



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

September 29, 2023

Subject: Request for Quotes #2280-A: Vegetation Management

Dear Sir or Madame:

Fayette County, Georgia is seeking quotes from qualified contractors for right of way spraying services, in accordance with the information and specifications contained herein.

Address any question(s) you may have about this request for quotes to Sherry White via email or fax as listed below. Questions will be accepted until 12:00p.m., Friday, October 6, 2023.

Quotes will be accepted until 3:00pm, Monday, October 16, 2023. Please provide your quote and other information via email to Sherry White, Contract Administrator, at swhite@fayettecountyga.gov or fax to (770) 719-5544.

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

TLB/sw

GENERAL TERMS AND CONDITIONS
RFQ #2280-A Vegetation Management

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. **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.
8. **Quantities are Estimates:** Quantities listed herein are estimates. No guarantee to purchase the amounts shown is intended or implied. The County reserves the right to order larger or smaller quantities at the prices stated in the quote.
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. **Trade Secrets – Confidentiality:** If any person or entity submits a bid, proposal, or quote that contains trade secrets, an affidavit shall be included with the bid, proposal, or quote. 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).
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. **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.
18. **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

19. **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.
20. **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.
21. **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.
22. **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.

23. **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.
24. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a Contractor is unable to deliver the products under the contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the Contractor's original bid. In the event any Contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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 #2280-A Vegetation Management

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 _____

Commercial Pesticide Contractor's License _____

Addenda, signed, if any are issued _____

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #2280-A Vegetation Management

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 #2280-A Vegetation Management

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 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

#2280-A Vegetation Management
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_____.

NOTARY PUBLIC
My Commission Expires: _____

SPECIFICATIONS
RFQ #2280-A Vegetation Management

SCOPE AND CLASSIFICATION

Scope: This quotation is to provide Fayette County with a service agreement for vegetation management services, specifically Roadside ROW Herbicide Application. In the specifications that follow, there are a number of requested items. These items shall be included with the submission of all bid documents.

SERVICE REQUIREMENTS

Herbicide Application Service: The successful bidder will furnish herbicide application services, along specified roadways. The service will consist of a uniform broadcast spray application of herbicides to all applicable turf areas of specified paved roads.

- **Herbicide Applicator Supervisor Experience:** Bidders shall appoint a representative or supervisor with a minimum of five (5) years of experience as an applicator, bidder is required to submit a brief outline documenting this work experience with their bid. This supervisor must serve as the contact person for the County.
- **Bidder References:** The bidding vegetation management company shall have documented proven, successful contracts from at least three Georgia County Customers, that the offeror supports as similar in scope, complexity, and cost as per the requirements of this specification. These existing customers shall be available for reference and their contact info included in document form with this quotation.
- **Disclosure of Services:** In document form, Contractor must state they are indeed a Commercial Applicator.
- **Spray should extend up to 16 feet on both sides of road 20 foot at intersections.**

Frequency of Applications: ROW Turf (Paved)- (2) broadcast applications shall be made, typically Fall/Winter, and again Spring/Summer.

Licensing Requirements: Each responding Contractor (Company) shall have a current Commercial Pesticide Contractor's License issued by the Georgia Department of Agriculture. Responders must submit license and permits with quote documents.

Equipment Requirements: The equipment requirements shall be considered adequate by industry standards as a functional application apparatus. The Contractor shall be required to demonstrate that their equipment and operators are capable of applying an even and controlled application of material to all areas of the right-of-way. Pictures of Equipment must be submitted with quotation.

- **Mobilizing Equipment and Roadway Areas:** Prior to commencement of work, all equipment necessary to perform the required services in this contract shall be

inspected and approved by the County. Each motorized unit of mobile spray equipment must be free of oil and fluid leaks, as well as have had proper maintenance and inspection before being onsite. Proper safeguards such as spill kits, fire extinguishers, etc. must be onboard all necessary vehicles.

