



---

# REQUEST FOR PROPOSAL

---

BANKS COUNTY PARKS AND RECREATION ATHLETIC TURF FIELDS AND COMMON  
AREAS ANNUAL FIELD MAINTENANCE

February 15<sup>th</sup>, 2022

BANKS COUNTY PARKS AND RECREATION DEPARTMENT  
607 THOMPSON STREET – HOMER, GA 30547

**BANKS COUNTY PARKS AND RECREATION ATHLETIC TURF FIELDS ANNUAL FIELD AND COMMON AREA  
MAINTENANCE RFP**

**1.0 PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified athletic turf and turf maintenance contractors to perform all athletic turf and common area fertilization, weed control, aerification, and top dressing services for all BCPRD sites, and possibly additional county sites, including: the Rec Center Common Areas, BCPRD Maintenance Shop common areas, Windmill Park fields 1-4, common areas, multipurpose field, tennis courts, walking trail, and tball fields along with the common areas at the new construction, Hudson Valley Park open green space area, and paved walking loop, and possibly the Banks County Courthouse Annex grassed areas. The Banks County Board of Commissioners may renew this annual contract up to four (4) successive, one-year periods contingent upon the appropriation of funds in the annual budget for such fiscal year. The initial contract period for this service is July 1, 2022, through June 30, 2023.

**2.0 COMPETITION INTENDED**

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Officer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Officer must receive such notification no later than five (5) working days prior to the date set for proposals to close.

**3.0 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP. Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person in writing at the following address: Banks County Finance Department, Randy Failyer, 150 Hudson Ridge, Suite 1, Homer, Georgia, 30547.

**4.0 PROPOSER'S MINIMUM QUALIFICATIONS AND REQUIREMENTS**

Offerors must demonstrate that they have the resources and capability to provide material, equipment, and/or services as prescribed herein. All Offerors are encouraged to submit documentation with their proposal indicating compliance with the minimum qualifications. The following criteria is requested:

**4.1** The Contractor and/or designated staff shall carry a Commercial Pesticide Applicator license. The firm shall have a Commercial Pesticide License as specified by the Department of Agriculture. It is preferred that the Offeror have at least 4 or more years of experience in maintaining athletic field turf and a Turfgrass degree for primary supervisors. Please provide photocopies of these documents with the proposal.

**4.2** Provide, at a minimum, three (3) comparable references on similar projects they are currently working on or have most recently performed. References shall include company name, contact person's name, agency, address, telephone number, their role in the project (e.g. project manager), project name, and when the work was done.

**4.3** Provide a general description of the firm, names of all qualified and licensed staff/subcontractors assigned to the project, and their general capabilities.

**4.4** The successful contractor will have adequate insurance coverage to protect interests of the contractor as well as the County including workers' compensation coverage for employees of the contractor. The contractor must submit a certificate of insurance (see Exhibit A) showing all required coverage, and resubmit annually or more often as needed to show continuous coverage. Please provide a photocopy of the firm's current certification of insurance.

**4.5** Contractor must have the staff support to provide an effective quality control program and make available technical support on a daily basis required by the County. Turf degree preferred. Contractor shall designate, in writing to the Parks Manager, a contact person for daily operations.

**4.6** All equipment, materials, supplies, and parts (other than those specifically excluded in writing) to perform the services described will be the responsibility of the Contractor. Owner reserves the right to not accept substitutions. Please provide a list of equipment with the proposal.

**4.7** Contractor must have a record of successful athletic turf fertilization, weed control, aerification, and top-dressing service performance with a school district, county or a commercial business similar in grounds specifications.

**4.8** The contractor will be responsible for hiring and training all required employees necessary for this contract and shall comply with the Fair Labor Standards Act. The contractor or sub-contractor(s) of the contractor will not employ at less than the established federal and state minimum wage. The contractor will give each employee a criminal background check. All preliminary criminal background checks (minimum check) must be completed prior to employment. All costs for criminal background checks are the responsibility of the contractor. No employee who has police records other than a misdemeanor violation may be assigned duties under this contract. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the County. The contractor shall use skilled persons who are thoroughly trained in the necessary skills for grounds maintenance. Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol, or use of illegal drugs or possession of weapons on BCPRD property. All Banks County Parks are tobacco free facilities, to include no vaping devices. All employees shall be dressed in an

appropriate manner authorized by the Contractor. Each employee shall be neat and clean in appearance.

