

**FORSYTH COUNTY DEPARTMENT OF PURCHASING  
118 CASTLEBERRY ROAD, SUITE 13  
CUMMING, GA 30040  
(770) 888 8872**

**QUOTE 08-52  
INSTRUCTIONS TO QUOTERS**

DATE ISSUED: November 3, 2008

**FOR: Providing all materials, equipment, and labor to make necessary repairs to Bathrooms and Concession Stands at Sharon Springs Park and Midway Park**

**MANDATORY SITE VISIT SCHEDULED FOR: Sharon Springs Park, 1:30 p.m., Monday, November 10, 2008 (1950 Sharon Road, Cumming, GA 30040; Midway Park, 3:00 p.m., Wednesday, November 12, 30040 (5100 Post Road/ Hwy 371, Cumming, GA 30040.**

**ALL INTERESTED BIDDERS MUST ATTEND SITE VISIT.**

DEADLINE FOR RECEIVING QUOTES: 11:00 a.m., Wednesday  
November 19, 2008

QUOTE RECEIVING OFFICE: Purchasing Department  
118 Castleberry Road, Suite 13  
Cumming, GA 30040

MAY BE FAXED TO: 770 205 4666  
Or emailed to: dhkukarola@forsythco.com

Quote tabulations will be furnished upon written request, or may be viewed on County web site, [www.forsythco.com](http://www.forsythco.com).

Quotes submitted after 11:00 a.m. on the date of the deadline will not be accepted under any circumstances.

**Any questions are to be submitted in writing to: Donna Kukarola, Director, 118 Castleberry Road, Suite 13, Cumming, GA 30040, or may be faxed: 770 205 4666. Written Addenda will be posted on the County web site, [www.forsythco.com](http://www.forsythco.com), Purchasing Department, click on \*\* by Quote number to access Addenda.**

**QUOTE 08-52**  
**Required Information from Firms**

Date of QUOTE: November 19, 2008

The undersigned agrees, if this QUOTE is accepted within \_\_\_\_\_calendar days after date of opening, to furnish all equipment, materials, or services in strict accordance with the provisions of this Invitation to QUOTE, at the price and terms and according to specifications or other provisions in this QUOTE package. All items are to be completed and delivered as specified within \_\_\_\_\_calendar days from issuance of Notice to Proceed. DO NOT INCLUDE ANY TAXES IN THE QUOTE PACKAGE AS FORSYTH COUNTY IS EXEMPT BY LAW.

If the successful Firm does not hold a Forsyth County business license they will be required to register their business license with the Forsyth County Planning and Zoning Department. Proof of license will be required.

FIRM INFORMATION

_____ Company Name	_____ Name of Person Authorized to Submit this Sealed QUOTE
Street Address: _____ _____	_____ Title
Mailing Address: _____ _____	Name and telephone number of contact person for information on this Quote _____
Tax I.D. # : _____	_____
General Contractor # _____	

I hereby acknowledge receipt of the following checked Addendum of the QUOTE, Plans, Specifications, and/or other documents pertaining to the Project.

Addendum Nos.: 1\_\_\_\_ 2\_\_\_\_ 3\_\_\_\_ 4\_\_\_\_ 5\_\_\_\_ **I understand that failure to confirm the receipt of addendum is cause for rejection of QUOTES. It is the responsibility of the CONTRACTOR ensure receipt of all addendum.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**QUOTE 08-52**

Responsibility for meeting these specifications remain with the seller’s response to the QUOTE. Any differences must be so noted and addressed specifically, with any deviations to the specifications listed on a separate sheet of paper titled “EXCEPTIONS TO SPECIFICATIONS”. FIRMS who do not comply with this request will not have their QUOTE considered for award.

It is not the intent of these specifications to exclude any manufacturer / dealer / contractor from Quoting. The County reserves the right to determine whether any or all such deviations will or will not be accepted.

**Mandatory Site Visit:**

1:30 p.m. Monday, November 10, 2008 Sharon Springs Park, 1950 Sharon Road, Cumming, GA 30040

3:00 p.m., Wednesday, November 12, 2008 Midway Pary, 5100 Post Road, Cumming, GA 30040

Interested Contractors must attend site visit. Note: Contractors do not have to provide quotes for both projects. Forsyth County retains the right to award projects separately.