- **All Spray Patterns or Outlets:** All spray patterns or outlets shall have instantaneous shut-off valves immediately accessible to the spray operator from their operating position.
- **Flow Control Equipment:** This spray technology is required to account for acres applied. It shall be electronically controlled and capable of delivering the specified chemical application rates on a per acre basis independent of vehicle ground speed.

Herbicide Application Results and Details

HERBICIDES: The County has a specific interest in maintaining public support and does not wish to disturb the aesthetic integrity of its roadways. Thus, the County is mandating a strict herbicide program, supported by manufacturers, which will minimize "brown out". The chemical strategy is to delay green up and maintain a desirable turf base through pre- and post-emergent herbicide technology. The County requires these applications adhere to the terms listed below, per application. Treatment of Johnsongrass is included at no additional charge.

Fall Application: Calibrated Equipment shall apply the following herbicides, per acre, to the County's satisfaction: 5-7 oz. Bayer Esplanade + 6-8 oz. Bayer Method + Non-Ionic Surfactant. To be sprayed after October 1st, following a mow-cycle.

Spring Application: Calibrated Equipment shall apply the following herbicides, per acre, to the County's satisfaction: 4-6 oz. Bayer Derigo + 6-8 oz. Bayer Method + 1.33 oz. of Outrider + Non-Ionic Surfactant.

Daily Progress Reports: The Contractor shall submit a written report each day to the County of work performed the previous day. The above report can be a copy of the Herbicide Application Report, as long as it has accurate descriptions of the areas treated each workday. A blank copy of this report must be submitted with quotation for approval.

SAMPLING & INSPECTION

Inspections: The County will conduct periodic site inspections during and post-application for reliability and verification. If the County finds successful Contractor in violation of requirements listed in these specifications, the Contractor can be dismissed and precluded from participating in future opportunities with the County.

Chemical Sampling: Chemical samples shall be taken at the discretion of the County.

COSTS, PRICING, AND INVOICING

- **Cost Structure:** The costs of this project are quantified by center line mile. These prices shall include all inventory, delivery, and labor of the herbicide application.

These prices shall be reflected "per application".

- Pricing is based on unit price per center line mile.
- Invoicing: After the completion of each application, Contractor and the County will agree on actual application miles. Contractor will then submit an invoice reflecting the appropriate quantities and extended pricing. This payment will be processed and paid on NET 30 terms. The County has the discretion to request a site visit, prior to releasing payment, for any service issues.
- Once funds are depleted the job will be terminated immediately

ROAD LIST

1st Mananass Mile – 0.7
(centerline miles)

Antioch Road – 3.5

Bankstown Road – 3.3

Bernhard Road – 4.0

Brooks Woolsey Road – 3.27

Coastline Road – 1.0

Ebenezer Church Road – 3.1

Ebenezer Road – 3.8

Grant Road – 4.5

Hampton Road – 1.0

Helmer Road – 0.8

Lee's Lake Road – 2.6

Lee's Mill Road – 3.1

McDonough Road – 2.2

McIntosh Road – 1.1

Old Greenville Road – 3.0

Rising Star Road – 3.8

Rivers Road – 2.4

S. Sandy Creek Road – 1.0

Sourwood Road – 0.5

Westbridge Road – 2.7

Veteran's Parkway – 2.7

85 Connector – 4.2

TOTAL MILEAGE – 58.27

PRICING SHEET
RFQ #2280-A Vegetation Management

APPLICATION	ESTIMATED LINEAR MILE	PRICE PER MILE	EXTENDED PRICE
Fall/Winter	58.27		\$
Spring/Summer	58.27		\$
Total Estimated Project Price			

NOTE: All applicable charges shall be included in your prices, e.g., mobilization, materials, equipment, fuel for equipment, labor, and any other charges or fees. No additional charges will be allowed to be added after the quote received by date. All work must be completed by June 30, 2024.

COMPANY NAME: _____

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

This image shows a single 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: _____