**4.9** It is the responsibility of the Contractor to secure all equipment during and after use to prevent injury to any person not authorized to use such equipment.

**4.10** The Parks Manager or designated representative may conduct, at any time, Quality Assurance inspections to assure contract compliance. Contractor must provide a manager to accompany the BCPRD inspector.

**4.11** Successful Respondent will be required to submit to BCPRD, no later than January 1, a comprehensive County wide athletic turf renovation proposal. This proposal should include recommendations for renovations for all athletic turf in all parks (reseed or re-sod). The County reserves the right to accept all or part of this recommendation.

**4.12** The successful Proposer will report directly to the Director of Parks and Recreation, or designated representative.

## **5.0 SCOPE OF SERVICES**

**5.1** Introduction and General Information the Banks County Board of Commissioners seeks to employ a contractor to conduct scope of work provided at various parks and recreation facilities and possibly other county facilities in Banks County, Georgia. Contact person shall be the Parks Manager or designated representative.

**5.2** Requirements The following work scope is provided as a minimal requirement only. The county will consider any product/service that meets or exceeds the minimum requirements. Proposers shall provide information regarding the proposed product/service for evaluation by the County.

**5.3** Interpretation All questions about the definition and intent of the work scope and supplemental terms and conditions shall be directed to the Procurement Officer so designated by Banks County.

### **5.4 Examination of Site and Work Scope Before submitting a proposal, each Company must:**

1. Examine the work scope and supplemental terms and conditions thoroughly.
2. Visit the site to familiarize themselves with conditions at each site that may affect the performance of the work.
3. Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work;
4. Carefully correlate observations with the requirements of the work scope.

## **5.5 Definition of Areas of Responsibility**

The Contractor is responsible for completing the scope of work on the provided timeline at BCPRD Windmill Park, Rec Center, Maintenance Shop, and other areas provided in the ATTACHMENTS listed at the end of this RFP.

**5.5.1** Attachment A - Chemical Application Programs at BCPRD facilities

**5.5.2** Attachment B - Chemical Application Programs and Mowing at BCPRD facilities

**5.5.3** Attachment C - Chemical Application Programs at BCPRD facilities and Banks County Courthouse Annex

## **5.6 Park Facilities Information**

**5.6.1** Windmill Park Sports Complex - 155 Patterson Way, Homer GA, 30547. Includes Fields 1 - 10 (1-4 new fields, and 5-10 "old fields" off Thompson Street), and 4 new tball fields with multipurpose/soccer field space around, also including sodded common areas at Fields 1-4, and the new tball fields, the grassed areas around the 4 tennis courts, and the multipurpose field with the track around it near BCMS.

**5.6.2** Banks County Recreation Center - 607 Thompson Street, Homer GA, 30547 and the grassed areas around it.

**5.6.3** Banks County Parks and Recreation Maintenance Shop - Driveway next to Recreation Center and the grassed areas around it.

**5.6.4** Hudson Valley Park - 211 Hudson Ridge Rd, Homer GA, 30547. Includes approximately 12 acres of "bottoms" area and paved walking loop.

**5.6.5** Banks County Courthouse Annex - 150 Hudson Ridge, Homer GA, 30547. Include all grassed areas leading down the driveway to the Annex and surrounding the building.

## **6.0 RFP SUBMITTALS**

### **6.1 RFP Format**

Please review section 4.0 "Proposers Minimum Qualifications and Requirements" and apply to the following Response Format below.

#### **1. Management Summary**

Provide a cover letter indicating the underlying philosophy and description of the firm providing the service. Information about the firm's location(s) and equipment intended for use on the project is desired.

## 2. Proposal

Describe in detail how the service will be provided. Include a description of major tasks and subtasks and schedule, if requested. This is the heart of the response and deals with the contractor's ability to define the tasks and activities necessary to meet the objectives outlined in the scope of work.