**Sharon Springs Park**

Contractor will be required to provide all labor, materials, and equipment to complete the following items:

Concession Stand

- 1. Take out triple wood frame windows and replace with metal frame single unit 115.5 x 52 – 2 each
- 2. Replace double wood frame windows with metal frame single unit, 78 x 52, 4 each
- 3. Replace small triple windows upstairs, 89.75 x 40.5, 8 each

Bathroom

- 1. Tile Block walls up to 4’ height, 156 s.f., 4 each
- 2. Tile plywood walls full height, 116 s.f., 4 each

Total Quote Sharon Springs Park: \_\_\_\_\_

Warranty of work: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Midway Park**

Contractor will be required to provide all labor, materials, and equipment to complete the following items:

Concession:

1. Replace small window with solid metal frame 40.5 x 45, 1 each
2. Replace larger windows with solid metal frame, 78 x 60.5, 4 each
3. Extend awning to corner, 116" x 68"
4. Replace counter top with solid surface and under-mount double sink and small single sink, 40.25 s.f.
5. Replace cabinets with two(2) 12" shelves, solid wood, not wire, 36 l.f.
6. Take out existing wire shelf and replace with solid shelf, 11 l.f.

Bathrooms:

1. Reconfigure stall to meet ADA
2. New solid surface counter tops and sinks, 16.26 s.f., 2 each

Total Quote Midway Park: \_\_\_\_\_

Warranty of work: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

(This Affidavit is Part of the QUOTE Documents)

QUOTE DATE:

PROJECT DESCRIPTION:

STATE OF GEORGIA }

COUNTY OF FORSYTH }

\_\_\_\_\_ being first duly sworn, deposes and says that

he is \_\_\_\_\_ (sole owner, a partner, president secretary,

etc.) of \_\_\_\_\_ the party making the foregoing Proposal or QUOTE; that such QUOTE is genuine and not collusive or sham; that said FIRM has not colluded, conspired, connived, or agreed, directly or indirectly, with any FIRM or person, to put in a sham QUOTE, or that such other person refrain from Quoting, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the QUOTE Price of affiant or any other FIRM, or to fix any overhead, profit or cost element of said QUOTE Price, or of that of any other FIRM, or to secure any advantage against Forsyth County, or any person interested in the proposed Contract; and that all statements in said Proposal or QUOTE are true; and further, that such FIRM has not, directly or indirectly submitted this QUOTE, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof

Affiant: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_ 20\_\_

**FORSYTH COUNTY  
STANDARD TERMS AND CONDITIONS**

1. CHANGES: No change will be made to this invitation except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (7) seven calendar days prior to the time set for opening of the QUOTES.
2. FOB POINT: QUOTE price to include shipping, packing, crating and unloading at address in QUOTE Schedule. Title to remain with vendor until fully accepted by county. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain property of vendor until replaced or removed at County's direction.
3. RISK OF LOSS: Vendor agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury or destruction shall not release vendor from any obligation.
4. DELIVERY TIME: Specify on QUOTE Schedule the delivery time you are able to meet for items listed in QUOTE Schedule. Failure to meet stated delivery times may be grounds for cancellation of order.
5. QUOTE ACCEPTANCE TIME: QUOTES requiring acceptance by the county in less than (60) sixty calendar days could be rejected, unless so stated on "QUOTER's Response Page" and accepted by the county.
6. WITHDRAWAL OF QUOTES: QUOTES may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of QUOTES. Negligence on the part of the QUOTER in preparing his QUOTE confers no right of withdrawal or modification of his QUOTE after QUOTE has been opened. No QUOTE may be withdrawn for a period of (60) Sixty days after time has been called on the date of opening.
7. SUBSTITUTIONS: When references are made in these documents to trade names or to the brand names of manufacturers, such references are made solely to designate and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive QUOTEding. If comparable materials or equipment of trade names or of manufactures' names which are different from those mentioned in the QUOTE specifications are offered, the burden of proving equality of a proposed substitution rest on the submitting party and must be provided with the QUOTE.
8. AWARD: For all contracts established through a QUOTE/Proposal the award will be made to the lowest responsible QUOTER meeting all specifications and whose QUOTE is responsive to the QUOTE/Proposal. This is the QUOTER who submits the lowest price, whose QUOTE meets the specifications, who agrees to contract terms and conditions with Forsyth County, and who is clearly capable of performing the resulting contract. Therefore, the lowest responsible QUOTER will not always be the QUOTER who has submitted the lowest monetary QUOTE.

