



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

May 17, 2024

Subject: Invitation to Bid 2416-B: Roof Repairs – Fayette County Jail

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for repair the roof on the Fayette County Jail. You are invited to submit a bid in accordance with the information contained herein.

A mandatory pre-bid conference will be held on 9:30 a.m., Friday, May 31, 2024, at the Fayette County Jail, 145 Johnson Avenue, Fayetteville, GA 30214 to provide an opportunity for you to become more familiar with the project, and to ask questions. Companies that attend will be invited to submit bids.

Questions concerning this Invitation to Bid should be addressed to Natasha M. Duggan in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 2:00 p.m., Friday, June 7, 2024.**

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.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Bid Number: 2416-B
Bid Name: *Roof Repairs – Fayette County Jail*

Your envelope *must* be sealed and should show your company's name and address.

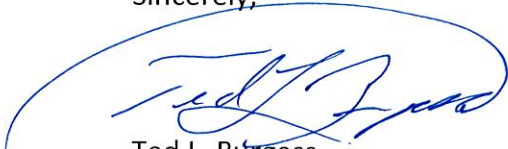
Bids will be received at the above address until 2:00 p.m., Tuesday, June 18, 2024 in the Purchasing Department, Suite 204. Bids will be opened at that time.

Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered.

If you download this Invitation to Bid from the County's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The County cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,



Ted L. Burgess
Chief Procurement Officer

GENERAL TERMS AND CONDITIONS
ITB 2416-B: Roof Repairs – Fayette County Jail

1. **Definitions:**
 - a. **Bidder:** A company or individual who submits a bid in response to this Invitation to Bid.
 - b. **Successful Bidder:** The company or individual that is awarded a contract.
 - c. **Contractor:** The Successful Bidder, upon execution of the contract.
 - d. **County:** Fayette County, Georgia.

2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the County, incorporating the Invitation to Bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Invitation to Bid, except to the extent that a bidder takes written exception to such provisions, and the County agrees to the exception. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this Invitation to Bid may result in rejection of the bid.

3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening to the date of award.

4. **Bidder's Questions:** As appropriate, the County will post answers to questions and/or other information concerning the Invitation to Bid in the form of an addendum on the County's website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this Invitation to Bid.

5. **References:** Include with your bid a list of three (3) jobs in the last five years that your company has done that are of the same or similar nature to the work described in this Invitation to Bid on the form provided. Include all information as requested on the form.

6. **Bid Submission:** Submit your bid, along with any addenda issued by the County, in a *sealed* opaque envelope. Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy on a flash drive, to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Bid Number: 2416-B
Bid Name: *Roof Repairs – Fayette County Jail*

Also show your company name on the envelope. You may submit sealed bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received in the Purchasing Department by the time and date of the scheduled bid opening will not be considered.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the County in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the County may disqualify the bids from that responder, at the County's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The County reserves the right to waive any defect or irregularity in any bid 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.
12. **Prices Held Firm:** Prices bid shall be firm for the period of the contract, unless otherwise specified in the contract. All prices bid for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County, or job site.
13. **Brand Name:** If items in this Invitation to Bid 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 bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
14. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the Invitation to Bid sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall at the discretion of the County.
15. **Samples:** When the County requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the County unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The County will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.

16. **Non-Collusion:** By responding to this Invitation to Bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this Invitation to Bid and is in all respects fair and without collusion or fraud.
17. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, 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 bidder to perform, and the bidder 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 bid item, any bid, or all bids, and to re-advertise for bids.
18. **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 bid, 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.
19. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
20. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid 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 bidder 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 bidder has designated as a trade secret.
21. **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.

22. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, 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 bidder prior to the County issuing the Notice to Proceed.
23. **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.
24. **Insurance:** The Successful Bidder 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 with the Successful Bidder is executed, the Successful Bidder shall provide Certificates of Insurance for all required coverage. The Successful Bidder can provide the Certificate of Insurance after award of the contract but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

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

25. **Bid Bond:** Bidder shall include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
26. **Performance and Payment Bonds:** Prior to execution of a contract, the Successful Bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
27. **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.
28. **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.
29. **Assignment of Contract:** Assignment of any contract resulting from this Invitation to Bid will not be authorized, except with express written authorization from the County.
30. **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.
31. **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.
32. **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.

33. **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.
34. **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. As appropriate, the County will compensate the Contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. Termination shall be without prejudice to any of the County's rights or remedies by law.
35. **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 submitted by the Contractor, which shall itemize each element of performance completed.
36. **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.
37. **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 the appropriate venue in Fayette County, Georgia.

