



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

July 8, 2026

Subject: ITB #27004-B, Lease of County Property – First Manassas Mile Road

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for lease of currently unused county-owned property. You are invited to submit a bid in accordance with the information contained herein.

The property will be made available for public inspection on Tuesday, July 21, 2026, at 9:30 a.m. at 211 First Manassas Mile Road, Fayetteville, GA. 30214. Interested parties are invited and encouraged to attend, as this will be an opportunity for you to become more familiar with the property, and to ask questions.

Questions concerning this Invitation to Bid (ITB) should be addressed to Sherry White, Senior Contract Administrator, in writing via email to swhite@fayettecountyga.gov. Questions will be accepted until 3:00 p.m., Thursday, July 23, 2026.

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.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Bid Number: 27004-B

Bid Name: Lease of County Property – First Manassas Mile Road

Your envelope *must* be sealed, and should show your company's name and address.

Bids will be received at the above address until 3:00 p.m. on Thursday, August 6, 2026 in the Purchasing Department, Suite 204. Bids will be opened at that time in Suite 204.

Bids must be signed to be considered. Late bids cannot be considered. Faxed or emailed bids cannot be considered.

If you download the ITB from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot be responsible for a vendor not receiving information provided in any addendum.

Thank you for your interest in this solicitation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", enclosed within a blue oval.

Ted L. Burgess
Chief Procurement Officer

ITB #27004-B: Lease of County Property – First Manassas Mile Road

GENERAL TERMS AND CONDITIONS

1. **Definitions:**
 - a. **County or Lessor:** Fayette County, Georgia
 - b. **ITB:** Invitation to Bid
 - c. **Bidder:** A company or individual who submits a bid in response to this ITB.
 - d. **Successful Bidder:** The Bidder that is awarded a lease.
 - e. **Lessee:** The Successful Bidder, upon execution of the lease.
2. **Property “As Is”:** The property is being leased “as is,” “where is” and “with all faults” to Lessee.
3. **Preparation of Offers:** It shall be the responsibility of the Bidder to examine all instructions and other information that are part of this ITB. The Bidder should take care to provide all requested information.
4. **Submission of Offers:** Bidders must submit their bid, along with any amendments issued by the County, in a ***sealed*** opaque envelope. Mail or deliver one (1) original, unbound bid, signed in ink by a company official authorized to make a legal and binding offer and a copy on a flash drive to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

ITB Number: **27004-B**
ITB Name: **Lease of County Property – First Manassas Mile Road**
5. **Timely Receipt:** Bids not received in the Purchasing Department by the time and date of the scheduled bid opening will not be considered.
6. **Open Offer:** To allow sufficient time for a contract to be awarded, the bid, once submitted and opened, shall remain open for acceptance for a period of at least ninety (90) days from the date of the opening to the date of award.
7. **Due Diligence & Inspection:** Bidders must complete any and all due diligence and property inspections before the proposal received-by time and date. No provision is made for a due diligence period once proposals have been opened.
8. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any bid received.
9. **References:** Include with your bid three (3) references, on the form provided. Include all information as requested on the form.
10. **Bid Preparation Costs:** The Bidder shall bear all costs associated with preparing their bids.

11. **Late Submissions:** Bids not received by the time and date of the scheduled opening will not be considered.
12. **Offer Corrections or Withdrawals:** The Bidder may correct a mistake, or withdraw a bid, before the opening date and time by sending written notification to the Director of Purchasing. Bids may be withdrawn after the opening only with written authorization from the Chief Procurement Officer.
13. **Proposal Evaluation:** Award will be made to the Bidder whose bid and proposal are deemed the best value for the County, taking into consideration payment terms, proposed use of the property, 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 Bidder to lease, and the Bidder 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 bid, or all bids, and to re-advertise for bids.
14. **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 Lessee 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 Lessee 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.

15. **Lease Execution:** After the county makes an award, all required documents are received by the county, and the lease is fully executed with signature of both parties, the county will issue a fully executed lease. The county shall not be liable for payment of any costs incurred by any bidder prior to the county issuing a fully executed lease.
16. **Assignment of Lease:** Assignment of any lease or other contract resulting from this invitation to bid will not be authorized, except with express written authorization from the County.
17. **Term of Lease:** The initial term of the Lease shall begin upon issuance of an executed Lease, and continue through June 30, 2027. Thereafter, the Lease will renew automatically for one-year renewal terms unless either party gives notice of non-renewal at least thirty (30) days prior to

the end of the initial term or the then-current renewal term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).