## 3. References

Give at least three references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name, email address and/or telephone number of a responsible contact person. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

## 4. Acceptance of Conditions

Indicate any exceptions to the general Instructions and terms and conditions of the RFP document and to insurance, bonding, and any other requirements listed by submitting a copy of the RFP document with the exceptions clearly marked in red ink. Provide a written document, on company letterhead, with an explanation of the exception(s).

## 5. Additional Data

Provide any additional information that will aid in evaluation of the response.

## 6. Cost Data

Prepare a separate proposal for the annual cost of the service. **Proposer is to use the form provided as the cost proposal.**

### 6.2 Forms, Financials, & References

This part of the submittal is evaluated as a "Pass or Fail" by the committee.

- The County would prefer that all forms be completed and submitted with the proposal. The Contractor's Affidavit (E-Verify) is a form that is required by the State of Georgia to be submitted at the time of the formal opening. **If you do NOT have the completed contractor's affidavit with your proposal, it will be deemed non-responsive and removed from consideration unless you are exempt.**
- References- A minimum of three (3) references are required. Each reference shall list a point of contact that may be contacted by the County.
- Insurance- Provide a recent photocopy of certification of the firm's insurance coverage.

**6.3 Technical Proposal Package should include:**

1. Management Summary
2. Proposal
3. References
4. Acceptance of Conditions
5. Additional Data
6. Forms, & References

**6.4 The Cost Proposal Package should include:**

1. Cost Proposal in a sealed envelope with “Cost Proposal” plainly marked on the outside. Please include the firms’ name and address on the envelope.
2. The Cost and Technical Proposals shall be delivered in two separate, sealed containers, properly addressed to the Banks County Board of Commissioners, with the RFP number, Proposal Due Date and Time, and the Offeror’s Name and Address clearly indicated on the containers.  
One container shall include one (1) unbound original and three (3) copies of the Technical Proposal and the other container shall include one (1) unbound original Cost Proposal.  
The proposal must be delivered to:

Randy Failyer, County Finance Officer  
Banks County Annex  
150 Hudson Ridge, Suite 1  
Homer, Georgia, 30547

**7.0 INSTRUCTIONS TO PROPOSERS**

**7.1 Procurement Process**

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

**7.2 Term of Contract**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County’s then current fiscal year.

**a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in fiscal year 2022, the starting date, 1st day of July 2022 and shall end

absolutely and without further obligation on the part of the County on the 30th day of June 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property, and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for three (3) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until the County Board of Commissioners has first approved each Renewal Term in writing for the fiscal year of such Renewal Term. If approved by the County Board of Commissioners, the renewal terms will be as follows:

- First Renewal Term shall begin on the 1st day of July 2023 and shall end no later than the 30th day of June 2024
- Second Renewal Term shall begin on the 1st day of July 2024 and shall end no later than the 30th day of June 2025
- Third Renewal Term shall begin on the 1st day of July 2025 and shall end no later than the 30th day of June 2026

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party. Written notice shall be given approximately sixty (60) days prior to the expiration date of each agreement period.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement that pertains to events of termination and the County's rights upon termination.



**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be the same as those contained within this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**7.3 Open Records**

Offeror acknowledges and agrees that the county is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provisions of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 et. seq.) and to make records pertaining to performance of services, provision of goods, or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. If Offeror asserts that any information in its response or in any information provided to the county with respect to the services or products under this contract is a protectable trade secret, as that term is defined in O.C.G.A. § 10-1- 761, then the Offeror must follow the requirements of the ORA set forth at O.C.G.A. § 50- 18-72(a)(34) and submit an affidavit with their response declaring and specifically describing their trade secrets, including those of their subcontractor.

**7.4 Submission of Proposals**

**1. Sealed Proposal**

**Please submit one (1) unbound original, and three (3) copies.** Proposals shall be submitted in a sealed envelope marked on the outside with the project name, Offeror's name, date, and time of opening on face. If Proposal is sent through mail, or other delivery system, sealed envelope shall be enclosed in a separate envelope with same notations as above on face.

