



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

March 13, 2023

Subject: Request for Quotes 2234-A: Grass Cutting – Lakes McIntosh and Horton

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.

A mandatory pre-quote conference will be held at 10:00 a.m., Tuesday, March 21, 2023, at the playground at Lake Horton, 1275 Antioch Road, Fayetteville, GA 30215 to provide an opportunity for you to become familiar with the site and work conditions, and to ask questions. Lake McIntosh will be visited once the meeting at Lake Horton is completed. Companies that attend and visit both locations will be invited to submit quotes for this project.

Address any questions you may have about this request for quotes to Natasha Duggan via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 3:00 p.m., Friday, March 24, 2023.**

Quotes will be accepted until 3:00 p.m., Thursday, March 30, 2023. Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at nduggan@fayettecountyga.gov or fax to (770) 719-5534.

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
Director of Purchasing

GENERAL TERMS AND CONDITIONS

RFQ #2234-A: Grass Cutting – Lakes McIntosh and Horton

1. **Definitions:** The term “contractor” as used in these Terms and Conditions shall be used synonymously with the term “successful responder.” The term “County” shall mean Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the County, incorporating the request for quote and the responder’s quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
3. **Binding Offer:** 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 until the date of contract award, unless the responder takes exception to this provision in writing.
4. **References:** Include with your quote a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this request for quote, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the County in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the County may disqualify the quotes from that responder, at the County’s option.
7. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any quote received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
8. **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 quote, shall list such substitutions or deviations on the “Exceptions to Specifications” sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.

10. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote and is in all respects fair and without collusion or fraud.
11. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

12. **Evaluation:** Award will be made to the lowest responsive, responsible responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the responder to perform, and the contractor shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any item, any quote, or all quotes, and to re-solicit for pricing.
13. **Partial Award:** The County reserves the right to make award by item, by group of items, by any combination of items, or by lump sum award. The award will be made in the best interest of the County. Responders may restrict their offers to consideration of a lump sum award or other restriction only by so indicating on the pricing sheet or the "Exceptions to Specifications" sheet included in the request for quotes. Responders who do not restrict consideration of their offers in this manner shall be expected to accept any portion of the award. The County reserves the right to award multiple contracts for the products or services sought by this request for quotes.
14. **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.

15. **Trade Secrets – Internal Use:** In submitting a quote, the responder agrees that the County may reveal any trade secret materials contained in the quote 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 responder 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 responder has designated as a trade secret.
16. **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.
17. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2024. Thereafter, this agreement may be renewed by the County for two additional one-year renewal terms (each a “Renewal Term” and together with the Initial Term, the “Term”), which renewal will be by letter or other written correspondence from the County to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
18. **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.
19. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker’s Compensation & Employer’s Liability Insurance:** Workers Compensation as required by Georgia statute.

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

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

20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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)*

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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 _____

State of GA Pesticide Contractor's License, Category 24 _____

Addenda, signed, if any are issued _____

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #2234-A: Grass Cutting – Lakes McIntosh and Horton

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

RFQ #2234-A: Grass Cutting – Lakes McIntosh and Horton

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 NAME: _____

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

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

#2234-A: Grass Cutting – Lakes McIntosh and Horton
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 _____, _____, 2023 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 _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

SCOPE AND SPECIFICATION
RFQ #2234-A: Grass Cutting – Lakes McIntosh and Horton

Fayette County, Georgia is seeking quotes from qualified contractors to provide grass mowing services for two Water System parks. The initial cutting season for the contract shall be from July 1, 2023 through October 31, 2023 and March 15, 2024 through June 30, 2024.

Square footage for cutting areas are not available. Contractors may obtain their own measurements at the parks which are open to the public open from 6:30 a.m. until 6:00 p.m. EST or 6:30 a.m. until 8:30 p.m. DST.

Contractor shall be responsible for any damage that is done by crew, which includes, but is not limited to, fencing, sprinkler heads, signs, structures, etc. Provide in writing a description and location of any damage currently existing to any area of the lawn maintenance areas. Existing damage should be supported by pictures and submitted to the Water System contact person within two (2) weeks of the start of the contract. Any damage shall be reported immediately to the Water System contact person.

In the case of inclement weather, successful contractor(s) shall coordinate a make-up day with Fayette County staff.

GENERAL SCOPE OF SERVICES

Spraying:

1. A Pesticide Contractors License, Category 24, is required for spraying.
2. The successful contractor(s) shall only spray County approved herbicides up to the sodded areas. Fayette County will spray and fertilize sodded areas. **There shall be no spraying near the water.**
3. Herbicide spray may be used around concrete and metal structures for up to a three (3) inch border or in areas where weed eating would be difficult. Herbicide spray areas other than borders shall not exceed five (5) square feet in any one place. Areas larger than border strips deemed necessary to be sprayed must be requested in writing to the Water System contact person.
4. Spray sodded areas with appropriate weed control materials to maintain turf. Spraying non-selective herbicides around sodded areas is prohibited.
5. Spray all cracks in hard surfaces located inside the maintenance areas.