18. **Annual Adjustments:** Any adjustments to unit prices, compensation, or other considerations shall be negotiated at least 30 days prior to the end of the then-current term, and shall become effective at the beginning of the next renewal term.
19. **Insurance:** The Successful Offeror shall procure and maintain the following insurance, to be in effect throughout the term(s) of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the Successful Bidder, the Successful Bidder shall provide Certificates of Insurance for all required coverage. The Successful Bidder can provide the Certificate of Insurance after award of the lease, but must be provided prior to execution of the lease document by both parties. Certificates shall list an additional insured as follows:

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

20. **Indemnification:** The Lessee shall indemnify the County and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the Lessee, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The Lessee shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
21. **Termination for Cause:** The County may terminate the Lease for cause by sending written notice to the Lessee of the Lessee's default in the performance of any term of the Lease. Termination shall be without prejudice to any of the County's rights or remedies by law.
22. **Termination for Convenience:** The County may terminate the Lease for its convenience at any time with 10 days' written notice to the Lessee.
23. **Force Majeure:** Neither party shall be deemed to be in breach of the Lease 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.
24. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections

contained in the Lease shall not affect the validity of the remaining portion of the contract. If any provision of the Lease 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 Lease shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

25. **Choice of Law & Forum:** The Lease 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 the Lease shall be required to be brought in the appropriate venue in Fayette County, Georgia.

Invitation to Bid #27004-B

Lease of County Property – First Manassas Mile Road

OBJECTIVE

Fayette County, Georgia wishes to enter into a lease agreement with a private company or other entity for the use of three parcels of currently unused land which are located adjacent to the County's solid waste transfer station property.

INTRODUCTION

The County's solid waste transfer station is located at 211 First Manassas Mile Road, Fayetteville, Georgia 30214. Three parcels of land located adjacent to the transfer station are not needed for transfer station operations. The County wishes to lease the three parcels to a private company or other entity to put this acreage to productive use, which would provide a benefit to both the Lessee and the County. Examples might include mulching, grinding, and disposal of vegetative waste brought to the transfer station; use of the property as a recycling station; or a staging area for road or timber projects.

PROPERTY DESCRIPTION

- a. **Property Location:** 211 First Manassas Mile Road, Fayetteville, Georgia 30214.
- b. **Size:** Tract One consists of 15.000 acres, Tract Two consists of 0.707 acres, and Tract Three consists of 6.293 acres.
- c. **Legal Description:** See Exhibit 1.
- d. **Existing Conditions:** Both parcels are heavily wooded with pine trees.
- e. **Utilities:** Utilities can be made available. Any and all costs for utility service will be the responsibility of the lessee, not the County.

LEASE TERM: The initial term of the Lease will begin on issuance of an executed Lease, and continue through June 30, 2027. Thereafter, the Lease will renew automatically for one-year renewal terms unless either party gives notice of non-renewal at least thirty (30) days prior to the end of the initial term or the then-current renewal term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).

MAINTENANCE: The Lessee will be responsible for all costs and expenses in connection with the use, operation, and maintenance of the Property.

OTHER: The Lease agreement shall include the General Terms and Conditions that are included in this Invitation to Bid.

PROTECTION OF PROPERTY & ACCESS:

- The Lessee agrees to care for and maintain the premises in a proper manner.
- The Lessee shall not make any improvements on the leased property without prior approval by the County.

- The Lessee shall comply with all federal, state, county and local laws, regulations, and policies in response to its use of the premise.
- Any property or incidentals damaged during the course of the Lease shall be repaired or replaced to the satisfaction of Fayette County.
- The Lessee shall not sublet, assign, or transfer its interest or obligations under this Lease to any third party, without express written County approval.
- Site Plan: Any development of the parcel(s) shall be in accordance with Federal, State, and Local permitting requirements. The successful responder shall perform and pay all costs for design, permitting, and site development. This may include, but is not limited to, an encroachment permit for new driveways onto Firsts Manassas Mile Road, stormwater management, NPDES permitting, landscaping, or other site development.

BID RESPONSE REQUIREMENTS

Your bid should include the following:

1. Required Forms and Information:

- a. Company Information *{form provided}*
- b. Bid Form *{form provided}*
- c. References *{form provided}*
- d. Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) *{form provided}*
- e. Signed Addenda, if any are issued.

- 2. Proposal for Use of the Property:** As stipulated in Georgia Code at O.C.G.A. § 36-9-3 (A)(1), please provide a short proposal for use of the property. Describe the activities you propose to carry out on the property. Explain how this would benefit both the Lessee and the County. Detail any capital improvements that you would propose to make on the property (Please note that the County must give written approval prior to any improvements being made to the land). If your proposed compensation to the County includes in-kind services or other non-cash contributions in addition to the cash amount stated on the Bid Form, clearly explain.