**Proposals will be received until 10:00 A.M., Tuesday, May 17, 2022, to the attention of Randy Failyer, County Finance Officer in the Banks County Courthouse Annex, Finance Department, Suite 1 at 150 Hudson Ridge, Homer GA, 30547.**

Submittals or modifications received after the due date and time will not be considered. Banks County Government assumes no responsibility for the premature opening of submittals not properly addressed and identified, and/or delivered to the proper destination. Late proposals properly addressed to the Banks County Board of Commissioners shall be returned to the respondent unopened.

## **2. County Forms and Documents**

In Attachment A of the RFP documents, a checklist of all County forms and documents required is provided. Utilizing this list will help ensure you have met Banks County requirements and put together a successful proposal.

1. Please submit, along with your proposal (technical & cost), the following completed forms. County forms must be used without substitution unless otherwise specified. They are:

- a) Respondent's Information Sheet
- b) Execution of Proposal
- c) References Form
- d) Vendor Information Sheet
- e) W-9
- f) E-verify form
- f) Current copy of Certificate of Insurance (Form not provided)
- h) All licenses, certificates, diplomas, verifiable documents and other requested documents per RFP requirements or qualifications.

**\*Must be submitted with proposal or it will be deemed non-responsive.**

### **7.5 Insurance**

The Contractor is responsible for all personal/liability insurance and worker's compensation coverage for themselves and all employees.

Applicant shall include a copy of their current Certificate of Insurance that illustrates the level of coverage the applicant carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County. At the time of award, a copy of the successful Proposer's Certificate of Insurance ("COI") must be provided to the County.

### **7.6 Proposals To Remain Open**

Proposal shall remain open for acceptance by the County for sixty (60) calendar days after Proposal opening. The County may release any Proposal prior to that date at its sole discretion.

### **7.7 Award of Price Agreement/Contract**

1. To the extent permitted by applicable state and federal laws and regulations, the County reserves the right to reject all Proposals, waive all informalities, and disregard nonconforming, non-responsive, or conditional Proposals. Proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized form alterations, use of unauthorized forms, unauthorized alternate Proposals, incomplete or unbalanced unit prices, or other irregularities.

In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended, or withdrawn, unless the acceptance date has expired, after the opening date of proposals. Negligence on the part of the contractor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

Any mistake, which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by Banks County after the Applicant makes verification. However, under no circumstances can unit prices be changed.

2. The County pursuant to applicable law will award the contract. Nothing contained herein shall place duty upon the County to reject Proposals or award Proposal based upon anything other than the County's sole discretion as described herein.

3. The County may consider qualifications and experience for subcontractors, suppliers, persons, and organizations proposed for Work.

4. The County may conduct investigations deemed necessary to assist in evaluating Proposals and to establish responsibility, qualifications, and financial ability for Applicants, proposed Subcontractors, persons, and organizations to do Work. The County reserves the right to reject Proposal from any Applicant not passing evaluation.

5. The County will award the contract at the County's Discretion.

## **8.0 GENERAL TERMS AND CONDITIONS**

General contractors interested in obtaining a contract with Banks County, GA to provide athletic field and grassed area fertilization and weed control services at the various parks locations and county facilities in Banks County, Georgia shall prepare a written proposal to include, but not be limited to, the following terms and conditions.

### **8.1 County Rights and Options**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Banks County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- All Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **8.2 Cost of Proposal Preparation and Selection Process**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall

be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

### **8.3 Non-Collusion**

By submitting a signed proposal, Proposer certifies that there has been no collusion with any other Proposer. Reasonable grounds for believing Proposer has an interest in more than one proposal will result in rejection of all proposals in which the Proposer has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Attachment A, Proposal Forms for declarations and affidavits.

### **8.4 General Requirements**

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Banks County's Legal Counsel indicating whether the firm is bound by its proposal. Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows: The County must advise Proposers in the request for proposals of the number of days that Proposers will be required to honor their proposals. If a Proposer is not selected within 60 days of opening the proposals, any Proposer that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
2. Banks County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Proposer must assume full responsibility for delivery of all goods and services proposed.
4. The successful Proposer must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Proposer must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is

responsible for contacting the manufacturer. The Proposer is solely responsible for arranging for the service to be performed.

