



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

November 18, 2024

**Subject: 2511-A: Kenwood Park Tennis Court and Basketball Court
Resurfacing**

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.

Quotes will be accepted until 3:00 pm, Friday, December 6, 2024. Please provide your quote and other information via postal mail, courier, or email to Michelle Sampson, Buyer/Contract Coordinator at msampson@fayettecountyga.gov or fax to (770) 305-5150.

Address any questions you may have about this request for quotes to Michelle Sampson via email to msampson@fayettecountyga.gov or fax to (770) 305-5420. Questions will be accepted until 12:00pm, Tuesday, November 26, 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.

Sincerely,

Ted L. Burgess
Chief Procurement Officer

GENERAL TERMS AND CONDITIONS
RFQ #2511-A: KENWOOD PARK TENNIS COURT AND BASKETBALL COURT
RESURFACING

1. **Definitions:**
 - a. **Responder:** A company or individual who submits a quote in response to this RFQ.
 - b. **Successful Responder:** The Responder that is awarded a contract.
 - c. **Contractor:** The Successful Responder, upon execution of the contract.
 - d. **County:** 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 Quotes and the Responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Request for Quotes, except to the extent that a Responder takes written exception to such provisions, and the County agrees to the exceptions. 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 Quotes 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 to the date of award.

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 Quotes, 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 Quotes. 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. **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.
9. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the Request for Quotes, 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 Quotes, 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 Quotes 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:** 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.
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 Successful Responder 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 to the County. The certificate shall list an additional insured as follows:

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

17. **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.
18. **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.
19. **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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.

27. **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 #2511-A: KENWOOD PARK TENNIS COURT AND BASKETBALL COURT
RESURFACING**

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 _____

COMPANY'S NAME: _____

COMPANY INFORMATION
RFQ #2511-A: KENWOOD PARK TENNIS COURT AND BASKETBALL COURT
RESURFACING

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: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

REFERENCES
RFQ #2511-A: KENWOOD PARK TENNIS COURT AND BASKETBALL COURT
RESURFACING

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'S NAME: _____

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

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

2511-A: Kenwood Park Tennis Court and Basketball Court Resurfacing

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_____.

SCOPE AND SPECIFICATION
RFQ #2511-A: KENWOOD PARK TENNIS COURT AND BASKETBALL COURT
RESURFACING

Introduction

Fayette County is soliciting quotes from qualified contractors for minor repairs and resurfacing of four (4) tennis courts and four (4) basketball courts located at 265 Highway 279, Fayetteville, Ga. 30215.

Work shall be accomplished between January 2 and April 1, 2025.

Specifications

A. Court Preparation:

1. Remove existing nets and tennis windscreens. Nets should be stored in a location designated by Fayette County. Windscreens shall be removed from the site.
2. All courts shall be cleaned prior to remove dirt, excess surface material and any other matter that might interfere with the adhesion of the new playing surface.
3. Repair or fill all dings, gouges, or other damages and level any low spots exceeding 1/8" in depth or the thickness of a nickel. Fill all low-lying areas and paving joints with acrylic patch binder.
4. Locate and fill all structural cracks with E330 Crack Filler and install multi layered Rite Way Crack Repair System over all structural cracks (1/16" or Larger). The Rite Way product or Fayette County approved equivalent shall not bubble, should have no hollow sound and shall incorporate a micro sealant moisture barrier over the cracks.

B. Resurfacing:

1. Apply one coat of black acrylic resurfacer.
2. Apply multiple coats (minimum 2) of Acrytech Full Acrylic playing surface coating or Fayette County approved equivalent of acrylic emulsion coatings. Asphalt emulsions will not be accepted.
3. Colorcoat colors shall be:
 - a. Playing surface – green
 - b. Areas surrounding playing surface – beige
 - c. Exact color choices shall be approved by Fayette County prior to application.
4. Tennis Courts:
 - a. Sand and paint net post or install new net post with removable handles. New net post colors shall match existing net post.
 - b. Install new ground anchors for center strap attachment if necessary.
 - c. Lines shall be painted using two coats of textured acrylic white line marking paint.