BID FORM

ITB 27004-B: Lease of County Property – First Manassas Mile

The monthly amount of:

\$ _____ (_____ Dollars)

is bid for the lease of the County property described in this Invitation to Bid.

Other compensation or considerations include:

SIGNATURE: _____

PRINTED NAME: _____

COMPANY'S NAME: _____

COMPANY INFORMATION
ITB #27004-B: Lease of County Property – First Manassas Mile Road

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)(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

27004-B Lease – First Manassas Mile
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: _____

REFERENCES

ITB #27004-B: Lease of County Property – First Manassas Mile Road

Please list three (3) references who can verify the quality of service you provide.

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 _____

INVITATION TO BID FOR LEASING OF COUNTY PROPERTY
LOCATED IN FAYETTE COUNTY, GEORGIA

TRACT ONE – 15.000 ACRES

All that tract or parcel of land lying and being in Land Lots 99 and 100 of the 5th District, Fayette County, Georgia, and being more particularly described as follows:

Commencing at a 1 ½” open top pipe found at the southeast corner of Land Lot 99, said corner being common to Land Lots 93, 94, 99, and 100, said point being the TRUE POINT OF BEGINNING;

Thence, along the southerly line of Land Lot 99, North 89 degrees 26 minutes 14 seconds West, 1081.83 feet to a point; Thence North 00 degrees 33 minutes 46 seconds East, 567.19 feet to a point; Thence South 89 degrees 26 minutes 14 seconds East, 1056.72 feet to a point, said point being 150’ from an existing chain link fence; Thence, running parallel to said fence, South 17 degrees 56 minutes 05 seconds East, 601.06 feet to a point on the southerly line of Land Lot 100; Thence, along the southerly line of Land Lot 100, North 88 degrees 27 minutes 44 seconds West, 165.61 feet to a point, said point being the TRUE POINT OF BEGINNING;

Said tract or parcel of land contains 15.000 acres.

TRACT TWO – 0.707 ACRE

All that tract or parcel of land lying and being in Land Lot 93 of the 5th District, Fayette County, Georgia, and being more particularly described as follows:

Commencing at a 1 ½” open top pipe found at the northwest corner of Land Lot 93, said corner being common to Land Lots 93, 94, 99, and 100, said point being the TRUE POINT OF BEGINNING;

Thence, along the northerly line of Land Lot 93, South 88 degrees 27 minutes 44 seconds East, 165.51 feet to a point; Thence South 17 degrees 56 minutes 05 seconds East, 90.08 feet to a point on the northwesterly right of way of First Manassas Mile Road (60’ right of way); Thence, along said northwesterly right of way the following courses and distances: South 59 degrees 13 minutes 10 seconds West, 33.82 feet to a point; Along a curve to the left, an arc distance of 244.77 feet, said curve having a radius of 482.00 feet and being subtended by a chord of 242.15 feet, at South 44 degrees 40 minutes 17 seconds West, to a point; Thence, departing said northwesterly right of way, North 01 degrees 13 minutes 48 seconds East, 279.73 feet to a point, said point being the TRUE POINT OF BEGINNING;

Said tract or parcel of land contains 0.707 acre (30,800 square feet).

TRACT THREE – 6.293 ACRES

All that tract or parcel of land lying and being in Land Lot 93 of the 5th District, Fayette County, Georgia, and being more particularly described as follows:

Commencing at the point of intersection of the northerly land lot line of Land Lot 93 and the southeast right of way of First Manassas Mile Road (60' right of way); Thence along said southeast right of way, South 59 degrees 13 minutes 10 seconds West, 287.52 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence departing said southeast right of way through the lands of Fayette County the following courses and distances: South 88 degrees 27 minutes 44 seconds East, 409.94 feet to a point; South 01 degrees 32 minutes 16 seconds West, 471.06 feet to a point; North 88 degrees 27 minutes 44 seconds West, 632.98 feet to a point on said southeast right of way of First Manassas Mile Road; Thence along said southeast right of way the following courses and distances: North 01 degrees 13 minutes 48 seconds East, 94.59 feet to a point; Along a curve to the right, an arc distance of 427.51 feet, said curve having a radius of 422.00 feet and being subtended by a chord of 409.11 feet, at North 30 degrees 13 minutes 29 seconds East, to a point; North 59 degrees 13 minutes 10 seconds East, 32.14 feet to a point, said point being the TRUE POINT OF BEGINNING;

Said tract or parcel contains 6.293 acres.

Tract One is a portion of Parcel 0522 049 on the Official Tax Maps of Fayette County, Georgia. Tract Two and Tract Three are portions of Parcel 0516 003 on the Official Tax Maps of Fayette County, Georgia.