



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

April 17, 2023

**Subject: Request for Quotes #2255-A Fountain Repair @ Justice Center**

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the Justice Center water fountain repair, in accordance with the information and specifications contained herein.

**A mandatory pre-quote conference will be held at 2:00 p.m., Tuesday, April 25, 2023, at Fayette County Justice Center, 1 Center Drive, Fayetteville, Georgia 30214** to provide an opportunity for you to become familiar with the location, work conditions, and to ask questions.

Address any questions you may have about this request for quotes to Sherry White via email to [swhite@fayettecountyga.gov](mailto:swhite@fayettecountyga.gov) or fax to (770) 719-5544. Questions will be accepted until 3:00 p.m., Friday, April 28, 2023.

**Quotes will be accepted until 3:00p.m., Thursday, May 4, 2023.** Please provide your quote and other information via email to Sherry White, Contract Administrator at [swhite@fayettecountyga.gov](mailto:swhite@fayettecountyga.gov) or fax to (770) 719-5544.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office is in the county complex at 140 Stonewall Avenue West Suite 204, Fayetteville, Georgia, telephone number is (770) 305-5420.

Sincerely,

Ted L. Burgess  
Director of Purchasing

**GENERAL TERMS AND CONDITIONS**  
**RFQ #2255-A Fountain Repair @ Justice Center**

1. **Definitions:** The term “contractor” as used herein and elsewhere 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:** Each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date until time of 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. **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.
9. **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.
10. **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.

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. **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.
13. **Contract Execution & Notice to Proceed (NTP):** 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 vendor shall start work within 30 business days after receiving the NTP. 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.
14. **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.
15. **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

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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 #2255-A Fountain Repair @ Justice Center**

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 \_\_\_\_\_

Signed Addenda, if any are issued \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_



**REFERENCES**  
**RFQ #2255-A Fountain Repair @ Justice Center**

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** \_\_\_\_\_

**COMPANY INFORMATION**  
**RFQ #2255-A Fountain Repair @ Justice Center**

**A. COMPANY**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Website (if applicable): \_\_\_\_\_

**B. AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Office Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**C. PROJECT CONTACT PERSON**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Office Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**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 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

\_\_\_\_\_  
#2255-A Fountain Repair @ Justice Center  
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: \_\_\_\_\_



**SCOPE AND SPECIFICATIONS**  
**RFQ #2255-A Fountain Repair @ Justice Center**

**Introduction**

Fayette County Justice Center is seeking bids from licensed contractors to repair and refurbish the ornamental fountain located at 1 Center Drive, Fayetteville, GA 30214.

The fountain for which this work is being performed upon is a centerpiece that was built as the Justice Center was being constructed in 2000.

**Scope of Work**

1. Contractor shall furnish all labor, materials, equipment, supplies, etc. to complete the project.
2. Contractor shall use appropriate chemicals (stripper if necessary) to thoroughly clean the ceramic tiles of any soils, waxes, etc. giving special attention to the grout lines.
3. Contractor shall use a mild buffered phosphoric acid product with a detergent to clean the grout lines thoroughly.
4. Contractor shall use a mildew-cide as necessary to remove any mold or mildew that has built-up over time. The grout should be its original color/or as close as possible.
5. Contractor shall inspect the grout lines carefully for missing grout and fill. All tiles that are cracked or damaged shall be repaired or replaced.
6. Contractor shall patch/seal/repair any missing grout and cracks with goal of making the surface impervious to liquids. Once the fountain has been cleaned and repaired, allow it to dry thoroughly.
7. Contractor shall apply a penetrating seal (not a floor finish) that can be used on the grout as well as the porous ceramic tiles. Apply 2 coats to ensure that the grout and tiles are sealed.
8. Contractor shall remove and replace the existing pumps with new pumps (ex. Alpine Cyclone Pond Pump).
9. Contractor shall replace the old/damaged water line with a new water line.
10. Contractor shall be responsible for the conduct of their personnel while on County property, all personnel shall always conduct themselves in a professional and courteous manner.
11. Contractor shall abide by the Fayette County no smoking/tobacco policy, on all County property and buildings.
12. Contractor shall be liable for any damages caused during the project; items must be replaced equivalent or better.

13. All work shall be done in coordination with Fayette County Justice Center. Fayette County's working hours are between 8am – 5pm, Monday thru Friday.
14. Contractor shall start work within 30 days after receiving the Notice to Proceed (NTP). Once the project starts, the contractor shall continue to perform all needed work within 30 days from the start date without delays, other than weather.
15. Warranty: 1 year warranty on all parts and labor.

This is a re-posting of solicitation #2149-A **Fountain Repair @ Justice Center**. Following are questions from the previous Pre-Quote meeting.

1. **Any color on the waterproofing acceptable?** Yes, any color may be quoted.
2. **Do we have access to electricity?** Yes, access to electricity is available.
3. **Do you want to replace the pump lines?** Yes, all pump lines shall be replaced.
4. **Do you know if there is a crack inside the fountain?** No, we are not aware of any cracks.
5. **Is it okay to come back at a different time to view the fountain area?** Yes, the fountain is in a public location.
6. **Do you have existing specifications on the existing tile?** No, no additional information is available.
7. **Are the 2 pumps to be replaced the same kind?** Yes, both pumps shall be replaced in kind.
8. **Do you have the model numbers of the pumps?** No, the only legible information on the pump is Alpine Cyclone Pond Pump.
9. **Is any work needed on the stone surfaces?** No.
10. **Will this project require a permit?** No.
11. **Is there a date we must start work?** Please see term and condition #13 and provide this information on the pricing sheet.
12. **What are the specifications for the existing water lines?** The existing water line is made of hard rubber.
13. **Do you have any diagrams showing the water line layout inside the fountain?** Due to the age of the fountain, no layouts are available.
14. **What GPH (Gallons per hour) is required for the alpine cyclone pond pump?** The minimum of 2,600 gallons per hour which is the speed of the current pump.

## PRICING SHEET

### RFQ #2255-A Fountain Repair @ Justice Center

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

Item Description	Lump Sum
Fountain Repair	

**NOTE:**

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

State time needed to commence work after Notice to Proceed is issued \_\_\_\_\_ (<= 30 Days).

State length of time needed to complete project \_\_\_\_\_ Days (<= 30 days).

State, List or Attach the terms of your warranty, if applicable: (1 year warranty on labor and a 10-year warranty on materials)

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**COMPANY NAME:** \_\_\_\_\_



**RFQ #2255-A Fountain Repair @ Justice Center**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

**COMPANY NAME:** \_\_\_\_\_