



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

October 6, 2023

**Subject: Request for Quotes 2326-A: Broom Blvd. Easement Landscaping**

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 Natasha Duggan via email to [nduggan@fayettecountyga.gov](mailto:nduggan@fayettecountyga.gov) or fax to (770) 719-5534. **Questions will be accepted until 3:00 p.m., Monday, October 16, 2023.**

**Quotes will be accepted until 3:00 p.m., Tuesday, October 24, 2023.** Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at [nduggan@fayettecountyga.gov](mailto:nduggan@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  
Director of Purchasing

**GENERAL TERMS AND CONDITIONS**  
**Request for Quotes 2326-A: Broom Blvd. Easement Landscaping**

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 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. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the Request for Quotes, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the Responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.

10. **Non-Collusion:** By responding to this Request for Quotes, the Responder represents that the quote is not made in connection with any competing Responder, supplier, or service provider submitting a separate response to this Request for Quotes and is in all respects fair and without collusion or fraud.

11. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

12. **Evaluation:** Award will be made to the lowest responsive, responsible Responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the Responder to perform, and the Contractor shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any item, any quote, or all quotes, and to re-solicit for pricing.

13. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.

14. **Trade Secrets – Confidentiality:** If any person or entity submits a bid, proposal, or quote that contains trade secrets, an affidavit shall be included with the bid, proposal, or quote. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified, and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
15. **Trade Secrets – Internal Use:** In submitting a quote, the Responder agrees that the County may reveal any trade secret materials contained in the quote to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The Responder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Responder has designated as a trade secret.
16. **Contract Execution & Notice to Proceed:** After an award is made, and all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any Responder prior to the County issuing the Notice to Proceed.
17. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
18. **Insurance:** The Successful Responder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
  - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted to the County. The certificate shall list an additional insured as follows:

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



19. **Unauthorized Performance:** The County will not compensate the Contractor for work performed unless the work is authorized under the contract, as initially executed, or as amended.
20. **Assignment of Contract:** Assignment of any contract resulting from this Request for Quotes will not be authorized, except with express written authorization from the County.
21. **Indemnification:** The Contractor shall indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
22. **Severability:** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
23. **Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
24. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a Contractor is unable to deliver the products under the contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the Contractor's original bid. In the event any Contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
25. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

26. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.
27. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion.
28. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
29. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

## Checklist of Required Documents

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

**RFQ #2326-A: Broom Blvd. Easement Landscaping**

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

\_\_\_\_\_

Addenda, signed, if any are issued

\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**COMPANY INFORMATION**  
**RFQ #2326-A: Broom Blvd. Easement Landscaping**

**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: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**C. PROJECT CONTACT PERSON**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



## REFERENCES

### RFQ #2326-A: Broom Blvd. Easement Landscaping

Please list three (3) references for current or recent customers who can verify the quality of the landscape installation service your company provides. Projects of similar size and scope are required.

1. Government/Company Name \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

2. Government/Company Name \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

3. Government/Company Name \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies 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

2326-A: Broom Blvd. Easement Landscape  
Maintenance  
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 \_\_\_\_\_, \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**SCOPE AND SPECIFICATION**  
**RFQ #2326-A: Broom Blvd. Easement Landscaping**

Fayette County, Georgia is seeking quotes from contractors experienced with landscape work for furnishing materials, labor, supervision, and equipment for ground preparation, installation of landscape materials, tree removal, and general cleanup surrounding the stream crossing near 104 Broom Blvd., Fayetteville, Georgia.

Minor erosion is occurring; therefore, stabilization may be required in addition to landscaping. A map of the project limits is enclosed as Exhibit A. It is imperative that the proposing contractor familiarize themselves with all site conditions prior to submitting pricing for the referenced project.

The successful proposer will be required to comply with all applicable Local, State, and Federal rules and regulations throughout the project.

- A. **Reference and Incorporation of Specifications** - Unless noted otherwise in this Request for Quote (RFQ), the Georgia Department of Transportation's Standard Specifications Construction of Transportation Systems, most recent edition is incorporated by reference into the Project Manual and contract documents. All work shall be performed in accordance with the GDOT specifications, and all pay items shall be measured and evaluated in accordance with the specifications. They shall supersede all other specifications unless more stringent requirements are listed.

It is the responsibility of the Contractor to be familiar with these specifications before bidding and to adhere to them during construction. Fayette County is owner of the project and shall serve as the administrator of the Contract in lieu of "The Department." Copies of the documents can be obtained from the GDOT website.

- B. **Schedule** – The project shall commence within ten (10) calendar days of the Contractor receiving the Notice to Proceed (NTP) and shall reach final completion within **Forty-Five (45) Calendar Days** of the Contractor receiving the NTP from Fayette County. Contract time is measured on a Calendar Day basis and includes County Holidays and weekends.
- C. **County Holidays** – The Contractor shall not work on a County Holiday unless written approval is provided by Fayette County at least three days prior to the Holiday. The 2023 Holiday Schedule is available on the County's website:  
<https://fayettecountyga.gov/information/HolidaySchedule.pdf>.



