



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

March 5, 2024

Subject: Request for Quotes 2377-A: Commercial Outdoor Panel Christmas Tree

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.

Address any questions you may have about this request for quote to Ted Crumbley via email to tcrumbley@fayettecountyga.gov or fax to (770) 719-5509. **Questions will be accepted until 5:00 p.m., Thursday, March 21, 2024.**

Quotes will be accepted until 2:00 p.m., Thursday, March 28, 2024. Please provide your quote and other information via email to Ted Crumbley, Buyer & Contract Coordinator at tcrumbley@fayettecountyga.gov or fax to (770) 719-5509.

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/tc

GENERAL TERMS AND CONDITIONS

Request for Quotes 2377-A: Commercial Outdoor Panel Christmas Tree

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. **Brand Name:** If items in this Request for Quotes have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
9. **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.
10. **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.
11. **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.
12. **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 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.

13. **Evaluation:** The county reserves the right to choose the product that best meets the needs of the county. The considerations include appearance, aesthetics, value, etc. The chosen product may not be the lowest price.
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 – 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).
16. **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.
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. **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. **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.

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

RFQ #2377-A: Commercial Outdoor Panel Christmas Tree

INTRODUCTION

Fayette County is soliciting pricing from qualified vendors to supply a Christmas Tree for Heritage Park at 140 Stonewall Ave. West, Fayetteville, Ga. 30214. Target date for delivery is November 1, 2024. Should the tree be ready to ship another time before or after this date it shall be shipped to Building and Grounds Maintenance, 146 McDonough Road, Fayetteville, Ga. 30214.

SPECIFICATIONS:

Specifications shall include the following:

Tree:

1. 30' Natural Branch Garland Christmas Panel Outdoor Tree or equivalent with color changing lights and the ability to Sync to Music. The lights shall be hidden within the garland tree panel during the day.
2. Aesthetic appeal is a primary consideration in selection of a holiday tree. Vendors may offer alternative products, so long as they meet the dimensions, sound, and other technical requirements of the County. The County reserves the right to reject any and all offers, and to select a product other than the lowest priced product, at the sole discretion of the County.
3. Tree shall stand up to outdoor elements with non-fade, non-shed, and UV resistant materials.
4. Bottom of the frame shall be no less than 16'1" and no more than 17' across the bottom. Frame shall be constructed in a way where it can be affixed to a hard surface.
5. Frames shall be welded with high tensile strength steel, painted with baked on powder coat finish for rust protection. Ladder shall be built into frame for easy setup. Frame shall include all hardware (e.g. brackets, U bolts with nuts, and other items necessary to erect the tree.)
6. Tree shall have U.L. approval.
7. Tree shall have 4' tall panel sections with each panel section of lights being able to be programmed.
8. Tree shall be equipped with a sound system package which shall include all speakers, controllers, and any other equipment necessary to complete special lighting effects with music using the tree. The sound system shall be all weather rated to stand up to the outdoor elements.

Lights:

9. All bulbs shall be C9 LED bulbs. RGB lights shall be pebble
10. Tree shall have a 4' 3D topper star with C7 LED bulbs.

11. Tree shall have 6' wire with male plug furnished.
12. Lights shall have the ability to sync to Christmas music while using five (5) multiple Christmas colors and a minimum of three (3) or more programmable songs to be chosen by the county. (This package shall include all speakers, controllers, and any other equipment necessary to complete special lighting effects with music using the tree.)
13. The tree shall have the ability to play a minimum of two (2) or more songs with special lighting effects for after Christmas and New Year's time period. (This package shall include all speakers, controllers, and any other equipment necessary to complete special lighting effects with music using the tree.)

Ornaments:

14. The County seeks a 700-piece package of eight-inch (8") ornaments, to be installed on the garland panels prior to shipment. Another quantity of ornaments will be considered, if it does not vary extensively from the requested quantity of 700. Please state on the Pricing Sheet the quantity of ornaments included in your offer.

Miscellaneous:

15. Minimum 5-year warranty on tree frames and 3-years on garland/electrical components.
16. All shipping and surcharges shall be included on the Pricing Sheet provided.
17. Company shall provide 3 contacts where they have provided the same size tree to other organizations, on the "References" form provided.
18. Once the county has decided on a tree a purchase order will be issued to the company for processing.
19. Company shall state how long it will take to deliver the tree. (See pricing sheet)
20. A picture of the area where the tree will be assembled has been included. The county turns the water off at the fountain and builds the tree around this area.
21. The tree is assembled outside and around the water fountain area. The fountain measures about 153" wide and 2 feet tall.
22. A video link of a similar tree with the tree in operation shall be included.



Checklist of Required Documents

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

RFQ #2377-A: Commercial Outdoor Panel Christmas Tree

Company information – on the form provided _____

Pricing sheet _____

List of exceptions, if any – on the form provided _____

References – on form provided _____

Addenda, signed, if any are issued _____

Warranty Policy _____

A video link of a similar tree with the tree in operation _____

COMPANY NAME: _____

COMPANY INFORMATION

RFQ #2377-A: Commercial Outdoor Panel Christmas Tree

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: _____

Office Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Office Number: _____ Fax Number: _____

RFQ #2377-A: Commercial Outdoor Panel Christmas Tree

PRICING SHEET

Description	Quantity	Unit Price	Extended Price
Christmas tree per specifications	1 Each		
Ornament package	1 Package		
Shipping & any surcharges	1 Each		
Total price quoted			

NOTE: All applicable charges shall be included in your quoted prices, e.g., material, warranty, fuel, etc. No additional charges will be allowed to be added after the quote received by date.

How long will it take to deliver the tree _____

Manufacturer and Model number _____

State the number of ornaments included _____

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, List or Attach the terms of your warranty, if applicable: _____

EXCEPTIONS TO SPECIFICATIONS
RFQ #2377-A: Commercial Outdoor Panel Christmas Tree

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

COMPANY NAME: _____

REFERENCES

RFQ #2377-A: Commercial Outdoor Panel Christmas Tree

Please list three (3) references for current or recent customers who can verify the quality of the product your company provides. Trees of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Size of Tree Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Size of Tree Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Size of Tree Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME: _____