

June 21, 2023

**Subject: RFQ #2268-A: Public Works Flooring
Addendum #1**

Gentlemen/Ladies:

Below, please find responses to questions, clarification, or additional information for the above referenced **RFQ**. You will need to consider this information when preparing your quote.

1. Will the contractor be responsible for removing the restroom partitions?

No. The county will remove the restroom partitions prior to the start date of the contract.

2. Are there any floor plans for the building?

No, building plans are not available.

3. Will the flooring in the electrical room get replaced?

No, only a couple of panels under the doorway will be replaced to show a continuity of the new flooring.

4. Is all carpeting being removed from the upstairs offices?

Yes, all the current carpet shall be removed. Only the upstairs front two offices will have Shaw Unify-To Meld 2 by 2 carpet tile installed. The remainder offices will have Shaw Floorte Pro Series -915 DARK ELM as stated in the Scope of Work.

5. Is the small landing on the staircase being replaced?

Yes. The landing will be upgraded as stated in the statement of work.

6. Please note: A revised Price Sheet is included to include the downstairs restroom and locker room. Attachment #1, Price Sheet shall be used or your bid will be considered unresponsive.

7. Who is responsible for maintaining the drain in the downstairs shower?

The County will be responsible for raising the shower drain.

8. Please Note: This project may be awarded in phases. Attachment #2, Please see update Terms and Conditions.

9. The mud bed in the downstairs area is thick, should the quote include grinding it down or placing tile on top?

Contractor shall quote placing tile on top of the existing flooring.

Received by (Name): _____ Company _____

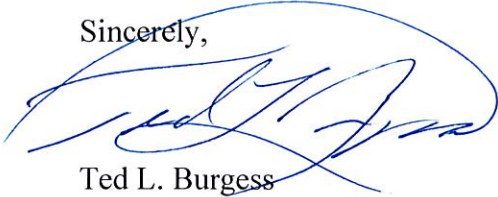
Note: If this addendum is not returned to the Fayette County Purchasing Department or if it is returned not signed, responding individuals, companies or other organizations will still be responsible for the requirements of this addendum and the specifications or changes herein.

The opening date for this RFQ has not changed. **The opening time and date are 3:00p.m., Thursday, June 22, 2023.** Quotes must be received by the Purchasing Department at the address above, Suite 204, at or before the opening date and time.

The deadline for inquiries has passed, so the Purchasing Department will not be able to accept any additional questions after this time.

If you have questions, please contact Sherry White, Contract Administrator at (770) 305-5314, fax (770) 719-5544 or email at swhite@fayettecountyga.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a large, loopy blue oval.

Ted L. Burgess
Director of Purchasing

PRICING SHEET

RFQ #2268-A Public Works Flooring

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

Item Description	Lump Sum
P.W. Flooring	

Item Description	Lump Sum
Fleet Flooring Downstairs	

TOTAL PROJECT PRICE	
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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.

Please note the flooring quoted:

Shaw Unify-To Meld 2 by 2 carpet tile or equivalent _____

Shaw Floorte Pro Series -915 DARK ELM or equivalent _____

State time needed to commence work after NTP 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:

COMPANY NAME: _____

GENERAL TERMS AND CONDITIONS
RFQ #2268-A Public Works Flooring

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. **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. **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.
10. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote, and is in all respects fair and without collusion or fraud.
11. **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.

12. **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.
13. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
14. **Contract Execution & Notice to Proceed (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.
15. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
16. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

17. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
18. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the county.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.