

DATE: 25 August 2010

TO: All Contractors

FROM: FCS Capital Program Contracts Department

RE: **Request for Sealed Quotation (RFSQ), No. 502-11, Police Department
Relocation in Meadows Operations Center**

Please find **Amendment No. 2** to the subject solicitation attached.

AMENDMENT NO. 2 – Dated 8/25/2010

**RFSQ NO. 502-11
POLICE DEPARTMENT RELOCATION
IN MEADOWS OPERATIONS CENTER**

1. The following changes are made to the above referenced solicitation:

DELETE: Quotations will be received on 25 August 2010.

ADD: Quotations will be received on 30 August 2010.

DELETE: Pages 1, 17, 19, and 20 through 23 in their entirety.

ADD: Pages 1, 17, 19, and 20 through 23 entitled, Amendment No. 2 – Dated 8/25/2010.

2. The following question was received and the response that follows is provided as information.

Q1. Can you clarify the type of steel grates that are required for the windows?

A1. The steel grates have been deleted out of the scope of work. FCS maintenance personnel will be responsible for the installation.

3. Failure to submit quote on Quote Acceptance Form issued with Amendment No. 2 – Dated 8/25/2010 shall render the quote non-responsive.

4. All other terms and conditions remain the same.

AMENDMENT NO. 2 – Dated 8/25/2010

DATE: 18 August 2010
TO: All Contractors
FROM: FCS Capital Program Contracts Department
RE: **Request for Sealed Quotation (RFSQ), No. 502-11, Police Department Relocation in Meadows Operations Center**

The Fulton County Schools invites you to submit a Quotation for furnishing any or all items as listed on the attached forms.

This is a Request for Sealed Quotation (RFSQ), this is a request for pricing for the services being requested in accordance with Fulton County Schools purchasing procedures DJE. Acceptance of this offer will be made by Fulton County Schools by issuance of the Quote Acceptance Form attached in this document.

Sealed Quotations will be received subject to the attached terms specified in “Quotation Conditions”, by the FCS Capital Program Contracts Department, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **Quotations will be received up to 2:30 p.m. local time (as per the FCS Capital Program Contracts Department time clock) on 30 August 2010. Sealed quotations WILL NOT be opened publicly.**

AMENDMENT NO. 2 – Dated 8/25/2010

SPECIFICATIONS

1. CONTRACT TYPE

The contract type contemplated for this requirement is a General Lump Sum.

2. CONTRACT SCHEDULE

Performance Period for Contract is twenty-one (21) days.

3. CONTRACT AWARD

Award will be made on an “All or None” basis. Fulton County Schools reserves the right to award to a single contractor, to no contractor, to multiple contractors, or by line item if deemed to be in the best interest of FCS.

4. OTHER PROCEDURES

N/A

5. SCHEDULE REQUIREMENTS

Project anticipated to start week of 6 September 2010 and is required to be completed within twenty-one (21) days after issuing the notice to proceed.

6. OWNER’S REPRESENTATIVE

Supervision of the contract will be performed by the Owner’s Representative, Doug Carey of the FCS Facilities Services Department.

AMENDMENT NO. 2 – Dated 8/25/2010

SPECIFICATIONS

SCOPE OF WORK continued

Electrical:

1. Add switches and re-wire lights as necessary per reflected ceiling plan. (See Appendix II)
2. Add a total of five duplex receptacles in the interview and shared conference rooms. See floor plan for locations. (See Appendix I)
3. Provide boxes for data drops and empty conduit above ceiling rough as illustrated on floor plan in all new walls. (See Appendix I)

Command Center:

1. Provide labor to install three wall-mounted 42” flat panel monitors above countertop. (Height of monitors to be determined.) Provide three duplex receptacles and data boxes for 42” flat panel monitors as illustrated on floor plan. (See Appendix I) Receptacles and data boxes shall be installed at a height directly behind the monitors so they are not visible. Flat panel monitors will be purchased by Fulton County Schools. Also provide three duplex receptacles and data drops at floor level for desktop computer use.
2. Provide 24” deep x 25’ long laminate counter top 30” above finished floor as shown on floor plan. (See Appendix I) Provide four evenly spaced grommets with plastic covers, as well as adequate support beneath countertop as necessary to support the long span.

Miscellaneous:

1. Move thermostat (“T”) to new location labeled on floor plan (Appendix I) so new door into interview room can be installed.
2. Replace any horizontal mini-blinds that are bent or scratched.
3. **DELETED.**
4. Provide one-way glass measuring 36” x 36” with a hollow metal frame. Install head of window aligned with head of adjacent door. Paint hollow metal frame to match adjacent wall color.