- d. All playing lines shall be two (2) inches wide, accurately located and marked in accordance with the latest specifications of the United States Tennis Court and Track Builders Association.
- e. Install new netting. Net shall be an Edwards 40LS tennis net. Heavy duty polyester headband with reinforced stitching. High quality 3.5 core braided solid core polyethylene net body with UV protection to protect against weather and ultraviolet rays. Top six rows should be doubled for extra life. Net shall include 5/8" diameter dowels; 2" wide vinyl side/bottom tape; and vinyl coated galvanized steel cable wire. Net shall have a five (5) year warranty.
- f. Install new center straps.
- g. Install 9' high x 58' wide black windscreens on the east and west fencing for courts 1 and 2. Install 9' high black windscreens on the north and south fencing for courts 3 and 4. Windscreens shall not exceed 57' long sections instead of one long piece for courts 3 and 4. *Successful contractors are responsible for measuring the courts for the dimensions needed on the windscreens.* Windscreens shall be open mesh Lath Leno Polypropylene with 87% visibility blockage. Hemmed Box vents shall be provided every 10 feet for the Courts 3 and 4. The screens shall feature ultraviolet inhibitors to prevent sun damage and have 4-ply hems on all 4 sides with #2 brass grommets every 12" intervals. The windscreens shall have special reinforcing threads to resist tearing and spreading. 100% mildew proof. UV rated ties shall be utilized to attach to the fence. Windscreens shall have a 4-year manufacturer's warranty. Contractors shall measure fences for exact sizes.

Pickleball Court Playing Lines:

- a. Lines shall be painted using two coats of textured acrylic light blue line marker paint. Two (2) pickleball courts shall be painted on Court 2 and two (2) pickleball courts on Court 4 of the tennis courts. See attached map for designation of the courts.
- b. All playing lines shall be two (2) inch wide, accurately located and marked in accordance with the latest specification of the United States Pickleball Association.

5. Basketball Courts:

- a. Lines shall be painted using two coats of textured acrylic light blue line marker paint.
- b. Lines shall be two (2) inches wide, accurately located and marked in accordance with the latest specifications of the National Federation of High School Basketball Court Dimensions.
- c. A Urethane Sport Clear Coat shall be applied on to the key to seal the basketball key.

C. General Information:

1. Work shall be accomplished between January 2 and April 1, 2025. All resurfacing and painting shall be applied by experienced personnel while temperatures are fifty (50) degrees Fahrenheit and rising and only in dry conditions.
2. Work shall be coordinated with and inspected by Fayette County. A preconstruction meeting shall be required prior to work being held. Fayette County's working hours are between 8:00 a.m. and 5:00 p.m. Monday thru Friday. Any modifications to those hours must be in writing by the successful contractor and accepted by Fayette County.
3. Contractor shall enclose a list of references and recent projects.
4. Construction shall come with a two (2) year warranty against cracking.
5. Contractor responsible for keeping job site clean and orderly. The work area will need to be cautioned off with but not limited to signage, cones, barricades, and caution tape to show closed as a construction area during the duration of the project. All excess material to be removed after completion. The grounds around the work site shall be repaired and left as it was found when the job was started.
6. The successful contractor shall repair all damage to existing structures, pavement, sidewalks, driveways, curb and gutter, landscaping, phone lines, power lines, lights, fences, or any other obstructions not specifically mentioned during the resurfacing process. All existing asphalt torn up by the successful contractor should be repaired with asphalt or concrete. All cuts should be direct and smooth cuts. All grass disturbed areas on the outside of the tennis and basketball courts shall be smoothed to existing ground surface and must be seeded with Winter Blend and then straw placed over seed. Seed and straw must meet county requirements.
7. It is highly suggested the contractor take photos of all preexisting conditions around or within the vicinity of their work and staging areas. All photos should be submitted to the County prior to mobilizing to the project site. All damages shall be supported by photographs and reported to Fayette County Maintenance Department, immediately. Any damage repair shall be approved by Fayette County.
8. The Contractor shall be responsible for all labor, equipment, and materials needed to complete this work.
9. The Contractor shall be responsible for the conduct of their personnel on County property. All of Fayette County property is a smoke-free, tobacco free, and vape free.
10. Payment will be rendered after all work is completed to the satisfaction of the County including clean up.



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PRICING SHEET
RFQ #2511-A: KENWOOD PARK TENNIS COURT AND BASKETBALL COURT
RESURFACING

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

Location Name	Lump Sum
Kenwood Park Tennis Court Resurfacing	
Kenwood Park Basketball Court Resurfacing	
Pickleball Lines on Tennis Court #2	
Pickleball Lines on Tennis Court #4	
Windscreens for Courts 1 and 2	
Windscreens for Courts 3 and 4	
TOTAL PROJECT AMOUNT	

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, if applicable: _____

COMPANY'S NAME: _____

EXCEPTIONS TO SPECIFICATIONS
RFQ #2511-A: KENWOOD PARK TENNIS COURT AND BASKETBALL COURT
RESURFACING

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

COMPANY'S NAME: _____