6. The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title, or interest therein without prior written consent of the Banks County Board of Commissioners.

8. In case of default by the successful Proposer, Banks County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

9. All proposals and bids submitted to Banks County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All proposals and bids submitted to Banks County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43- 14- 8.2(h).

### **8.5 Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than Department Director or his/her authorized representative(s) acting within their authority for the County. The Finance Director and the Contractor must approve any change to the Agreement in writing.

### **8.6 Delays**

If a delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

### **8.7 Delivery Failures**

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Department Director, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall

reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractors nonperformance shall be deducted from the balance as payment.

**8.8 Hold Harmless Clause**

The Contractor shall indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought because of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, “County” and “Contractor” includes their employees, officials, agents, and representatives. “Contractor” also includes subcontractors and suppliers to the Contractor. The word “defend” means to provide legal counsel for the County or to reimburse the County for its attorney’s fees and costs related to the claim. This section shall survive the Agreement.

**8.9 Substitutions**

No substitutions or cancellations are permitted after Agreement award without written approval by the Finance Department. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

**8.10 Exemption from Taxes**

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

**8.11 Invoicing and Payment**

Upon completion of work, the Contractor shall submit a proper invoice, in duplicate, detailing a breakdown of all charges that shall be based on completion of tasks or deliverables.

Invoices shall be submitted:  
Banks County Board Of Commissioners  
Attn: Finance Department  
150 Hudson Ridge, Suite 1  
Homer GA 30547

The County will pay all such invoices within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount

claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Contractor shall provide the purchase order number on the pricing form.

#### **8.12 Assignment of Contract**

The Agreement may not be assigned in whole or in part without the written consent of the Finance Department.

#### **8.13 Termination**

Subject to the provisions below, this Agreement may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted.

##### **1. Termination for Convenience**

The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

##### **2. Termination for Cause**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

##### **3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

#### **8.14 Agreement Disputes**

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence-giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.



### **8.15 Severability**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

### **8.16 Applicable Laws/Forum**

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any judicial action shall be filed in the State of Georgia, County of Banks.

### **8.17 Licensure**

To the extent required by the State of Georgia or the County of Banks, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Agreement.

### **8.18 Non-Collusion Affidavit**

By submitting a response to this solicitation, the applicant represents and warrants that such proposal/bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the applicant has not directly or indirectly induced or solicited any other contractors to put in a sham proposal/bid, or any other person, firm or corporation to refrain from submitting and that the contractor has not in any manner sought by collusion to secure to that contractor any advantage over any other contractor.

By submitting a proposal/bid, the contractor represents and warrants that no official or employee of Banks County, GA Government has, in any manner, an interest, directly or indirectly in the solicitation or in the contract that may be made under it, or in any expected profits.

### **8.19 General Indemnification**

It is understood that in the event of contractor negligence, Banks County is protected against third-party claims. The Contractor is required to provide legal counsel to protect the owner and pay all damages arising from its negligent act.

### **8.20 Anti-Discrimination**

Banks County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

### **8.21 Ownership**

Banks County is the owner of all work and related documentation done on behalf of the County unless otherwise agreed to in writing. All work and related documentation shall be promptly turned over to the County upon request. This requirement shall survive the termination of the agreement between the parties and is enforceable by injunction action if necessary, in which case the Contractor shall be liable for the County's actual legal fees and costs.

### **8.22 Change Orders**

Pricing for this contract shall remain as agreed upon until the job is completed. Any changes in the specifications or work scope will require a contract amendment. The contractor shall submit a price change request to the Department Director detailing the additional services required with the associated costs. If approved by the Board of Commissioners, the Finance Department will issue a contract amendment for signature.