AMENDMENT NO. 2 – Dated 8/25/2010

QUOTE ACCEPTANCE FORM

**POLICE DEPARTMENT RELOCATION IN
MEADOWS OPERATIONS CENTER
RFSQ No. 502-11**

Company Name: _____

1.01 QUOTE SUBMISSION INSTRUCTIONS

Submit this form, in a sealed envelope, plainly showing company name and the quote submission date; and deposit with **Capital Program Contracts Department** located at 5270 Northfield Boulevard, College Park, Georgia.

- A. Quoters shall keep the Quote and Acceptance Form intact and return all pages when submitting quote.
- B. Failure to submit the complete quote and Acceptance Form may invalidate the quote.

1.02 QUOTE SUBMISSION DATE: No Later Than: 2:30 P.M. on 30 August 2010

1.03 PROJECT IDENTIFICATION:

- A. The undersigned is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other quote Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for:

Police Department Relocation in Meadows Operations Center, RFSQ 502-11

In strict conformity with the Drawings and Specifications issued by:

Fulton County Schools
Fulton County, Georgia

1.04 Quoter acknowledges receipt of the following Amendment:

Number Number Number Number Number Number Number Number Number Number Number Number

1.05 BASE QUOTE (MUST BE FULLY COMPLETED BY QUOTER)

- A. Quoter will complete the Work in accordance with the Contract Documents for the following base quote amount **which includes all allowances (including both specified and unit cost allowances):**

QUOTE AMOUNT:

Grand Total _____ (\$ _____)
(use words) (figures)

AMENDMENT NO. 2 – Dated 8/25/2010

- B. Base Quote Component Cost: N/A
- C. The base quote amount includes all applicable taxes per Quotation Conditions section entitled TAXES.
- D. The base quote amount includes all Contract Allowances, if any, as set forth.
 - a. SPECIFIED ALLOWANCES: N/A
(Total Specified Allowances shall be included in Contractor total BID amount listed at 1.05 A. Base BID Amount above)
 - b. UNIT COST ALLOWANCE: N/A
(Total Unit Cost Allowances shall be included in Contractor total BID amount listed at 1.05 A. Base BID Amount above)

1.06 ALTERNATES: N/A

1.07 A complete description of the alternates is set forth in specifications.

1.08 BASIS OF AWARD OF CONTRACT:

- A. The lowest responsive and responsible quote shall be determined by the lowest base quote amount **which includes all allowances (including both specified and unit cost allowances):**.
- B. **OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL QUOTES.**

Article 1 - Scope of Work

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with the following titled Project:

Project Name
Police Department Relocation in Meadows Operations Center
Owner No. RFSQ No. 502-11

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed.

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

The CONTRACTOR, even if it is without fault itself, shall indemnify, defend and hold harmless the OWNER, the Board and its and their respective officers, employees, program administrators, representatives, agents and consultants, from every liability, claim, loss, cause of action, action, demand, penalty, cost, expense (including without limitation, attorneys' fees) related to or arising from:

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;

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- 3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and
- 4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortuous conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence.

Article 4 - Insurance

CONTRACTOR will provide its own insurance coverage as to all types of insurance relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

Article 5 - Bonding

If the amount of original award of the Contract IS GREATER THAN **FIFTY THOUSAND DOLLARS (\$50,000.00)**, the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor) and a Performance Bond. Both Bonds shall be for 100% of the Contract Amount and contain the terms and conditions of this solicitation.

Article 6 - Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

QUOTE DATE: _____, 20_____

By _____ (SEAL)
(Firm Name as it appears on Business License)

(Signature of authorized person to sign quote)

(Print Name of authorized person to sign quote)

Business Address:

Phone No: _____

Fax No: _____

Email Address: _____

Federal Tax ID.: _____

AMENDMENT NO. 2 – Dated 8/25/2010

1.09 ACCEPTANCE

This Agreement is made and entered into on the date set forth on Page 4 of this Agreement, by and between the Fulton County Board of Education, by and through its Board of Education (hereinafter the "OWNER"), and

{Name as it appears on Contractor's Business License – to be filled in by OWNER /Capital Program Contracts Department}

{sole ownership, partnership, corporation, joint venture, or other}

This Agreement is for the purpose of constructing that Project identified as

Project Name
Police Department Relocation in Meadows Operations Center, RFSQ 502-11

CONTRACTOR is the lowest responsible and responsive quoter in response to an Invitation for Quote issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

Article 7 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of

(To be filled in by OWNER /Capital Program Contracts Department)

(\$ _____), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

Executed on _____, 20____ at Atlanta, Georgia.

FULTON COUNTY BOARD OF EDUCATION

By _____
CHIEF OF OPERATIONS

BLUE INK SIGNATURE REQUESTED
FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM
SHALL RENDER THE QUOTE NON-RESPONSIVE

END OF DOCUMENT