

Purchasing Department

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

January 28, 2025

Subject: Invitation to Bid 2521-B: Grass Cutting Services - Fire

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for grass cutting services in Fayette County. You are invited to submit a bid in accordance with the information contained herein.

A mandatory pre-bid conference will be held on Wednesday, February 19, 2025, at 272 Hewell Road, Jonesboro, GA 30238. This bid conference will be held in conjunction with 2525-B: Grass Cutting Services for Kiwanis, Brooks, & Kenwood which will begin at 10:00 am. The initial meeting place will be at Brooks Park, 120 Railroad Street, Brooks, GA 30205. Once completed there, we will then proceed to Kiwanis Park, 960 Redwine Rd, Fayetteville, GA 30215, followed by Kenwood Park, 305 Highway 279, Fayetteville, GA 30214, and conclude at the Fire Training Center, 272 Hewell Road, Jonesboro, GA 30238. Companies that attend will be invited to submit bids.

Questions concerning this Invitation to Bid should be addressed to Colette Cobb, Contract Administrator, in writing via email to ccobb@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until 3:00 p.m., Friday, February 21, 2025.

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: 2521-B

Bid Name: Grass Cutting Services - Fire

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., Wednesday, February 26, 2025, in the Purchasing Department, Suite 204. Bids will be opened at that time.

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

If you download this Invitation to Bid 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 not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

Ted L. Burgess

Chief Procurement Officer

GENERAL TERMS AND CONDITIONS ITB 2521-B: Grass Cutting Services - Fire

1. Definitions:

- a. **Bidder**: A company or individual who submits a bid in response to this Invitation to Bid.
- b. Successful Bidder: The company or individual that is awarded a contract.
- c. **Contractor**: The Successful Bidder, upon execution of the contract.
- d. County: Fayette County, Georgia.
- 2. Bid is Offer to Contract: Each bid constitutes an offer to become legally bound to a contract with the County, incorporating the Invitation to Bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Invitation to Bid, except to the extent that a bidder takes written exception to such provisions, and the County agrees to the exception. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this Invitation to Bid may result in rejection of the bid.
- 3. **Binding Offer**: To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening to the date of award.
- 4. Bidder's Questions: As appropriate, the County will post answers to questions and/or other information concerning the Invitation to Bid in the form of an addendum on the County's website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this Invitation to Bid.
- 5. **References**: Include with your bid 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 Invitation to Bid on the form provided. Include all information as requested on the form.
- 6. **Bid Submission**: Submit your bid, along with any addenda issued by the County, in a *sealed* opaque envelope. Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy on a flash drive, to:

Fayette County Government Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, GA 30214 Bid Number: 2521-B

Bid Name: Grass Cutting Services - Fire

Also show your company name on the envelope. You may submit sealed bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

- 7. **Bid Preparation Costs**: The bidder shall bear all costs associated with preparing the bid.
- 8. **Late Bids**: Bids not received in the Purchasing Department by the time and date of the scheduled bid opening will not be considered.
- 9. **More than One Bid**: Do not submit alternate bids or options, unless requested or authorized by the County in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the County may disqualify the bids from that responder, at the County's option.
- 10. **Bid Corrections or Withdrawals**: The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
- 11. **Defects or Irregularities in Bids**: The County reserves the right to waive any defect or irregularity in any bid 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.
- 12. **Brand Name**: If items in this Invitation to Bid 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 bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
- 13. **Bidder Substitutions**: Bidders offering substitutions or deviations from specifications stated in the Invitation to Bid sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall at the discretion of the County.
- 14. **Non-Collusion**: By responding to this Invitation to Bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this Invitation to Bid and is in all respects fair and

without collusion or fraud.

- 15. **Bid Evaluation**: Award will be made to the lowest responsive, responsible bidder, 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 bidder to perform, 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 item, any bid, or all bids, and to re-advertise for bids.
- 16. **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 bid, 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.
- 17. **Trade Secrets Confidentiality**: If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. 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).
- 18. **Trade Secrets Internal Use**: In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid 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 bidder 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 bidder has designated as a trade secret.
- 19. 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.