Checklist of Required Documents

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

ITB 2416-B: Roof Repairs – Fayette County Jail

Company information – on the form provided _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Pricing Sheet* _____

Bid Bond* _____

List of exceptions, if any – on the form provided _____

References – on form provided _____

Addenda signed, if any are issued _____

Proof of certification from roofing manufacturer to install product _____

***FAILURE TO INCLUDE THIS ITEM WILL RESULT IN DISQUALIFICATION**

COMPANY NAME: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

2416-B: Roof Repairs – Fayette County Jail
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 _____, _____, 2024 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 _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

COMPANY INFORMATION
ITB 2416-B: Roof Repairs – Fayette County Jail

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: _____

Phone Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

REFERENCES

ITB 2416-B: Roof Repairs – Fayette County Jail

Please list three (3) references for current or recent customers in the last five years who can verify the quality of service your company provides installing/repairing BUR Modified roof systems. 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 _____

Pricing Sheet
ITB 2416-B: Roof Repairs – Fayette County Jail

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

Bid for Roof Repairs, per specification	\$ _____
Contingency Allowance	\$ _____ 7,500.00
Total Bid	\$ _____

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 time needed to commence work after Notice to Proceed is issued _____ Days.

State length of time needed to complete project _____ Days.

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

COMPANY NAME _____

EXCEPTIONS TO SPECIFICATIONS
ITB 2416-B: Roof Repairs – Fayette County Jail

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

COMPANY NAME _____

SCOPE AND SPECIFICATION
ITB 2416-B: Roof Repairs – Fayette County Jail

Introduction

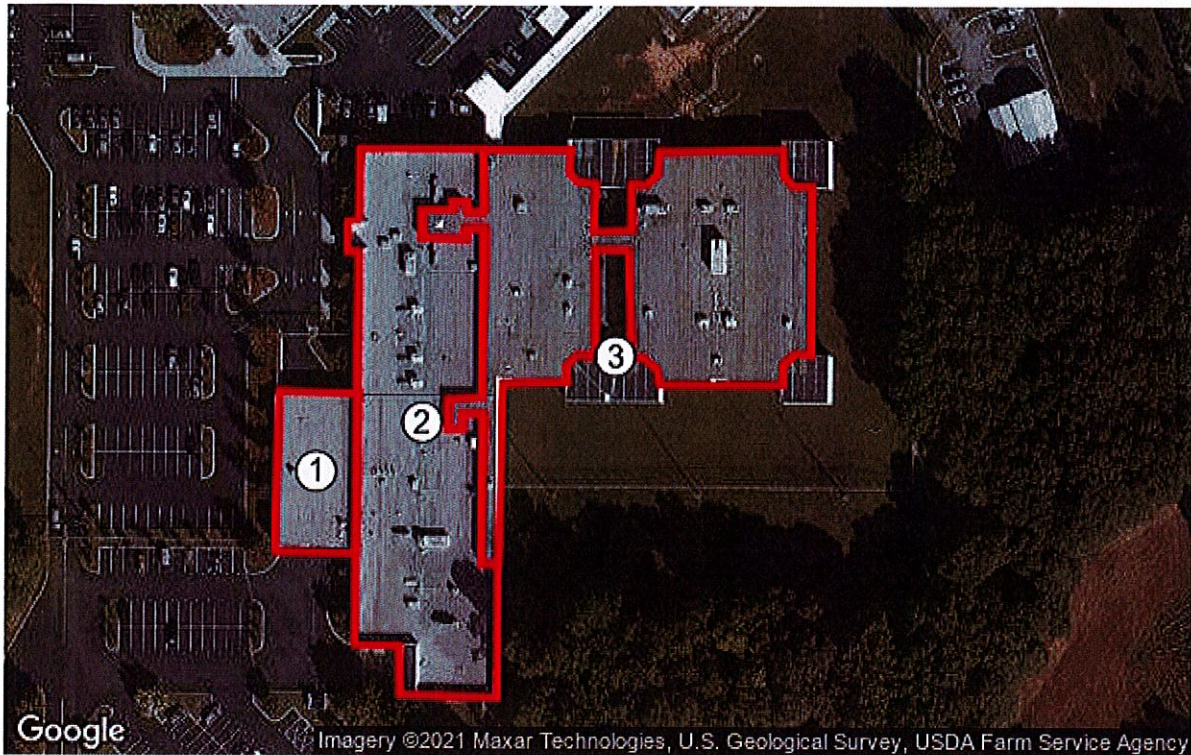
In 2021, Fayette County solicited a roofing contractor to perform a roof survey/analysis to determine the overall condition of the jail roof and a general listing of repairs needed at that time. It is expected that conditions have changed since the survey was completed.

Fayette County is seeking bids from qualified roofing contractors to repair all roof issues as stated below at the Fayette County Sheriff Office's Administration/Kitchen, Jail Expansion, and the Vehicle Sally Port.

Bidders shall include documentation with their bid showing five years of experience installing/repairing BUR Modified roof systems. Bidders shall also submit with their bid a Limited Specialty Qualification, from roofing manufacturer.