Maintenance:

1. Areas must be clear of all trash. Trash shall be removed and disposed of.
2. Pick up rocks, limbs and any other debris from grass area that may prevent cutting and dispose of it. Rocks may be replaced in rocked areas and limbs may be placed beyond the tree line as long as piles are not constructed.
3. All hard surface areas shall be blown clean after each cut.

Mowing:

1. Services shall be provided every two weeks.
2. All turf grass (sodded areas) and entrance areas will be maintained at 1.5". All other areas shall be maintained between 1.5" and 2.0".

SPECIAL REQUIREMENTS FOR EACH LOCATION

NOTE: Contractor shall follow Scope of Services listed above for each location and the location's special requirements listed below for all lawn care services.

1. Lake Horton Park and Field – (1275 Antioch Road, Fayetteville, GA 30215)

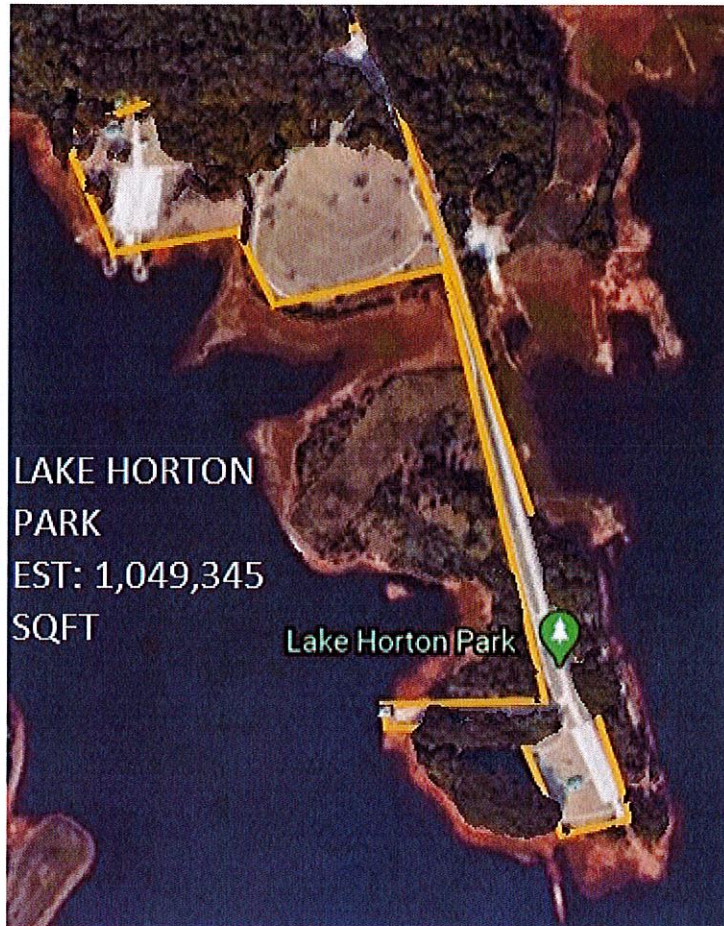
- Shall be cut on Monday-Friday between the hours of 7:30 a.m. through 5:30 p.m. Inclement weather make-up day will be on Saturday and limited to the hours between 12:30 p.m. and 5:30 p.m.
- Lawn Maintenance shall include boundaries set forth in attachment (A).
- All areas shall be mowed, trimmed, and edged.

2. Lake McIntosh Park – (3501 TDK Blvd, Peachtree City, GA 30269)

- Shall be cut every Monday-Friday between the hours of 7:30 a.m. through 5:30 p.m. Inclement weather make-up day shall be the following Monday between the hours of 7:30 a.m. through 5:30 p.m.
- Lawn maintenance shall include boundaries inside the perimeter fence. All strips along walking tracks which are currently being maintained as well as sodded islands. Areas outside the fence along the entrance road from the closest 25 MPH sign to the gate, from fence to fence set forth in attachment (B).
- All areas shall be mowed, trimmed, and edged.

ATTACHMENT (A)

LAKE HORTON PARK AND FIELD



ATTACHMENT (B)

LAKE MCINTOSH PARK



PRICING SHEET

RFQ #2234-A: Grass Cutting – Lakes McIntosh and Horton

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

Location	Price for Initial Cut & Clean up (if any)	Price per Cut	Number of Cuts (July 1 - Oct 31, March 15 - June 30)	Total Price for Cuts	Total Price
	a	b	c	b x c = d	a + d
Lake McIntosh			18		
Lake Horton			18		
Total Quote	\$	\$	36	\$	\$

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.

COMPANY'S NAME_____

RFQ #2234-A: Grass Cutting – Lakes McIntosh and Horton

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME: _____