8.1: The vendor in accepting this contract, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, which is incorporated herein by reference.

9. EXCEPTIONS TO SPECIFICATIONS: Any award resulting from this invitation shall bind the Quoter to all terms, conditions and specifications set forth in this invitation. QUOTERS whose QUOTES do not conform should so note on separate page if necessary and/or on QUOTE Schedule. While the county reserves the right to make an award to a nonconforming QUOTER when in the best interest of the county, such awards will not be readily made, and QUOTER are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a QUOTER unless it is properly set out as provided above. No exception will be deemed to have been taken by the county unless incorporated in an award resulting from this invitation and so stated.

10. QUOTE RESULTS: No QUOTE results will be issued by telephone. Interested parties may request in writing, a QUOTE tabulation by sending a self-addressed, stamped envelope with their request to: Forsyth County Purchasing Department, 118 Castleberry Road, Suite 13, Cumming GA 30040.

11. PAYMENT: Upon inspection and acceptance of all items, amount due shall be paid within (30) Thirty days of receipt of correct invoice, unless a shorter time is stated in the QUOTE and accepted by the county. (see # 13 below) Submit invoice(s) with original signature of receiving county personnel to Forsyth County Commissioners, Attn. Accounts Payable, 110 E. Main St, Suite 210, Cumming, Georgia 30040

11.1 Itemize all invoices in full. Show payment terms. Be sure our Purchase Order number is on your invoice. Mail the original and one copy of your invoice to the address above.

11.2 Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Forsyth County employee's signature must appear on the delivery receipt or invoice.

11.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. Forsyth County is exempt from taxes but the successful QUOTER shall pay all taxes required of him by law and Forsyth County can not exempt others from tax.

11.4 Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 et. Seq.)

12. COMMODITY STATUS: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Forsyth County.

13. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to: Accounts Payable, 110 E. Main St, Suite 210, Cumming, Georgia 30040

13.1 DISCOUNTS: Prompt payment discounts offered for period of less than (15) Fifteen days will not be considered in determining the low QUOTER. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payment, will be computed from the date of final acceptance of all goods for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.

14. ANTI-DISCRIMINATION CLAUSE: "Forsyth County does not discriminate against any person because of race, color, religion, national origin, or disabilities in employment or service provided."

15. TERMINATION: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation to QUOTE, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Forsyth County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the Official Minutes of the Forsyth County Commission.

16. APPROPRIATION OF FUNDS: Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise un-obligated funds available to satisfy the County's obligations under said contract(s).

17. REGULATORY AGENCIES: Successful QUOTER will be responsible for all required permits or license required by any regulatory agency of the city, county, state or federal governments. Further, successful QUOTER will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).

18. INDEPENDENT CONTRACTORS: The QUOTER represents to Forsyth County that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized and financed to perform such functions. The QUOTER shall finance his own operations hereunder, shall operate as an independent contractor and not as the agent of Forsyth County and nothing contained in this Invitation to QUOTE or a contract resulting from same shall be construed to constitute the QUOTER or any of his employees, servants or agents or subcontractors as a partner, employee, servant or agent of the county nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

19. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that successful QUOTER will not assign, transfer, convey or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the county.