A contingency allowance has been included for unforeseen repairs. The allowance shall only be used with prior written approval of the County Administrator in the form of a Change Order. Any unused allowance shall be deducted from the contract.

Fayette County Sheriff's Office - Jail
145 Johnson Avenue, Fayetteville, GA



Section 1 (Vehicle Sally Port)

The current roof system is a BUR Modified roof system estimated to be +/- 19 years of age in poor condition. The known repairs needed are as follows:

- Blisters at the perimeter edge laps must be X-cut, filled with cement and patched with new modified membrane per system specifications.
- Blisters in the field must be X-cut, filled with cement and patched with new modified membrane per system specifications.

Section 2 (Administration – Kitchen)

The current roof system is a BUR Modified roof system estimated to be +/- 19 years of age in poor condition. The known repairs needed are as follows:

- Remove all debris from the roof field, leaving the area neat and clean.
- Blisters in the field must be X-cut, filled with cement and then patched with new modified membrane.
- Replace the open perimeter base flashing with new foil faced modified membrane per system specifications.
- Re adhere the open perimeter base flashing laps. Install new foil faced modified over the affected areas per system specifications.

- Clean, prime and seal the open wall expansion joints with urethane sealant, making water tight.
- Clean, prime and seal holes in the stucco wall with urethane sealant, making water tight.
- Clean, prime and seal the open through wall penetration for lines with urethane sealant, making water tight.
- Cut and remove the improper field/base flashing repairs. Install new modified/foil faced modified per system specifications.
- Blisters in the field at laps must be X-cut, filled with cement and patched with new modified membrane per system specifications.
- Remove the damaged lead pipe boots. Install and flash new lead pipe boots per system specifications.
- Remove heavy debris from the roof field, leaving neat and clean.
- Install, flash and fill a new pit h pan at the unflashed copper line per system specifications.
- Install three course repairs to the membrane fish mouths per system specifications.
- Clean, prime with Aldo 710 primer and coat with Aldo 374 the corroded expansion joint.

Section 3 (Jail Expansion)

The current roof system is a BUR Modified roof system estimated to be +/- 19 years of age in poor condition. The known repairs needed are as follows:

- Blisters in the field at laps must be X-cut, filled with cement and patched with new modified membrane per system specifications.
- Replace the open perimeter base flashing with new foil faced modified membrane per system specifications.
- Clean, prime and paint the corroded penetrations with a rust inhibiting paint.
- Clean, prime and top off the pitch pan where shrinkage is occurring.
- Clean, prime with Aldo 710 primer and coat with Aldo 374 the corroded expansion joint.
- Blisters in the field must be X-cut, filled with cement and patched with new modified membrane per system specifications.
- Install three course repairs to membrane fish mouths per system specifications.
- Install and seal new rain collars where missing, making water tight.

General Instructions

- The Contractor shall provide proof of certification by the manufacturer that the company represented, or individual is certified to install the product.
- The Contractor shall apply for the required building permit, including building construction plans and manufacturing installation requirements.
- The Contractor shall request and complete all required inspections with a passing status to reach the certificate of completion.

- The Contractor shall meet all Fayette County adopted building codes.
- The Contractor shall comply with all adopted building code and
- The Contractor shall provide all labor, equipment, material, and supervision to complete the work.
- Fayette County's working hours are between 8am – 5pm. Any modification to those hours must be made in writing by the contractor.
- The Contractor shall provide a 1-year warranty on labor and a 10-year warranty on materials.
- The Contractor shall be responsible for dumpsters or trucks to remove all building materials from each site. Do not place the dumpster or truck on sidewalks, curbs etc. without protecting these areas from cracking. Contractor shall be responsible for repairing all damaged sidewalks and curbs due to their work, pictures will be taken before and after of the sidewalks and curbing to protect the County as well as the Contractor.
- The Contractor shall be responsible for daily clean-up, including rolling magnetic sweepers or equivalent, to keep the public safe from roofing tacks getting in tires or stepping on them. Any materials left on the building must be secured properly.
- The Contractors shall be responsible for setting up barricades and signage to keep the public out of work areas, while keeping a safe entryway into the building for the public while open.
- The Contractor shall be responsible for any damage caused while on this project, such as gutters, down spouts, landscaping, and damage to building. Any damage caused by the Contractor shall be reported immediately to the County.
- The Contractor shall replace existing roofing with all new materials as noted.
- The Contractor shall replace any decking as deemed necessary with the same type material.
- The Contractor is responsible for the personal conduct of their employees while on County property. Personnel are expected to be professional and courteous at all times.
- The Contractor shall be responsible for their personnel on County property. There is a no tobacco policy while on all County property and in County buildings.
- Should the inspection determine that work perform is sub-standard and / or not per code, the Contractor will be notified immediately of the problem and a "Stop Work Notice" will be issued until the problem is resolved.