- 20. **Contract Execution & Notice to Proceed**: After the Board of Commissioners makes an award, 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 bidder prior to the County issuing the Notice to Proceed.
- 21. **Term of Contract**: The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2026. Thereafter, this agreement may be renewed by the County for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the County to the Contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at 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).

22.

- 23. **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.
- 24. **Insurance**: The Successful Bidder 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 with the Successful Bidder is executed, 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 contract but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

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

- 25. **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.
- 26. **Assignment of Contract**: Assignment of any contract resulting from this Invitation to Bid will not be authorized, except with express written authorization from the County.
- 27. 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.
- 28. **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.
- 29. **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.
- 30. 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. As appropriate, the County will compensate the Contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. Termination shall be without prejudice to any of the County's rights or remedies by law.

- 31. **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 submitted by the Contractor, which shall itemize each element of performance completed.
- 32. **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.
- 33. **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 the appropriate venue in Fayette County, Georgia.

Checklist of Required Documents

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

ITB 2521-B: Grass Cutting Services - Fire

Company information – on form provided	
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) — on form provided	
Pricing sheet* - on form provided	
List of exceptions, if any – on form provided	
References – on form provided	
Copy of Georgia Pesticide Contractor* License, Category 24	
Addenda signed, if any are issued	
*FAILURE TO INCLUDE THIS ITEM WILL RESULT IN DISQUALIFICATION	
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COMPANY INFORMATION ITB2521-B: GRASS CUTTING SERVICES - FIRE

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:	

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

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		
	2521-B: Grass Cutting Services – Fire		
Name of Contractor	Name of Project		
<u>Fayette County, Georgia</u> Name of Public Employer			
I hereby declare under penalty of perjury that the foreg	going is true and correct.		
Executed on,, 2025 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, 2025.			
NOTARY PUBLIC			
My Commission Expires:			

Pricing Sheet 2521-B: Grass Cutting Services – Fire

Locations	Estimated No. of Weekly Cuts	Unit Price Per Cut	Total Price
Fire Station #1	31		
Fire Station #2 & Fire Depot	31		
Fire Station #3	31		
Fire Station #4	31		
Fire Station #5	31		
Fire Station #6	31		
Fire Station #7	31		
Fire Station #10	31		
Fire Station #11	31		
Fire & Emergency Services Training Center	31		
		Total Bid Price:	

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

EXCEPTIONS TO SPECIFICATIONS 2521-B: Grass Cutting Services – Fire

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REFERENCES

ITB 2521-B: GRASS CUTTING SERVICES - FIRE

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	
Contact Person and Title	
	Email
Government/Company Name	
City & State	
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	
COMPANY NAME	

SCOPE AND SPECIFICATION ITB #2521- Grass Cutting Services – Fire

Introduction

Fayette County, Georgia is seeking quotes for an annual contract of grass mowing services at our 9 Fire Stations, Fire Depot, and Training Center. The cutting season is scheduled for seven months, beginning July 1, 2025, through October 31, 2025, and April 1, 2026, through June 30, 2026. Depending on budget availability, the county may offer to start this service as early as April 1, 2025, through June 30, 2025, at the contracted unit price.

Scope of Work

The scope of services listed below are required for all locations. Included herein are special requirements for each individual location that shall be included along with these services.

