

September 17, 2026

Subject: RFQ #27040-A FY27 RW Spraying

Gentlemen/Ladies:

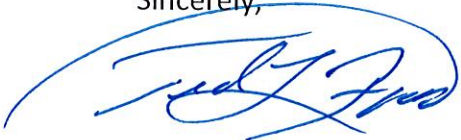
Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

You are invited and encouraged to attend, as this will be an opportunity for you to become familiar with the site and work conditions, and to ask questions.

Address any questions you may have about this request for quotes to Sherry White via email to swhite@fayettecountyga.gov or fax to (770) 719-5544. Questions will be accepted until 3:00pm on Wednesday, September 23, 2026.

Quotes will be accepted until 3:00pm on Wednesday, September 30, 2026. Please provide your quote and other information via email to Sherry White, Senior 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
Chief Procurement Officer

TLB/sw

Attachment

GENERAL TERMS AND CONDITIONS
RFQ #27040-A FY27 RW Spraying

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. **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. **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.

- 10. 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.

- 11. 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.
- 12. 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.
- 13. 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).
- 14. 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.

15. **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.
16. **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.
17. **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

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

22. **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.
23. **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.
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.
28. **Open Records Act:** In the event that the Contractor receives, and responds to, a request for information as provided in Georgia's Open Records Act (O.C.G.A. § 50-18-70 *et seq.*), the Contractor shall promptly provide the County the same information provided to the initiator of the request for information. Contractor shall email such information to the county's Custodian of Records at tsmith@fayettecountygga.gov.

Checklist of Required Documents

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

RFQ #27040-A FY27 RW Spraying

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'S NAME: _____

COMPANY INFORMATION
RFQ #27040-A FY27 RW Spraying

A. COMPANY

Company Name: _____

(As stated on the W-9)

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 #27040-A FY27 RW Spraying

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'S NAME: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

27040-A FY27 RW Spraying

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: _____

SCOPE AND SPECIFICATION
RFQ #27040-A FY27 RW Spraying

SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

1.1 Scope: This quotation is to provide Fayette County with a service agreement for vegetation management services, specifically Roadside ROW Herbicide Application. The goal is to keep the overall height of the grass to 8-12 inches or less. In the specifications that follow, there are a number of requested items. These items shall be included with the submission of all bid documents.

2.0 SERVICE REQUIREMENTS

2.1 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.

Contractor must comply with OSHA, EPA AND State Department of Agriculture regulations and standards.

Contractor must have a current Georgia pesticides contractor's license and have had one for at least one (1) year prior to submitting a bid proposal. A hard copy of these licenses must be submitted with bid proposal.

Herbicide applicator must provide herbicide labels and MSDS to the Road Superintendent prior to each application round. Superintendent will inspect spray tank and herbicide containers prior to each round.

Herbicide manager must have at least five years' experience in herbicide application and be currently licensed in the category of Turf and Ornamentals Aquatics and Right-of-Way management. Copies of licenses must be submitted with bid proposal.

The herbicide applicator must have at least three (3) years' experience with Public Road right of way herbicide application.

The herbicide applicator must have a valid Commercial Driver's License with hazardous material endorsement, and a current State of Georgia Applicators licenses. A copy of the licenses must be submitted with bid proposal.

Contractor will contact Road Department each day to give a list of roads that have been sprayed the previous day.

Contractor will let Road Department know location and amount of water removed from County water system daily.

Applicator shall keep a daily log and note the route, date, applicator's name, herbicide used, weather conditions, and amount of water used, and submitted to the County upon completion of each application round.

Spray shall extend up to 16 feet on both sides of road 20 foot at intersections.

2.2 Frequency of Applications: ROW Turf (Paved)- (2) broadcast applications shall be made, typically in three rounds.

2.3 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 licenses and permits with quote documents.