### **8.23 Safety Measures**

Contractor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work, all necessary safeguards for the protection of the workmen and public including traffic control and warning signs

### **8.24 Agreement**

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute an agreement between the Respondent and the County which shall bind the Respondent on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

1. The Board of Commissioners may enter into contracts and agreements as provided by state law. All capital contracts or agreements must be approved by the Board and may be amended with the issuance of a change order under the signature of the Chair.
2. "No parole evidence"- prohibits oral modifications to the contract or allowance for past practices by the County.
3. Modifications, such as a written change order or amendment signed by the contracting authority, shall be the only allowable method for modification of the contract.

### **8.25 Brand or Manufacturer's Reference**

The County has determined that any manufacturer's brand defined in the RFP Specifications meets the County's product and support need. The manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the County desires to purchase. Proposals

for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model unless "No Substitutions" has been noted in the proposal documents. The County reserves the right to determine products and support of equal value.

#### **8.26 Nonappropriation of Funds**

The Contractor acknowledges that the Finance Department cannot contract for the payment of funds not yet appropriated by the Banks County Board of Commissioners (BCBOC). If funding to a Department is reduced due to an order by the BCBOC or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the BCBOC may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the BCBOC upon 30 days written notice. In the case that funds are not appropriated or are reduced, the BCBOC will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the BCBOC will not be liable for any future commitments, penalties, or liquidated damages.

#### **8.27 Disqualification of Proposers**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership, or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

#### **8.28 Reserved Rights**

The County reserves the right to accept or reject any and/or all proposals, waive irregularities and technicalities, and request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

#### **8.29 Applicable Laws**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Banks County shall apply. Protestors shall seek resolution of their complaints in the manner provided by the Banks County Finance Department.

## **9.0 ATTACHMENTS**

# ATTACHMENT A

## Chemical Application Programs at BCPRD Facilities

Ant Control on Common Areas 18 acres, Shop 1.5 acres, bottoms 12 acres, gym 2 acres, tennis courts 1 acre, area between and around new complex and parking lot area, windmill park common area between fields and parking lot, walking trail at windmill park and Hudson valley.

- February/March: Liquid Blanket Application
- May: Liquid Blanket Application
- September: Liquid Blanket Application

Turf and Ant Control program will cover all weed control, fertility, ant control, and 2 fungicide applications:

Windmill Park, New Tee Ball / Multipurpose fields, Football field at the track, original sports fields (6-7-8-9)

1. Pre-emergent, Post emergent, and ant control
  2. High Nitrogen Fertilizer
  3. Broad spectrum fungicide with Micros, Phyte, and bio stimulants
  4. Growth regulator and liquid fertilizer
  5. Pre-emergent with lime to adjust PH (only with a soil test)
- February-March Potassium and phosphorous root building fertilizer, Post Emergent weed control, Fire ant Control, Pre-Emergent Weed Control.
  - May-Mid July Nitrogen Fertilizer, Post Emergent Weed Control, Fire Ant Control.
  - August-October Potassium and phosphorous root building fertilizer, Post Emergent Weed Control, Fire Ant Control, Pre-Emergent Weed Control.
  - November-December from soil test pre-emergent with lime to adjust PH, Fire ant control.

Top Dressing and Aerifying:

In the Summer, will core aerate, spread sand, and broom smooth to improve drainage, condition the root zone with room to grow, breath, and take in nutrients better.

For additional cultural practice, will aerify again and drag plug a month after top dressing.

Windmill Park 100 Tons USGA certified sand

New Tee Ball / Multipurpose Field 100 Tons USGA certified sand

Football Field at the track 100 Tons USGA certified sand

2022 year only Football Field at the track Aerator (a vibratory aeration), top dress, fertilize, add grass seeds and drag smooth 200 Tons USGA certified sand

## ATTACHMENT B

### Chemical Application Programs and Mowing at BCPRD Facilities

Ant Control on Common Areas 18 acres, Shop 1.5 acres, bottoms 12 acres, gym 2 acres, tennis courts 1 acre, area between and around new complex and parking lot area, windmill park common area between fields and parking lot, walking trail at windmill park and Hudson valley.