- D. **Work Hours** – Unless pre-approved otherwise by Fayette County, all work shall be performed Monday thru Friday and between the hours of 8:00 AM and 5:00 PM.
- E. **Toilet Facilities** - Provide toilet facilities that meet local sanitary codes. Provide consumable and non-consumable goods (toilet paper, paper towels, hand soap) for the life of the project.
- F. **Grassing** – This work includes preparing the ground, furnishing fertilizer, and seeding areas within the County Right-of-Way and permanent easements adjacent to the Right-of-Way as shown in Exhibit A. Use only Tall Fescue or one of the varieties listed in Georgia Soil & Water Conservation Commission (GSWCC) Manual.
- G. **Rip Rap** – Existing Rip Rap may be removed, stockpiled, and reused if the material meets project specifications. All riprap stone shall be Type 3, made of sound, durable rock pieces, and be clean and essentially free of rock dust and fines. Rip Rap shall be placed on filter fabric and relatively flat on either side in the same dimension, preferably the long dimension. The material shall be processed such that 90 percent of the particles within the size class shall have all dimensions within the ranges stated in the size classifications listed in GDOT Standard Specification Section 805.
- H. **Contractor Supervision and Work Coordination** – The Contractor shall supervise and direct the work. He/she shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, including traffic control. The Contractor shall employ and maintain onsite a qualified supervisor or superintendent who will be designated in writing by the Contractor as the Contractor's site representative. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall always be present on the site as required to perform adequate supervision and coordination of the work.
- I. **Inspections and Acceptance** – The Contractor shall notify the County in writing when the Work is complete and ready for inspection. The County shall make reasonable efforts after receiving the notice from the Contractor to inspect the Work. The Contractor agrees to correct and/or repair, at no additional cost to the County, any such portion that is determined by the County to be incomplete within the scope of the contract. The Contractor shall promptly perform any and all punch list Work received from the County.
- J. **Workmanship Guarantee** – The Contractor shall warranty and guarantee all materials supplied and work performed to be free from defects (resulting from faulty materials supplied or workmanship) for a period of twelve (12) months from the date of Final Completion.

The Owner shall give notice of observed defects with reasonable promptness and the Contractor shall have 30 calendar days to address the issue(s). If the Contractor fails to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. If different guarantees or warranties are required in the technical specifications for specific items, then the more stringent (i.e., longer) apply.

- K. **Section 102 – Bidding Requirements and Conditions** – This section of the GDOT Specifications shall not apply for this ITB.
- L. **Section 103 – Award and Execution of Contract** – This section of the GDOT Specifications shall not apply for this ITB.
- M. **Section 105.10 Duties of the Inspector** – Inspectors may be employed by Fayette County or Fayette County’s designated Engineer.
- N. **Section 106.11 Field Laboratory** – A field laboratory is not required.
- O. **Failure or Delay in Completing Work on Time** – Time is an essential element of the Contract, and any delay in the prosecution of the Work may inconvenience the public, obstruct traffic, or interfere with business. Should the Contractor fail to complete the Work within the time stipulated in the Contract or within such extra time that may be allowed, the County may, in its sole discretion, upon written notice to the contractor, withhold any and all monies due and payable to the contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

In addition to the above, the Contractor shall meet and satisfy all applicable GDOT specifications as written in Section 108 Prosecution and Progress. In the event of a conflict the more stringent shall apply.

- P. **Traffic Control** – The Contractor shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with these Specifications, plans, and the MUTCD, and take all necessary precautions for the protection of the work and safety of the public. Traffic Control is not measured separately for payment. The cost for traffic control shall be included in the price of other line items.

Access to homes shall be maintained at all times with a minimum of one 12-foot travel lane available for traffic.

**PRICING SHEET**  
**RFQ #2326-A: Broom Blvd. Easement Landscaping**

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

ITEM	TASK DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT PRICE	EXTENDED PRICE
202-1000	CLEARING & GRUBBING	0.22	AC		\$ -
163-0240	MULCH	0.50	TN		\$ -
455-1000	FILTER FABRIC FOR EMBANKMENT STABILIZATION	136.00	SY		\$ -
603-2048	STN DUMPED RIP RAP, TP 3, 12 IN	100.00	SY		\$ -
700-6910	PERMANENT GRASSING	0.22	AC		\$ -
700-7000	AGRICULTURAL LIME	0.20	TN		\$ -
700-8000	FERTILIZER MIXED GRADE	0.10	TN		\$ -
700-8100	FERTILIZER NITROGEN CONTENT	10.00	LB		\$ -
999-1000	TREE REMOVAL WITH STUMP GRINDING	1.00	EA		\$ -
TOTAL NOT TO EXCEED PRICE					\$ -

**NOTES:**

1. This is a Unit Price contract. The contractor will be paid for the actual quantity of each line item performed as measured in the field during construction.
2. 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.
3. All warranties shall be included in your total quoted amount.

State, List, or Attach the terms of your warranty: \_\_\_\_\_

\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_



**RFQ #2326-A: Broom Blvd. Easement Landscaping**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

COMPANY NAME: \_\_\_\_\_