- Contractor shall have three years' experience in cutting like/similar properties.
 Subcontracting is not allowed!
- 2. A Pesticide Contractors License is required for the spraying of herbicides as needed. Proof of this license is required for contractors to qualify for this bid.
- 3. The Contractor will be responsible for any damage done by crew, which includes but not limited to damages to fencing, signs, structures, etc. All damages shall be reported to the Fayette County Maintenance Department/Fire Department, immediately.
- 4. The Contractor must use commercial type grass cutting equipment with mulching blades and necessary equipment to attach to mowers to vacuum areas as necessary. Rotary, Reel, and Cylinder mowers are all acceptable as long as they are Commercial Mower, NOTE that all zero turn mowers are not commercial.
- 5. The Contractor shall be responsible for all labor, and equipment needed to complete this work.
- 6. The Contractor, prior to cutting grass shall pick up all trash in the cutting area and dispose of it in the dumpster. The contractor is responsible for picking up any ground liter and disposing of it in a trash can or dumpster before cutting so that the trash is not cut up. If this happens the contractor will be required to clean up their mess.
- 7. Fayette County personnel will perform periodic inspection of work done by the Contractor.
- 8. The Contractor is responsible for their personnel on County property. There is a no tobacco policy on county property.
- 9. Boundary lines are not accurate; the maps are just used to show the approximate area to be cut. The Contractor is responsible to get with the Grounds Maintenance Department/Fire Dept. to get exact boundaries.
- 10. Grass cutting can start as early as the contractor can see the cutting areas and may cut till dark if need be.

Fire Station #1

450 Hwy 279

Fayetteville, GA 30214

Fire Station #2 & Fire Depot

1328 Hwy 92 North

Fayetteville, GA 30214

Fire Station #3

420 Jenkins Rd

Tyrone, GA 30290

Fire Station #4

278 McElroy Rd.

Fayetteville, GA 30214

Fire Station #5

1830 Hwy 85 South

Fayetteville, GA 30215

Fire Station #6

903 Hwy 85 Conn.

Brooks, GA 30205

Fire Station #7

220 Hampton Rd

Fayetteville, GA 30215

Fire Station #10

195 Seay Rd

Fayetteville, GA 30215

Fire Station #11

212 Flat Creek Tri.

Fayetteville, GA 30214

Fire & Emergency Services Training Center

272 Hewell Rd

Jonesboro, GA 30238

FREQUENCY: Once per week

CUTTING DAY: Mond

Monday and/or Tuesday

CUTTING SEASON: SEVEN MONTHS (JULY 1, 2025, through OCTOBER 31, 2025, and APRIL 1, 2026, through JUNE 30, 2026)

(Possible 3 extra months starting APRIL 1, 2025, through JUNE 30, 2025)

SPECIAL REQUIREMENTS FOR THIS LOCATION

- 1. THE PROPERTY IS TO BE CUT ONCE A WEEK ON MONDAY and/or TUESDAY UNLESS APPROVED OTHERWISE BY THE GROUNDS SUPERVISORS. IF THE CONTRACTOR IS NOT ABLE TO CUT DURING THAT WEEK, DUE TO WEATHER, THE SCHEDULED CUTTING THAT WAS NOT PERFORMED SHALL BE DEDUCTED FROM THAT MONTH'S INVOICE.
- 2. DURING THE ACTIVE GROWING SEASON, GRASS SHALL BE CUT, EDGED, WEEDEATED, BLOWN DOWN, AND EXCESS GRASS CLIPPINGS SHALL BE REMOVED WEEKLY. GRASS SHALL BE CUT TO A HEIGHT OF 2 INCHES.
- 3. MOWING PATTERNS SHALL BE ROTATED EACH WEEK TO PREVENT COMPACTION AND VISIBLE TIRE PATTERNS.
- 4. SPRAY IN BETWEEN THE ASPHALT AND CONCRETE (THE GUTTERS) FOR WEEDS WHEN NEEDED AROUND THE ENTIRE PARKING LOT INCLUDING THE PARKING ISLANDS. THE PINESTRAWED BEDS MUST BE SPRAYED AS NEEDED TO KEEP THEM WEED FREE, AS WELL AS ALL CONCRETE AND SIDEWALK AREA AROUND THE ENTRANCE TO THE BUILDING. NO SPRAYING AROUND FIXED OBJECTS SUCH AS FIRE HYDRANTS, POWER POLES, POWER TRANSFORMERS, ETC MUST BE WEED EATED!
- 5. SHRUBBERY PRUNNED AS NEEDED OR REQUESTED BY FAYETTE COUNTY FIRE DEPT.
- 6. PINESTRAW ONCE A YEAR AT ALL LOCATIONS TO BE INSTALLED AFTER THE FIRST CUT IN APRIL.