- February/March: Liquid Blanket Application
- May: Liquid Blanket Application
- September: Liquid Blanket Application

Turf and Ant Control program will cover all weed control, fertility, ant control, and 2 fungicide applications:

Windmill Park, New Tee Ball / Multipurpose fields, Football field at the track, original sports fields (6-7-8-9)

6. Pre-emergent, Post emergent, and ant control
  7. High Nitrogen Fertilizer
  8. Broad spectrum fungicide with Micros, Phyte, and bio stimulants
  9. Growth regulator and liquid fertilizer
  10. Pre-emergent with lime to adjust PH (only with a soil test)
- February-March Potassium and phosphorous root building fertilizer, Post Emergent weed control, Fire ant Control, Pre-Emergent Weed Control.
  - May-Mid July Nitrogen Fertilizer, Post Emergent Weed Control, Fire Ant Control.
  - August-October Potassium and phosphorous root building fertilizer, Post Emergent Weed Control, Fire Ant Control, Pre-Emergent Weed Control.
  - November-December from soil test pre-emergent with lime to adjust PH, Fire ant control.

Top Dressing and Aerifying:

In the Summer, will core aerate, spread sand, and broom smooth to improve drainage, condition the root zone with room to grow, breath, and take in nutrients better.

For additional cultural practice, will aerify again and drag plug a month after top dressing.

Windmill Park 100 Tons USGA certified sand

New Tee Ball / Multipurpose Field 100 Tons USGA certified sand

Football Field at the track 100 Tons USGA certified sand

2022 year only Football Field at the track Aerator (a vibratory aeration), top dress, fertilize, add grass seeds and drag smooth 200 Tons USGA certified sand

Windmill Park fields 1-4, New Tee Ball Field and Multipurpose fields.

- Mowing- Will reel mow the sports fields twice weekly during the mowing season-beginning during Spring green up through fall frost. Mowing Height-will maintain good cultural practices and scalp in the spring and maintain the grass at 1" or lower. Blowing and Edging- All infield grass edges will be edged and spot sprayed as needed weekly during the growing season to maintain clean appearance.

Windmill Park common areas

- Mowing with rotary mower twice a week during the mowing season beginning during spring green up through fall frost.

Mowing original Field 6-7-8-9

- Seasonal mowing of original fields. This will be performed with a rotary mower.

## ATTACHMENT C

### Chemical Application Programs at BCPRD Facilities and Banks County Courthouse Annex

Ant Control on Common Areas 18 acres, Shop 1.5 acres, bottoms 12 acres, gym 2 acres, tennis courts 1 acre, area between and around new complex and parking lot area, windmill park common area between fields and parking lot, walking trail at windmill park and Hudson valley.

- February/March: Liquid Blanket Application
- May: Liquid Blanket Application
- September: Liquid Blanket Application

Turf and Ant Control program will cover all weed control, fertility, ant control, and 2 fungicide applications:

Windmill Park, Banks County Annex, New Tee Ball / Multipurpose fields, Football field at the track, original sports fields (6-7-8-9)

11. Pre-emergent, Post emergent, and ant control
12. High Nitrogen Fertilizer
13. Broad spectrum fungicide with Micros, Phyte, and bio stimulants
14. Growth regulator and liquid fertilizer
15. Pre-emergent with lime to adjust PH (only with a soil test)

- February-March Potassium and phosphorous root building fertilizer, Post Emergent weed control, Fire ant Control, Pre-Emergent Weed Control.
- May-Mid July Nitrogen Fertilizer, Post Emergent Weed Control, Fire Ant Control.
- August-October Potassium and phosphorous root building fertilizer, Post Emergent Weed Control, Fire Ant Control, Pre-Emergent Weed Control.
- November-December from soil test pre-emergent with lime to adjust PH, Fire ant control.

Top Dressing and Aerifying:

In the Summer, will core aerate, spread sand, and broom smooth to improve drainage, condition the root zone with room to grow, breath, and take in nutrients better.

For additional cultural practice, will aerify again and drag plug a month after top dressing.

Windmill Park 100 Tons USGA certified sand

New Tee Ball / Multipurpose Field 100 Tons USGA certified sand

Football Field at the track 100 Tons USGA certified sand

2022 year only Football Field at the track Aeravator (a vibratory aeration), top dress, fertilize, add grass seeds and drag smooth 200 Tons USGA certified sand