FAYETTE County
Create Your Story!

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

October 29, 2026

Subject: RFQ 27057-A: Kiwanis Park Barrier Netting

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 quotes to Tamia Carnell via email to tcarnell@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 2:00 p.m. on November 9, 2026.**

Quotes will be accepted until 3:00 p.m. on November 16, 2026. Please provide your quote and other information via email to Tamia Carnell, Buyer & Contract Coordinator at tcarnell@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
Chief Procurement Officer

TLB/tc

Attachment

GENERAL TERMS AND CONDITIONS
RFQ 27057-A: Kiwanis Park Barrier Netting

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:** 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.

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. **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.

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 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

20. **Building Permits**: Work performed for the County requiring building permits by licensed Contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the Contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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@fayettecountyga.gov.

SCOPE AND SPECIFICATION
RFQ 27057-A: Kiwanis Park Barrier Netting

Introduction

Fayette County, Georgia is seeking quotes from qualified vendors to provide all labor, materials, equipment, and incidentals necessary to complete the following at Kiwanis Park Fields #5 and #6 on Redwine Road, Fayetteville, GA 30215

- Remove and properly dispose of existing netting along the third base line of Field #5 and #6.

- Install a new baseball safety netting system on existing poles including hardware and high-impact netting along the third base line and backstop of Kiwanis Baseball Field #5 and #6.

Specifications & Scope of Work

BARRIER NETTING:

Barrier netting shall meet the following minimum requirements:

- Designed to meet Fayette County Georgia wind load and exposure category standards.

- Individual panels between each pole.

- Constructed of black 2.4mm Enduro Hybrid Thread nylon twisted and knotless, with ¼ inch solid braid sewn rope border.

- 295lbs. of break strength.

- Black extruded thread with UV treatment and weather protection.

- Mold and mildew resistant.

- 1 ¾ inch mesh hole openings for baseball fields.

- Nets shall be attached at top and bottom to cable and secured at each side to poles utilizing black UV treated PARA CORD. Each net panel must have its own paracord and not one paracord for two net panels.

- Netting will need to remain installed year-round so a raising mechanism will not be needed.

- Vendors shall field-measure each section to verify exact dimensions.

BARRIER NETTING APPROXIMATE SIZES INCLUDE:

Field #5 –

Backstop is approximately 64’ long

Left side of field is approximately 104’ long

Field #6 –

Backstop is approximately 31’ 6” long

Left side of field is approximately 81’-88’ long

Sizes are an approximation and must be verified by the vendor prior to submitting the quote.

INSTALLATION:
Barrier netting shall be installed as follows:

• Individual barrier netting sections shall extend the length between the poles and shall be laced together with paracord at the poles.

• Nets shall be secured to the top and bottom cables using the appropriate cable clamps, galvanized or stainless-steel hog rings, and/or rust-proof plated steel carabiners based on the contractor's proposed system. Where cable clamps are used, they shall be spaced 12 inches apart. Where hog rings are used, they shall be spaced 6 inches apart. All selected hardware shall be appropriate for and compatible with the proposed cable and netting system. Attach netting to poles with black UV-treated paracord.

• Each side panel must be individually fastened to the poles utilizing black UV treated PARA Cord. Paracord should be used on each net panel and not one paracord for two net panels.

CONTRACTOR RESPONSIBILITIES:
The successful contractor shall:

• Contractor shall provide a letter stating the warranty of all equipment and workmanship and verify that all materials shipped conform to all specifications.

• Provide three (3) references from projects installed within the last 5 to 10 years.

• Remove and properly dispose of existing barrier netting along the third base line and backstop of Field #5 and #6.

• Contractor shall determine/verify and supply the required dimensions, materials, hardware and configuration of all components including but not limited barrier netting, Specifications for the proposed components shall be included with the vendor's quote.

• The quote shall include all labor, equipment, materials, and specifications necessary to complete the work.

• Document pre-existing site conditions with photos prior to mobilization and submit photos to Fayette County.

• Repair all damage caused by contractor operations, which includes but is not limited to damages to sod, irrigation systems, electrical wiring, signs, structures, concrete, asphalt, or any other county equipment or property improvements. Any repair to electrical wiring shall be completed by a licensed electrician. All grass disturbed areas shall be smoothed to existing ground surface and replaced with Bermuda Tiftway 419 sod. Any damage repair shall be approved by Fayette County.

• Maintain professional conduct of their personnel on County property.

• Adhere to County policy: all County properties are smoke-free, tobacco free, and vape free.

• Must attend a pre-installation meeting prior to beginning work.

• Work shall be coordinated with and inspected by Fayette County. Each stage of the installation process must be inspected by Fayette County prior to proceeding to the next stage of installation. The contractor shall provide a list of the various installation stages to Fayette County prior to any installation.

• Perform work between 8:00 a.m. and 5:00 p.m. Monday through Friday. All modifications to those hours must be in writing by the successful contractor and accepted by Fayette County.
• All work areas must be cleaned daily by 5:00 p.m. The successful contractor shall be responsible for keeping job site clean and orderly. All excess material is to be removed from site and properly disposed of by the successful contractor upon completion of each workday. No open holes. Barricades and signage shall be used to keep the public from entering the work area.

• Work may begin no earlier than **November 30, 2026**, and all work shall be fully completed no later than **February 1, 2027**.

Checklist of Required Documents

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

RFQ 27057-A: Kiwanis Park Barrier Netting

Company information – on the form provided _____

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

Proposed Netting & Attachment Hardware Specifications _____

Pricing sheet _____

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

References – on form provided _____

Addenda, signed, if any are issued _____

COMPANY'S NAME: _____

COMPANY INFORMATION
RFQ 27057-A: Kiwanis Park Barrier Netting

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: _____

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 contrac 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

_____ 27057-A: Kiwanis Park Barrier Netting
Name of Contractor 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: _____

PRICING SHEET
RFQ 27057-A: Kiwanis Park Barrier Netting

Responder agrees to perform all the work described in the Request for quote for the following prices:

DESCRIPTION	LUMP SUM
Shall include all labor, materials, equipment, and incidentals necessary to remove existing netting and replace it with high-impact barrier netting; and complete all work at Kiwanis Park Fields #5 and #6 in accordance with the specifications. The quoted amount shall represent a turnkey, all-inclusive cost covering demolition, installation, measurements, documentation, warranty, site protection, cleanup, and compliance with Fayette County standards.	

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 due date.

2. All warranties shall be included in your total quoted amount.

State time needed to commence work after notice to proceed is issued _____Days.

State length of time needed to complete project _____Days.

State, list or attach the terms of your warranty:_____
_____
_____

COMPANY NAME: _____

EXCEPTIONS TO SPECIFICATIONS
RFQ 27057-A: Kiwanis Park Barrier Netting

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

COMPANY'S NAME: _____

REFERENCES
RFQ 27057-A: Kiwanis Park Barrier Netting

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: _____