2.4 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 can apply an even and controlled application of material to all areas of the right-of-way. Pictures of Equipment must be submitted with quotation. Paved roads - must be able to spray up to 16 ft. horizontally as well as 10-16 ft. vertically from the edge of the pavement using a chemical injection system. No herbicides are to be mixed in the water tank only drift control agent and surfactant. The sprayer will inject herbicides into spray stream and be adjusted for speed and swath variance by computer controller, such as a Tasc6300 made by Mid-tech, a radar mounted on the bed of the required to convey travel speed to the computer. Computer must tabulate acres sprayed, herbicide applied in fluid ounce and distance traveled. Spray rig must be truck mounted, must use boomless spray nozzles, and be able to spray at 10 M.P.H. or faster. Truck sprayer must be 1,000 gallons or larger. Spray apparatus must have been in use for at least one year. Equipment must be able to pull water from a fire hydrant and have a backwash preventive system (air gap) in place.

2.5 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. **COUNTY is expecting quoted prices to represent the below herbicides we have been using with success for the past three years. If alternative herbicides are quoted, they must be clearly defined in the exemptions page for the County to review and determine if they are acceptable.**

Round 1 (Pre-emergent) – April (1st two weeks)

- Derigo – 2oz (per acre sprayed)
- Escort – 1/2oz
- Control Duo – 6oz

Round 2 (Post emergent) – May to June

- Milestone – 6oz
- Control Duo – 6oz

Round 3 (Post emergent) – August to September

- Plateau – 4oz
- Terravue – 2oz
- Control Duo – 6oz

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.

2.6 SAMPLING & INSPECTION

2.7 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.

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

3.0 SAFETY

Roadside – Contractor shall keep at least two strobe orange lights or an orange flashing arrow board in operation while vehicle is spraying.

Contractor will have a chemical spill plan, and the spray truck will have spill cleanup kit on board.

If wind is greater than 10-15 M.P.H., and/or rainfall within 6 hours before or after spraying, spraying must cease until weather conditions are more favorable.

Contractor to be fully responsible for chemical storage, handling and container disposal.

Contractor to be fully responsible for any damage as a result of off—site drift to any dominate perennial grass

4.0 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 amount per mile. 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

ROAD	MILES	ROAD	MILES
1ST MANASSAS MILE (CENTERLINE MILES)	0.7	LOWERY RD	1.7
85 CONNECTOR	4.2	MCBRIDE RD	3.23
ADAMS RD	3.09	MCDONOUGH RD	2.2
ANTIOCH RD	3.5	MCINTOSH RD	1.1
BANKSTOWN RD	3.3	MILAM RD	1.08
BERNHARD RD	4.0	MORGAN MILL RD	2.09
BROOKS WOOLSEY RD	3.27	OLD GREENVILLE RD	3.0
COASTLINE RD	1.0	OLD SENOIA RD	2.10
EBENEZER CHURCH RD	3.1	PADGETT RD	1.90
EBENEZER RD	3.8	PALMETTO RD	1.01
ELLIS RD	0.46	REDWINE RD	6.0
FLAT CREEK TRL	3.06	RISING STAR RD	3.8
GOZA RD	4.46	RIVERS RD	2.4
GRANT RD	4.5	S JEFF DAVIS DR	2.10
HAMPTON RD	1.0	SOUTH SANDY CREEK RD	0.60
HELMER RD	0.8	SOURWOOD RD	0.5
KENWOOD RD	3.26	TYRONE RD	3.46
LEE'S LAKE RD	2.6	VETERAN'S PKWY	2.7
LEE'S MILL RD	3.1	WESTBRIDGE RD	2.7
LESTER RD	1.25		
TOTAL MILEAGE:		98.12	

PRICING SHEET
RFQ #27040-A FY27 RW Spraying

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

ROUND	UNIT PRICE	CENTER LINE MILES	TOTAL LINE AMOUNT
ROUND #1		98.12	
ROUND #2		98.12	
ROUND #3		98.12	
TOTAL QUOTED AMOUNT			

NOTES:

1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, labor, and any other amounts. No additional charges will be allowed after the quote received by date.

COMPANY'S NAME: _____

EXCEPTIONS TO SPECIFICATIONS
RFQ #27040-A FY27 RW Spraying

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'S NAME: _____