20. QUESTIONS: All questions concerning this invitation should be directed to the purchasing agent whose name appears on the cover page unless otherwise directed.
21. REJECTION OF QUOTES/PROPOSALS: The Forsyth County Board of Commissioner's reserves the right to reject any and all QUOTES/proposals submitted in response to any solicitation, to reject any portion thereof, or to waive any minor irregularity or administrative requirement.
22. PAYMENT ON CONTRACTS: Payment for work completed will be made on monthly invoices at the contract price for units in place and accepted by the County. Except that a 5% retainer will be withheld from each payment. Upon completion of all work acceptance by the County, any retainer due the contract will be paid within thirty (30) days of final acceptance or receipt of correct invoice, whichever is later.
23. SITE INSPECTION: QUOTER should inspect the site to ascertain the nature and location of the work and the general conditions, which could effect the work or the cost thereof. The county will assume no responsibility for representations or understandings concerning conditions made by any of it's Officers or Employees unless included in the Invitation to QUOTE/Proposal.
24. AFFIDAVIT: The QUOTER will be required to execute an Affidavit of Non-Collusion and submit it with QUOTE Documents.
25. EXECUTION OF CONTRACT: Subsequent to the award the successful QUOTER will be presented with a contract and other applicable forms. The successful QUOTER shall execute and return the contract and forms within ten (10) days of presentation together with the Payment Bond, Performance Bond, and Certificate of Insurance. If said documents are mailed to the successful QUOTER, the date of presentation shall be deemed the postmark date. The QUOTE of the successful QUOTER and the Invitation to QUOTE shall be incorporated into the contract, except to the extend that this Invitation to QUOTE conflicts with the contract, in case the provisions of the contract differ from the Invitation, the contract shall have precedence. Copy of the contract are attached to QUOTE Documents for review.
26. COMPLETION TIME: Project is to be completed within the time frame established in the Invitation to QUOTE and accepted by the County. Work shall be completed as QUOTE, in the manner with the specifications QUOTE. In the event that the contract is not completed within the time provided, QUOTER shall pay to the County, not as a penalty, but as liquidated damages, a set sum per day as stated in the contract, for each and every day beyond said completion day.
27. CERTIFICATATE OF INSURANCE: Successful QUOTER will be required to furnish a certificate of liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the County. Certificate is to be submitted at the time the Contract is executed.

28. BONDS: Bonds are required for construction (public works) contracts. They are required only occasionally for non-construction contracts. The requirement will be stated clearly in the solicitation document in all cases, and the QUOTE bond must accompany the QUOTE/proposal. Any QUOTE or proposal submitted without the required QUOTE bond will not be considered for award. **BONDS ARE NOT REQUIRED FOR PUBLIC WORKS PROJECTS UNDER \$100,000.00.**

- QUOTE BOND: The QUOTE must be accompanied by a QUOTE guarantee of not less than five (5) percent of the amount of the QUOTE. The guarantee may be in the form of a Cashier's Check, Certified Check made payable to the Forsyth County Board of Commissioners, or a QUOTE Bond issued by a surety company. The guarantee shall insure the execution of the contract document and the furnishing of a Payment and Performance Bond. QUOTE Bonds will be returned to all QUOTEders upon award of the contract.
- PERFORMANCE BOND: The successful QUOTEder will be required to furnish a guarantee of the performance in the amount of the contract: if the contract is more than: \$5,000 for ROAD PROJECTS, and \$40,000 for all other projects, prior to commencing work. This guarantee of performance may be in the form of a Cashier's Check, Certified Check made payable to Forsyth County Board of Commissioners, Performance Bond, or an irrevocable Letter of Credit issued by a Bank or Savings and Loan Association as defined in O.C.G.A., Section 7-1-4. Irrevocable letters of credit will not be accepted on contracts of more than \$300,000.00. Performance Bonds will be returned to the contractor within thirty (30) days after the work is completed and accepted by the County.
- PAYMENT BOND: The success QUOTER will be required to furnish a guarantee of payment for the protection of all subcontractors, and all persons supplying labor, material, machinery and equipment provided for in the contract in the amount of the contract awarded prior to commencing work. This bond is required for ROAD PROJECTS only if the contract is more than \$20,000.00; all other projects require a Payment Bond no matter the contract amount. This guarantee may be in the form of a Payment Bond, Cashier's Check, Certified Check made payable to the Forsyth County Board of Commissioners, or by an irrevocable Letter of Credit issued by a Bank or a Savings and Loan Association as defined in O.C.G.A., Section 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than \$300,000.00.

29. INSPECTION OF RECORDS: The records of the Purchasing Office are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Purchasing Office.

QUOTER/offerors are cautioned that any documentation submitted with or in support of a QUOTE or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or in any other manner will not protect this material from public inspection upon request.

There will be a charge assessed to any vendor requesting copies of records.

Forsyth County does not discriminate against any person because of race, color, religion, national origin, sex, age, or handicapped individuals in employment, services provided, or contracts awarded.