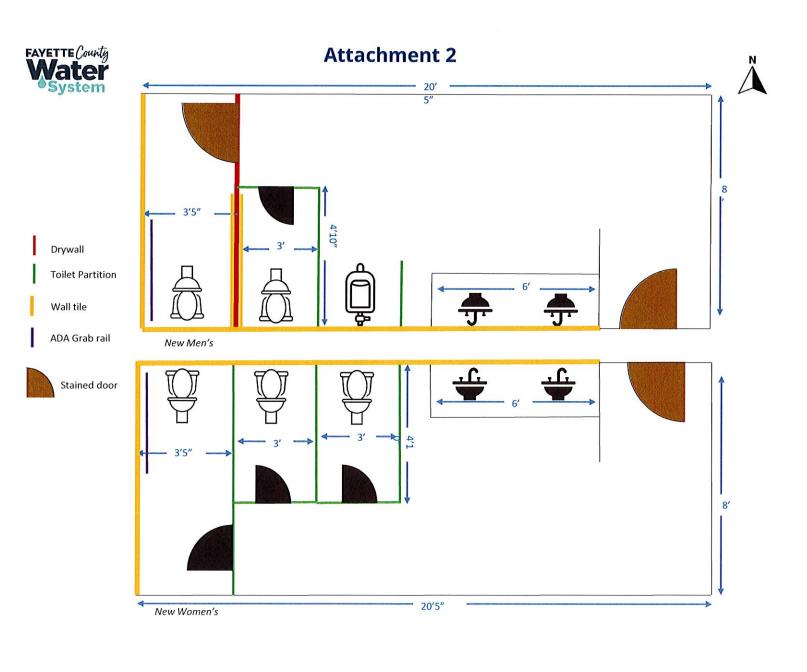


Drywall

Toilet Partition

Existing Women's





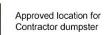
#### Attachment 3





Ex

Existing dumpster



Tentative location of portable toilets + hand-washing station

08/22/2022